CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
March 7, 2016
7:00 p.m.

I. Call to Order – Pledge and Prayer (Vanessa Dorman)

- Swearing in of Morris Carter, Ward 4 Councilman

II. Roll Call

III. Hearing of Citizens' Comments

- New Hope Animal Shelter Group

IV. Approval of the Minutes of the February 16, 2016 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Second Reading of Bill No. 2016-002 Approving Final Site Plan for Expansion of Hartmann Village
B) Second Reading of Bill No. 2016-003 Approving Final Site Plat of Minor Subdivision of Tract 9 of Boone Village Estates

VIII. New Business

A) First Reading of Bill No. 2016-004 Authorizing agreement with Boonville Babe Ruth Baseball, Boonville Babe Ruth Softball, and Boonslick Heartland YMCA Granting Concessionaire Rights
B) First Reading of Bill No. 2016-005 Authorizing Agreement with the Missouri Highways and Transportation Commission Pertaining to Route 5 Repairs and Enhancement Projects
C) Consider Resolution R2016-04 Authorizing the Offering For Sale of Sewer System Refunding Revenue Bonds Series 2003
D) First Reading of Bill No. 2016-006 Approving the Budget for Fiscal Year 2016-17

IX. Reports of Standing Committees

A) Housing Authority (Morris Carter)
B) Street, Alley, and Sanitation Board (Henry Hurt)
C) Project Hail Ridge Committee (Whitney Venable/Becky Ehlers)
D) Project Pele' (Ned Beach/Vanessa Dorman)
E) Board of Public Works (Becky Ehlers)

X. Reports of City Officials

City Administrator

Mayor

- Park Board Appointment

City Counselor

Economic Development

- February 18, 2016 Economic Development Report

City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610.021 (2) Real Estate

XIII. Adjourn

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

DRAFT COPY PENDING REVIEW AND APPROVAL OF CITY COUNCIL

City of Boonville
City Council Meeting
Minutes
February 16, 2016

The Boonville City Council met in Regular Session on February 16, 2016 at 7:06 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 at 7:06 p.m. and Mr. Becky Ehlers led the prayer after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Becky Ehlers, Vanessa Dorman, Whitney Venable, Ned Beach, and Henry Hurt. Council members Michael Stock and Susan Meadows were absent. Ward 4 Council Seat Vacant.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE FEBRUARY 1, 2016 COUNCIL MEETING

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. Ms. Ehlers moved and Ms. Dorman seconded the motion for approval. Ayes: Ehlers, Dorman, Venable, Beach, and Hurt, Total (5); Opposed: None, Total (0); Absent: Stock and Meadows, Total (2). Motion Carried.

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UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2016-001 AMENDING SOLID WASTE COLLECTION FEES

Ms. Studley read, by title only, a copy of the bill. Mr. Beach moved and Mr. Venable seconded the motion for approval. Mayor Thacher stated the Ms. Meadows conveyed to her that one of her constituents called her regarding the increase. The constituent requested that the increase to be tabled because he felt it was an undue expense. Roll call was taken. Ayes: Ehlers, Dorman, Venable, Beach, and Hurt, Total (5); Opposed: None, Total (0); Absent: Stock and Meadows, Total (2). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2016-002 APPROVING FINAL SITE PLAN FOR EXPANSION OF HARTMANN VILLAGE

Ms. Studley read, by title only, a copy of the bill. Mayor Thacher commented that Mr. Bob Cook, developer with Americare, is at the council meeting.

FIRST READING OF BILL NO. 2016-003 APPROVING FINAL SITE PLAT OF MINOR SUBDIVISION OF TRACT 9 OF BOONE VILLAGE ESTATES

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

REPORTS OF STANDING COMMITTEES

CEMETERY BOARD

Ms. Dorman stated that she was unable to attend the meeting. Mr. Nauman came before the Council to answer any questions. Mr. Beach questioned Mr. Nauman on specific pricing options offered by the bidders from the recent bid for lawn mowing of the cemeteries. Mr. Nauman explained the bids to the Council. Mr. Nauman stated that Santa Fe Lawns' bid was lower than the year 2015. Mr. Beach questioned if they will be able to increase the performance of the job. Mr. Nauman responded that Santa Fe Lawns stated that they would perform quality work and they have offered onsite inspections before and after the job has been completed. Mr. Nauman stated that he would inspect it closely.

Councilperson Susan Meadows entered the Council Chambers at 7:18 p.m. during the reports of standing committees.

POLICE BOARD

Mr. Hurt stated that there have been bids sent out for two new police vehicles. Mr. Hurt advised that the police department has acquired a new K-9 for drug enforcement. Ms. Ehlers questioned if the current K-9 unit will be replaced. Lt. Randy Ayers stated the current dog would be retired to his handler. Mr. Beach questioned Lt. Ayers on what the NIXLE Alert System is. Lt. Ayers explained the system and how one may sign up and use the system. Mayor Thacher urged citizens to sign up to NIXLE because it is very beneficial to the community by informing the public of very important alerts, such as boil water orders, Amber Alerts, etc.

TOURISM COMMISSION

Ms. Dorman reported that there was discussion on unencumbered funds that are available and granted to different organizations. Ms. Dorman stated that the committee had a tour of the renovated Gingrich Warehouse. Mr. Beach questioned what material would be included in the Missouri Life Guided Tour Brochures that will be revised. Ms. Fjell advised of what will be included in the brochure, along with additional stops added this year.

PARK BOARD

Ms. Ehlers advised that the minutes were available in the packet. The major part of discussion was the Project Pele' Overview which is progressing. Ms. Ehlers advised that over the past weekend there was a futsal tournament in Boonville that consisted of 60 teams. The tournament was beneficial to the City of Boonville, whereas the hotels were filled, as well as the restaurants.

BOARD OF PUBLIC WORKS

Ms. Ehlers advised that the minutes were available in the packet. Ms. Ehlers advised that there was some discussion on the Fiscal Year 2016-2017 Budget. There was also a brief presentation conducted by Alliance Water Resources.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf advised that Ms. Kate Fjell would update the Council on the Code Enforcement Initiatives.

Ms. Fjell reviewed the 2015 Code Enforcement Report that was included in the packet for the Council. Ms. Fjell updated the council on each category of code enforcement and advised the number of cases that are compliant, abated, or have been sent to the prosecutor for non-compliance. Mr. Fjell stated that the Property Maintenance and Derelict Building category totals are only from Ward 1. Ward 2 properties will be initiated in the next fiscal year starting in April. Mr. Beach questioned how city staff are tracking the properties for code enforcement. Ms. Fjell advised of the procedures that have been implemented to track the properties with the help of the new computer software and of the hiring of the Code Enforcement Coordinator, Ms. Paula Renfrow. Ms. Dorman questioned how violators of the code enforcement reimburse the City of

Boonville for the work completed to make the property compliant. Ms. Fjell explained the procedure for the billing process to the property owners; and if not paid, the property is abated. Ms. Studley explained how the payment process for the abated properties have been reimbursed. Mayor Thacher commented that Ms. Renfrow has been asset to the City of Boonville for the Code Enforcement process.

MAYOR

Mayor Thacher stated that she has formed a new committee called the Hail Ridge Committee. Mayor Thacher passed out a sheet to the Council with the listed names. See **Attachment A** herein incorporated and attached to these minutes. The committee consists of Darryl Tower, who will be chairman, Gary Nauman, Paul Linhart, Steve Hage, Charissa Mayes, Kate Fjell, M.L. Cauthon, Kelly Vest, Becky Ehlers, and Whitney Venable. Mayor Thacher stated that she wants to add someone from the community with knowledge of golf onto the committee as well.

Mayor Thacher nominated Mr. Morris Carter to fill the vacant position for Ward 4 that was vacated by Mark Livingston. Mr. Ned Beach seconded Mayor Thacher's nomination. Roll call was taken. Ayes: Ehlers, Dorman, Venable, Meadows, Beach, and Hurt, Total (6); Opposed: None, Total (0); Absent: Stock, Total (1). Motion Carried. Mayor Thacher advised the official swearing in of Mr. Carter would be at the March 7 Council meeting.

CITY COUNSELOR

Ms. Mayes advised that she has been working on updating the republication of the ordinances of the City of Boonville. This project has been delayed since 2009. Ms. Mayes advised that as of today, the publication of our ordinances that are online with Municode, are up to date as of 2009, along with three or four ordinances that are significantly used. Ms. Mayes advised that the new ordinance books would be delivered soon.

CITY CLERK

No report was provided.

BUILDING INSPECTOR

Mayor Thacher advised that the report was available in the packet.

<u>MISCELLANEOUS</u>

M.L. Cauthon referenced the council packet advising the specific dates announced by Advanced Disposal for the City of Boonville Residential Spring Clean Up.

ADJOURN

With no further discussion, Mr. Beach moved and Ms. Ehlers seconded the motion to adjourn at 7:40 p.m. and the voice vote was unanimous

Respectfully Submitted,

____
Teresa Studley, City Clerk

Approved:

____
Julie Thacher, Mayor

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville, as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on Macrh 8, 2016 the sum of **$2,440,242.58**

General Fund	$147,111.93
Sanitation	$33,875.95
CIP Tax	$62,253.36
Water Works	$245,908.15
Capital Projects	$128,324.25
Waste Water	$212,480.70
Tourism	$7,244.11
Gaming	$1,588,863.90
Parks/Water	$14,180.23

- Year End Transfers (2)

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 $2,440,242.58 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 March 8, 2016 read for the second time this 8th day of March 2016 since a copy was made available prior to the meeting.

Approved March 8, 2016 ______________________________
Mayor

Endorsed March 8, 2016: 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. 2016-004 **ORDINANCE NO. ____________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER LEASE AGREEMENTS ON BEHALF OF THE CITY WITH BOONVILLE BABE RUTH BASEBALL, BOONVILLE BABE RUTH SOFTBALL, AND BOONSLICK HEARTLAND YMCA, GRANTING EXCLUSIVE CONCESSIONAIRE RIGHTS TO EACH ORGANIZATION ON SPECIFIC CITY PARK PROPERTY AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville Park Board wishes to provide opportunities for Boonville Babe Ruth Baseball, Boonville Babe Ruth Softball, and Boonslick Heartland YMCA, Inc. to generate income during their sponsored athletic programs and events in City parks, while ensuring that adequate concessions are available to spectators and participants for their comfort and convenience in conjunction with these activities; and

WHEREAS, similar agreements between the City and non-profit sponsors of youth athletics have proven to be a reasonable and appropriate means of putting City property in use for the benefit the youth sports community and fostering the advantages of youth sports organizations and their activities to the citizens of Boonville and its visitors.

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, approves, and accepts all terms of the Lease Agreements for Concession Rights at Harley Park with Boonville Babe Ruth Baseball; at Rolling Hills Park with Boonville Babe Ruth Softball; and at F. T. Kemper Park with Boonslick Heartland YMCA in substantially the same - if not identical - form and content as they are attached hereto and marked as Exhibits A, B, and C, respectively.

SECTION 2: The City Administrator and City Clerk are hereby authorized to execute these documents and enter these agreements on behalf of the City.

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

READ FOR THE FIRST TIME ON THE 7th DAY OF MARCH, 2016.

READ FOR THE SECOND TIME AND PASSED THIS 21ST DAY OF MARCH 2016, AFTER A COPY OF THIS ORDINANCE AND ATTACHED AGREEMENTS WERE MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE FIRST READING OF THIS ORDINANCE.

____
PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF March, 2016.

____

JULIE THACHER, MAYOR

ATTEST:

____

TERESA STUDLEY, CITY CLERK

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of ___________________, 2016, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Baseball**, c/o Mel Linhart, 700 Poplar Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Twillman Field and Little League Field Concession buildings located at Harley Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Harley Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.

2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession buildings for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said buildings in an organized, sanitary and safe condition.

3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning April 1, 2016 through midnight on March 31, 2018.

4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.

5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.

6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.

8. INSURANCE/MUTUAL INDEMNIFICATION:

a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession buildings.

b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.

c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.

9. GENERAL PROVISIONS: LESSEE hereby agrees to the following:

(a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;

(b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

(c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;
(d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;
(e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;
(f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and
(g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.

11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.

12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

_____________ day of ________________________, 2016.

CITY OF BOONVILLE, MISSOURI

By: ______________________________
City Administrator

ATTEST:

____
City Clerk

LESSEE:

By:____________________________________
Boonville Babe Ruth Baseball

SIGNED:

____
League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of ___________________, 2016, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Softball**, c/o Kathy Howard, 10847 Providence School Drive, Prairie Home, Missouri 65068 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Concession building at Bill Simmons Field at Rolling Hills Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Rolling Hills Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.

2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.

3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning April 1, 2016 through midnight on March 31, 2018.

4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.

5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.

6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. <u>INDEPENDENT CONTRACTOR</u>: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.

8. <u>INSURANCE/MUTUAL INDEMNIFICATION</u>:

a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession building.

b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.

c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.

9. <u>GENERAL PROVISIONS</u>: LESSEE hereby agrees to the following:

(a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;

(b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

(c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;

(d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;

(e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;

(f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and

(g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.

11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.

12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

______________ day of __________________________, 2016.

CITY OF BOONVILLE, MISSOURI

By: ___________________________________

City Administrator

ATTEST:

____

City Clerk

LESSEE:

By:______________________________
Boonville Babe Ruth Softball

SIGNED:

____
League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of ___________________, 2016, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonslick Heartland YMCA, Inc.**, Attn: Executive Director, 757 Third Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Kemper Armory Concession building at the F. T. Kemper Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of F. T. Kemper Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.

2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.

3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning April 1, 2016 through midnight on March 31, 2018.

4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.

5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.

6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.

8. INSURANCE/MUTUAL INDEMNIFICATION:

a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession building.

b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.

c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.

9. GENERAL PROVISIONS: LESSEE hereby agrees to the following:

(a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;

(b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

(c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;
(d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;
(e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;
(f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and
(g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.

11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.

12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

_____________ day of _______________________, 2016.

CITY OF BOONVILLE, MISSOURI

By: ______________________________
City Administrator

ATTEST:

____
City Clerk

LESSEE:

By:____________________________________
Executive Director, Boonslick
Heartland YMCA

SIGNED:

____
Secretary or Asst. Director

BILL NO. 2016-005 **ORDINANCE NO. ____________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) PERTAINING TO PORTIONS OF TWO ROAD REPAIR AND ENHANCEMENT PROJECTS ALONG ROUTE 5 THAT WILL TAKE PLACE IN THE CITY LIMITS OF BOONVILLE AND PROVIDING AN EFFECTIVE DATE THEREFOR

WHEREAS, the Missouri Highways and Transportation Commission plans to perform grading, drainage, curb and gutter and sidewalk improvements along 730 feet of Route 5 in the City of Boonville, identified as Job J5S3008C and to pave and repair a 4.347-mile length of Route 5 through the City of Boonville, identified as Job J5L1600E; and

WHEREAS, MHTC requires certain assurances from the City regarding parking, policing, a temporary road closure, removal and relocation of any public utilities in the right of way, and storm and surface water, among other things, in order to make the road improvements in the City.

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 City Administrator to execute on its behalf the Route 5 MHTC Municipal Agreement attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance and the attached and executed Agreement shall take effect and be in full force from and after both parties have signed it.

FIRST READING: March 7, 2016

READ FOR THE SECOND TIME AND PASSED THIS 21st DAY OF March, 2016 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

23

APPROVED THIS 21st DAY OF March, 2016

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 09/15 (AR)
Modified:

Municipal Agreement
Route: 5
County: Cooper
Job No.: J5S3008C & J5L1600E

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvements designated as:

Route 5, Cooper County, Job No. J5S3008C shall consist of grading and drainage, curb and gutter construction, and sidewalk construction to meet ADA requirements along Route 5 in Boonville.

Route 5, Cooper County, Job No. J5L1600E shall consist of pavement repair, 1-3/4" cold-milling, and 1-3/4" asphalt overlay on Route 5 in Boonville.

(2) IMPROVEMENT WITHIN CITY: The improvements within the City are located as follows:

J5S3008C:

Beginning at Station 292+25, a point on Route 5, northeast of the intersection of Route 5 and Shamrock Avenue, run in a generally easterly direction along existing Route 5 to Station 299+55, a point northeast of the intersection of Route 5 and 3rd Street and at the intersection of Route 5 and High Street immediately south of the Missouri River Bridge. Length of improvements within city is 730.00 feet (0.138 miles).

J5L1600E:

Beginning at Log Mile 204.149, a point on Route 5, approximately 500 feet northeast of I-70, run in a generally northeasterly direction along Route 5 to Log Mile 207.125, a point at the intersection of Route 5 and Route 87. Length of improvements within city is 4.347 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this

Agreement is executed by the City.

(4) LOCATION: The general locations of the public improvements are shown on attached sketches marked "Exhibit A" and "Exhibit C" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job Nos. J5S3008C and J5L1600E.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans, including, but not limited to, 3rd Street near its intersection with Route 5. See Exhibit B that is attached and by reference is made part of this Agreement.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) <u>TRAFFIC CONTROL DEVICES</u>: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(11) <u>DRAINAGE</u>: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the

Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE: Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(17) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this

Section.

(18) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(19) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and 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.

(21) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved

and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

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

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

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

(A) To the City:
Mr. Irl Tessendorf
City Administrator
Boonville City Hall
401 Main Street
Boonville, MO 65233
Office Phone: 660-882-2332
E-mail: itess@boonville-mo.org

(B) To the Commission:
Mr. David Silvester, P.E.
Central District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard, PO Box 718
Jefferson City, Missouri 65102
Office Phone: 573-751-7687
Facsimile No: 573-522-1059

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

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

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

(27) 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.

(28) 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 Commission and the City.

(29) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(30) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City this ___ day of ____________, 20__.

Executed by the Commission this ____ day of _______________, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: ____________________________

Title: ___________________________

ATTEST:

____
Secretary to the Commission

APPROVED AS TO FORM:

____
Commission Counsel

CITY OF BOONVILLE, MISSOURI

By: ___________________________

Title: __________________________

ATTEST:

By: ___________________________

Title: __________________________

APPROVED AS TO FORM:

By: ___________________________

Title: __________________________

Ordinance Number________________

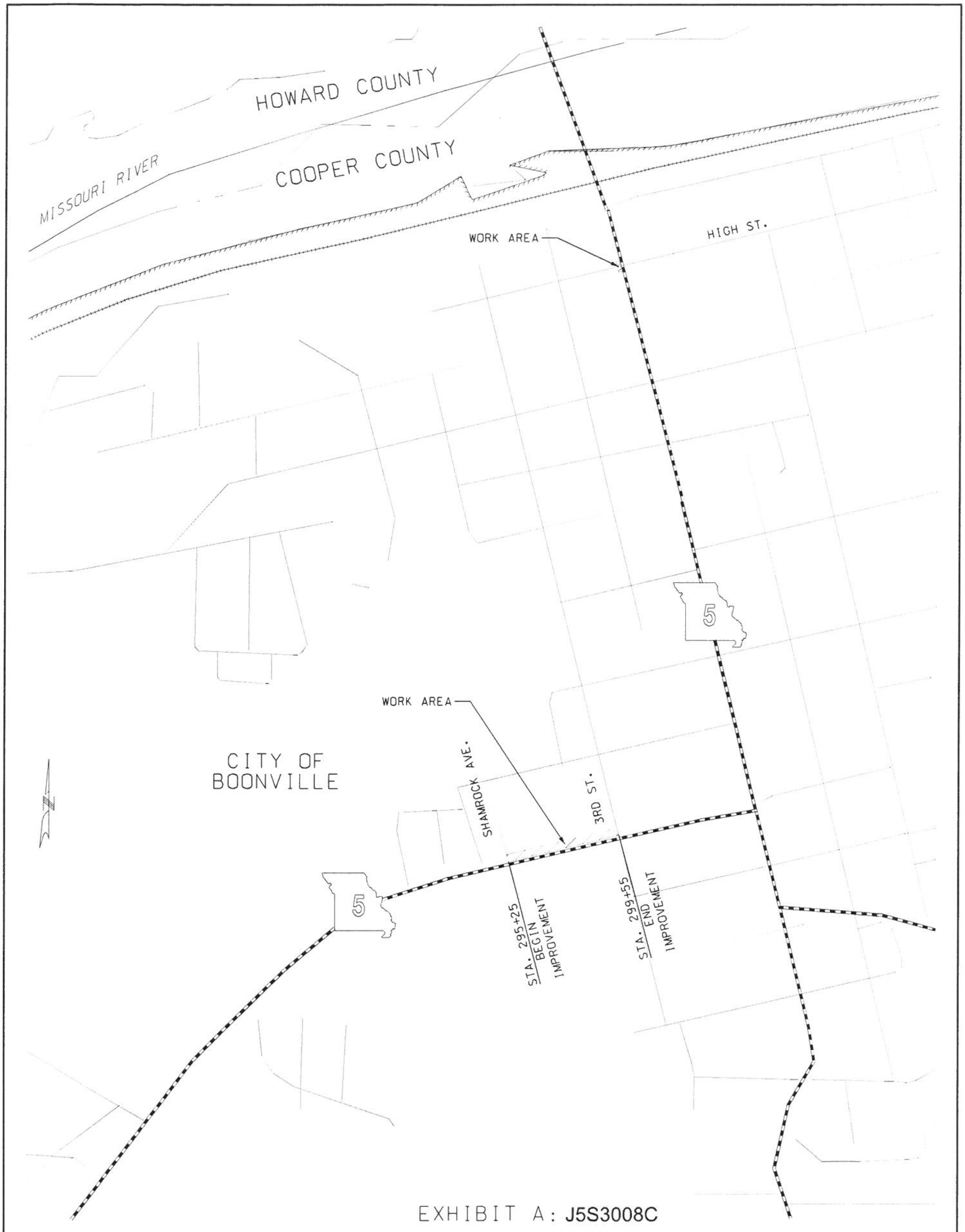
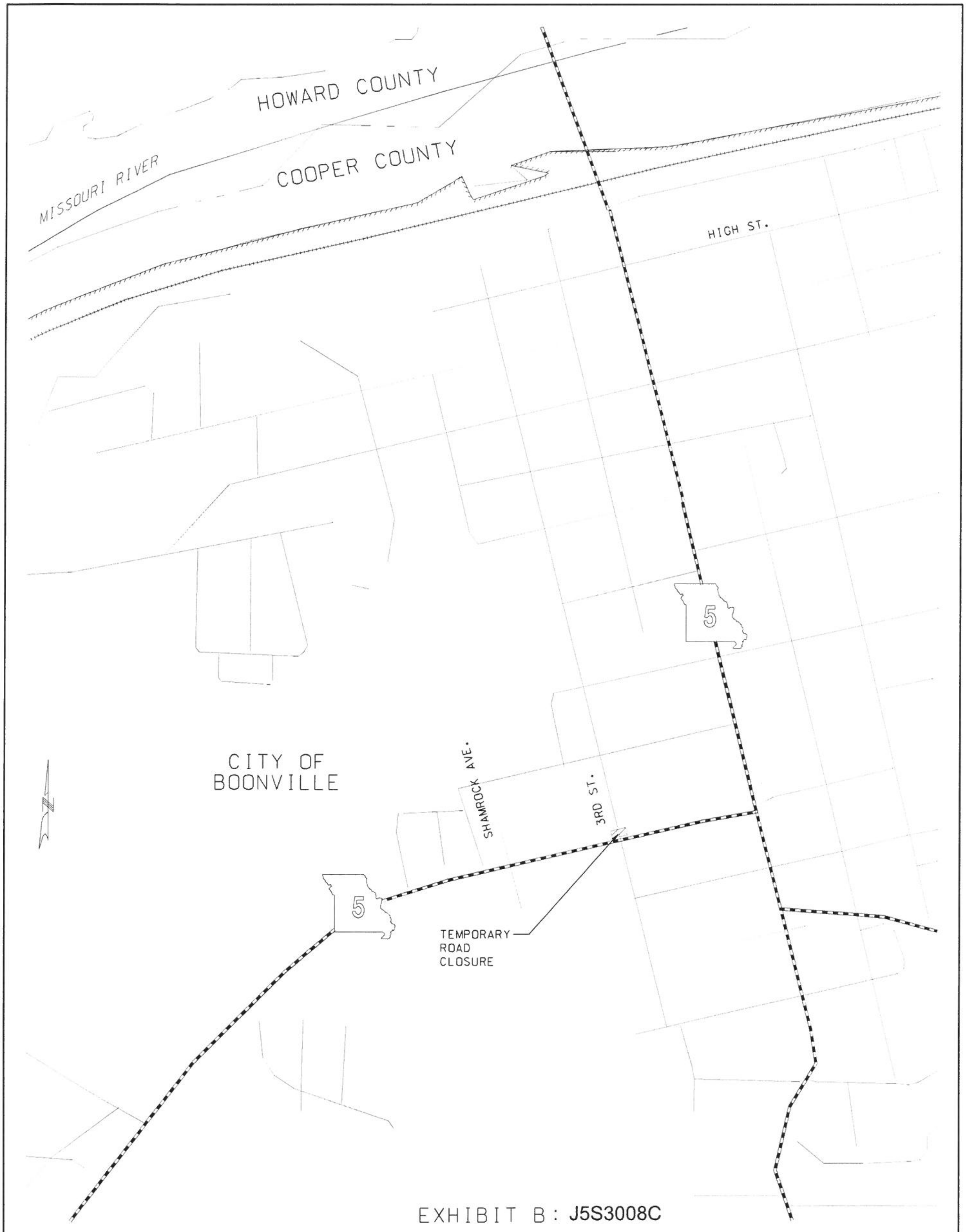


EXHIBIT A: J5S3008C


HOWARD COUNTY
MISSOURI RIVER
COOPER COUNTY
HIGH ST.
5
CITY OF
BOONVILLE
SHAMROCK AVE.
3RD ST.
5
TEMPORARY
ROAD
CLOSURE
EXHIBIT B: J5S3008C

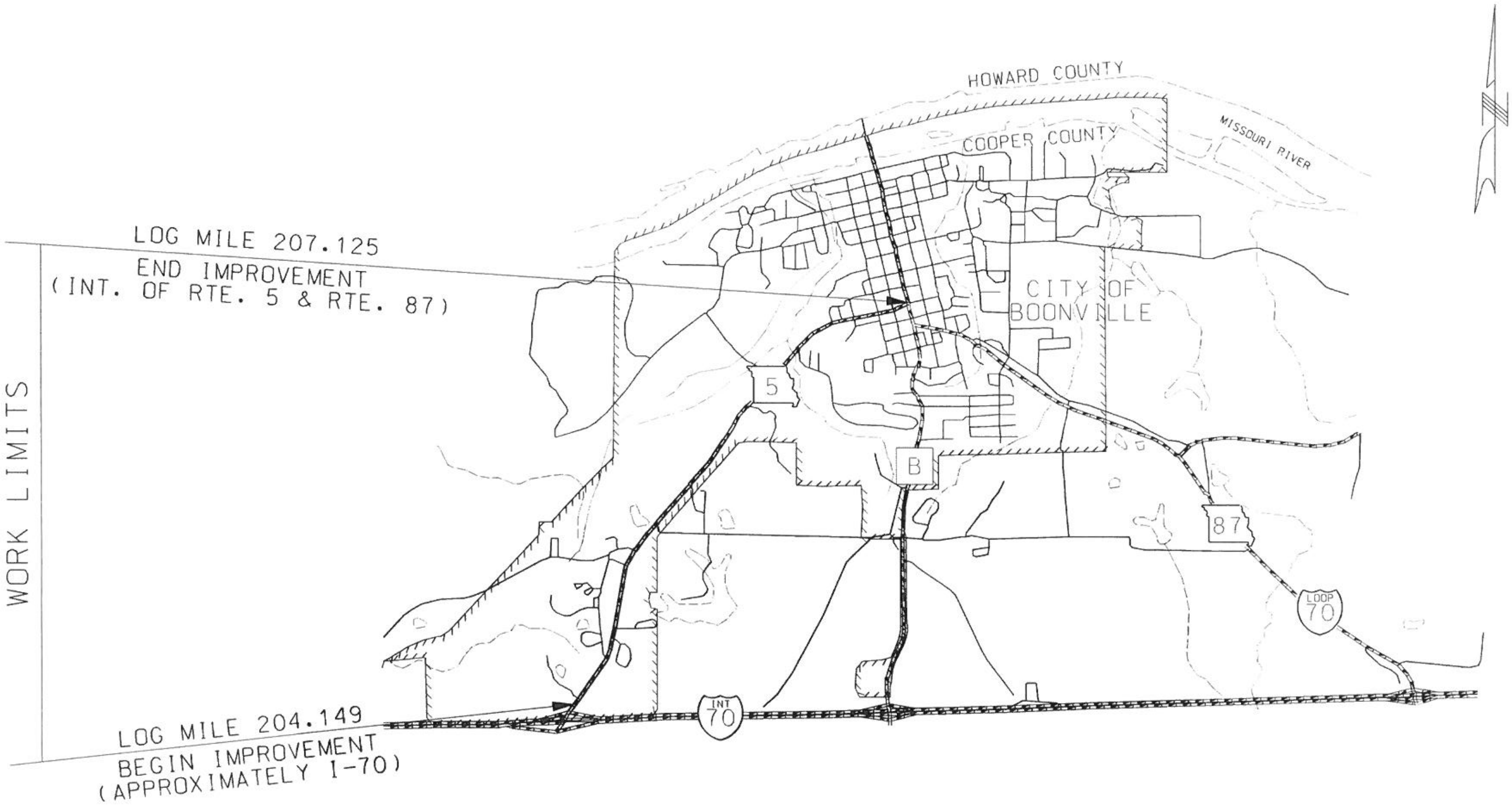


EXHIBIT C

Job No. J5L1600E

RESOLUTION NO. R2016-04

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF SEWER SYSTEM REFUNDING REVENUE BONDS FOR THE BENEFIT OF THE CITY OF BOONVILLE, MISSOURI

WHEREAS, the City of Boonville, Missouri (the "City") desires to refund the Sewerage System Revenue Bonds Series 2003 (the "Series 2003 Bonds") of the City to provide debt service savings;

WHEREAS, the City desires to select the firm of WM Financial Strategies (the "Municipal Advisor"), as municipal advisor for the City, and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), for the Sewer System Refunding Revenue Bonds Series 2016 (the "Bonds") to be issued for the benefit of the City in the approximate amount of $1,500,000 to refund the Series 2003 Bonds; and

WHEREAS, the City desires to authorize the Municipal Advisor and Bond Counsel to proceed with the offering for sale of the Bonds; and

WHEREAS, one of the duties and responsibilities of the Municipal Advisor is to assist the City in the selection of an underwriter and the preparation of a Preliminary Official Statement and a final Official Statement relating to the Bonds; and

WHEREAS, the City desires to authorize the Municipal Advisor and Bond Counsel to proceed with the selection of an underwriter and the preparation, review and distribution of the Preliminary Official Statement and the final Official Statement relating to the Bonds.

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

Section 1. The City hereby selects the firm of WM Financial Strategies as municipal advisor, and Gilmore & Bell, P.C., as bond counsel, for the Bonds, in accordance with the terms of the agreements attached hereto. Upon completion of the preparation of the Preliminary Official Statement and the selection of an underwriter, the Municipal Advisor and Bond Counsel are hereby authorized to proceed with the offering for sale of the Bonds. The selection of the underwriter for the Bonds shall be determined and approved by subsequent resolution of the City Council of the City. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City.

Section 2. The City Council hereby authorizes the preparation of a Preliminary Official Statement and a final Official Statement by amending, supplementing and completing the Preliminary Official Statement, and authorizes the execution of the final Official Statement by the Mayor of the City or other appropriate officials or officers of the City with such changes and additions thereto as such officials or officers shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Bonds.

Section 3. For the purpose of enabling the underwriter of the Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor of the City or other appropriate officials and officers of the City are hereby authorized, if requested, to provide the underwriter a letter or certification to the effect that the City deems the information contained in the

Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the underwriter to comply with the requirements of such Rule.

Section 4. The City agrees to provide to the underwriter within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the underwriter, whichever is earlier, sufficient copies of the final Official Statement to enable the underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor and other officials and officers of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption by the City Council.

PASSED by the City Council of City of Boonville, Missouri on March 7th, 2016.

CITY OF BOONVILLE, MISSOURI

Julie Thacher, Mayor

[SEAL]

ATTEST:

Teresa Studley, City Clerk

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February 10, 2016

City of Boonville, Missouri
401 Main Street
Boonville, Missouri 65233
Attention: Irl Tessendorf

Re: Proposed Issuance of Sewerage System Refunding Revenue Bonds Series 2016

Dear Irl:

We are pleased to submit this proposal to serve as bond counsel in connection with the proposed issuance of sewerage system refunding revenue bonds (the "Bonds") for the purpose of refunding the City's outstanding Sewerage System Revenue Bonds Series 2003. The purpose of this letter is to set forth our responsibilities and fees with respect to this financing.

As bond counsel, we will perform the following services:

1. assist the City's financial advisor and underwriter in planning the financing and structuring the issue;

2. examine applicable law as it relates to the authorization and issuance of the Bonds and our opinion, and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the financing;

3. prepare the ordinance authorizing the Bonds and other authorizing proceedings and legal documents relating to the authorization and issuance of the Bonds;

4. attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction prior to the issuance of the Bonds;

5. assist the City's financial advisor and underwriter in preparing certain portions (described below) of the Official Statements or any other disclosure documents to be disseminated in connection with the sale of the Bonds;

6. assist the City or others in obtaining from governmental authorities such approvals as we determine are necessary or appropriate with respect to the issue;

7. review certified proceedings and documents relating to the authorization and issuance of the Bonds;

8. render our legal opinion regarding the validity of the Bonds, the federal and Missouri income tax treatment of interest on the Bonds, and such related matters as may be necessary or appropriate;

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9. coordinate the closing of the transaction with the City's financial advisor and underwriter, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds; and

10. undertake such additional duties as we deem necessary to complete the financing and to render our opinion.

Our opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of such date. Continued monitoring and other action to assure compliance with federal tax and securities requirements may be necessary subsequent to the issuance of the Bonds. Should the City want our firm to assist with such compliance (*e.g.*, ongoing securities law disclosure), our participation in such post-closing matters may be requested, and a separate engagement involving additional compensation will be required.

In rendering our opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the City or the adequacy of the security provided to investors, and we will express no opinion relating thereto.

In performing our services as bond counsel, our client will be the City and we will represent its interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City does not alter our responsibility to render an objective opinion as bond counsel.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Bonds (except as described herein), nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the City, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds, (ii) legal matters, (iii) Missouri and federal law pertinent to the validity of the Bonds and the income tax treatment of interest paid thereon, (iv) appropriate description or summary of the ordinance authorizing the Bonds and (v) our opinion.

Based upon our current understanding of the terms, structure, size (approximately $1,500,000) and schedule of the financing, we propose a bond counsel fee of $12,000, inclusive of out-of-pocket expenses.

If the foregoing terms of this engagement are acceptable, please have an appropriate official of the City sign and return a copy of this letter, retaining the original for your or the City's files. We look forward to working with you.

Very truly yours,

E. Sid Douglas III

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ACCEPTED and APPROVED:

Date: March ___, 2016

CITY OF BOONVILLE, MISSOURI

By:_________________________________

Title:_______________________________

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FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement"), dated as of March 7, 2016, is between Joy A. Howard /dba/ WM Financial Strategies and the City of Boonville, Missouri (the "City").

The City agrees to hire WM Financial Strategies and WM Financial Strategies agrees to act as financial advisor to the City to provide services relating to the issuance of Sewerage System Refunding Revenue Bonds, Series 2016 (the "Bonds"), on the terms set forth below:

1. ISSUE DESCRIPTION. Subject to continued favorable interest rates the City intends to issue the Bonds for the purpose of refunding the City's outstanding of Sewerage System Revenue Bonds, Series 2003 that were purchased by the United Stated States Department of Agriculture Rural Development.

2. SCOPE OF SERVICES. The City hires WM Financial Strategies to provide the services set forth in the attached Exhibit. The services described in the Exhibit are hereby incorporated by reference.

3. AGREEMENT TO PROVIDE INFORMATION. The City agrees to provide WM Financial Strategies with information required to provide the services set forth herein, including financial statements, budgets, and other relevant documents.

4. ADVISORY FEES. WM Financial Strategies shall receive a fee equal to $12,000 payable and contingent upon the closing of the sale of the Bonds.

5. OUT-OF-POCKET EXPENSES. The fee set forth above includes WM Financial Strategies' out-of-pocket expenses for in-house reproductions, postage and courier services.

6. PROPERTY OWNERSHIP. All reports, studies and data obtained or compiled as part of this Agreement shall be the property of the City. All such reports, studies and data shall be delivered promptly to the City as completed. The City may additionally request receipt of partially completed reports, studies and data in order to assess the status of completion of services.

7. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

The City of Boonville, Missouri	WM Financial Strategies
BY: ______________________________	BY: ______________________________
TITLE: ___________________________	TITLE: ___________________________

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EXHIBIT
SERVICES

- Financing Plan

WM Financial Strategies will develop a financing plan that will include recommendations with respect to the timing of the Bond sale, a maturity schedule, redemption features, and other terms required to market the Bonds.

- Document Preparation

WM Financial Strategies will assist the City and Bond Counsel in the development of the authorizing ordinance and other Bond documents.

- Official Statement Preparation

WM Financial Strategies will prepare the Preliminary and Final Official Statement (collectively the "Official Statement") to be used in conjunction with the sale of Bonds. In order to assist the City in fulfilling its disclosure obligations, WM Financial Strategies will prepare the Official Statement in a form generally consistent with the Government Finance Officers Association's Disclosure Guidelines. In preparing the Official Statement, WM Financial Strategies will collect, research, develop and compile data for use therein and shall attempt to remove as much of this responsibility as possible from the City's staff; however, the City will be responsible for the accuracy of the Official Statement.

- Paying Agent/Escrow Agent and Printer Selection

WM Financial Strategies shall assist the City in selecting a bank to serve as the Paying Agent and Escrow Agent and shall assist in selecting an official statement printer (if printed documents are required) through a competitive proposal process.

- Bond Marketing

WM Financial Strategies shall develop a marketing plan for the sale of Bonds including preparing a request for proposals, appraising the proposals received, recommending the firm to be selected and finalizing the terms of the sale to reflect the City's best interest.

- Market Analysis

In order to appropriately advise the City on the establishment of a desirable sale date and to keep the City abreast of the cost of the financing plan under development, WM Financial Strategies shall monitor the following:

- The general condition and trends in the economy.
- The condition of capital markets including the imposition of any unusual restraints on monetary supply by the Federal Reserve System.

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- The status of recently sold municipal issues.
- The supply of issues coming to market.

- **Mathematical Computations**

WM Financial Strategies will prepare maturity schedules and other schedules showing mathematical results including the source and disbursement of funds, yield calculations, savings and escrow account calculations. These schedules will be prepared using the computer systems and proprietary software maintained by WM Financial Strategies. The schedules will be updated from time to time to reflect changes in market conditions.

- **Attendance at Meetings**

WM Financial Strategies shall attend meetings to explain the progress of the transaction and the various documents to be adopted by the City.

- **Closing Services**

WM Financial Strategies will provide services required to effectuate the Bond closing. including assisting with the establishment of the Bonds accounts, transfer of funds at the time of the Bond closing, and obtaining CUSIP identification numbers.

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BILL NO. 2016-006 **ORDINANCE NO. _______**

AN ORDINANCE ACCEPTING AND APPROVING THE BUDGET FOR THE CITY OF BOONVILLE, MISSOURI, FOR THE PERIOD OF APRIL 1, 2016 THROUGH MARCH 31, 2017, ESTABLISHING ALL SALARIES AND VARIOUS EXPENSE ALLOWANCES AS SET OUT IN SAID BUDGET.

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

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2016 and ending March 31, 2017, attached hereto as Exhibit A, is hereby approved and accepted.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

FIRST READING: MARCH 7, 2016.

READ FOR THE SECOND TIME AND PASSED THIS 21ST DAY OF MARCH 2016, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

____

President of the Council

APPROVED THIS 21ST DAY OF MARCH, 2016

____

Julie Thacher, Mayor

ATTEST:

____

Teresa Studley, City Clerk

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HOUSING AUTHORITY
of the City of Boonville
506 Powell Ct. Office: 660-882-7332
Boonville, MO 65233-1521 Fax: 660-882-6811

EQUAL HOUSING OPPORTUNITY

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON February 10, 2016

On the 10th day of February, 2016 at 12:00 P.M. the Housing Authority Commissioners met in the Community Room at 506 Powell Court, Boonville, MO.

Roll Call:	**A roll call of the following members were present:**	
Present:	**John Linville**	**Chairperson**
	Marilyn Adkins	**Vice-Chairperson**
	Charles Green	**Commissioner**
	Albert Turner	**Commissioner**
	Laura Holman	**Commissioner**
	Robert Rorah	**Secretary**
Absent:	***Vacant***	***City Council Rep.***
Guest:	**Stacey Pagliaro &**	**Scotty Purvis**

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

1. **Consideration was given and discussion held on minutes of the January 13, 2015 regular board meeting. Motion was made by Albert Turner to approve the minutes. The motion was seconded by Charles Green. The motion passed.**
2. **Review of UMB Bank Balance of $52,276.74 on Feb. 10, 2016. Report on Bills Paid in January-2016, Bank Reconciliation Statement/December 31, 2015. UMB Statement/Dec. 31, 2015. Operating Budget Trial Balance/Dec. 31, 2015.**
3. **Report of the Secretary included: Project Performance Reports for Jan. 31, 2015 (*PIC Reports for Jan. 31, 2016 will be reported in March, 2016*)**
5. **Unfinished Business: Consideration was given and discussion held on Outlet & Switch Contract, Interior & Exterior Door replacement.**
6. **New Business included: MONAHRO Spring Conference, Legislative Conference, Financial Workshop – May Workshop. Motion was made by Marilyn Adkins move the Regular Board Meeting in April to Wed. the 6th, 2016 due to a scheduling conflict. The motion was seconded by John Linville. The motion passed. The BHA new PHAS Score is 98/100.**
7. **Miscellaneous - None**
8. **Adjournment - Chairperson, John Linville asked if there was any further business to come before the Board. Hearing none, Commissioner Albert Turner made motion to adjourn. Chairperson, John Linville declared the meeting adjourn.**

CHAIRPERSON ______________________________ **Date**_______________

SECRETARY ______________________________ **Date**_______________

U.S. Department of Housing and Urban

OFFICE OF PUBLIC AND INDIAN HOUSING
REAL ESTATE ASSESSMENT CENTER

Public Housing Assessment System (PHAS) Score Report for Interim Rule

Report Date: 01/22/2016

PHA Code:	MO054
PHA Name:	Housing Authority of the City of Boonville
Fiscal Year End:	06/30/2015

PHAS Indicators	Score	Maximum Score
Physical	38	40
Financial	25	25
Management	25	25
Capital Fund	10	10
Late Penalty Points	0	
PHAS Total Score	**98**	**100**
Designation Status:	**Small PHA Deregulation**	

Published 01/22/2016 Initial published 01/22/2016

Financial Score Details	Score	Maximum Score
1. FASS Score before deductions	25.00	25
2. Audit Penalties	0.00	
Total Financial Score Unrounded (FASS Score - Audit Penalties)	25.00	25

Capital Fund Score Details	Score	Maximum Score
Timeliness of Fund Obligation:		
1. Timeliness of Fund Obligation %	90.00	
2. Timeliness of Fund Obligation Points	5	5
Occupancy Rate:		
3. Occupancy Rate %	100.00	
4. Occupancy Rate Points	5	5
Total Capital Fund Score (Fund Obligation + Occupancy Rate):	10	10

Notes:

1. The scores in this Report are the official PHAS scores of record for your PHA. PHAS scores in other systems are not to be relied upon and are not being used by the Department.
2. Due to rounding, the sum of the PHAS indicator scores may not equal the overall PHAS score.
3. "0" FASS Score indicates a late presumptive failure. See 902.60 and 902.92 of the Interim PHAS rule.
4. "0" Total Capital Fund Score is due to score of "0" for Timeliness of Fund Obligation. See the Capital Fund
5. PHAS Interim Rule website - http://www.hud.gov/offices/reac/products/prodphasintrule.cfm

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BOONVILLE
MISSOURI

CITY SERVICES • 1200 LOCUST STREET • BOONVILLE, MISSOURI 65233-1358 • 660-882-5257 • FAX 660-882-8218

MEMORANDUM

TO: Street, Alley and Sanitation Board

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

DATE: February 19, 2016

RE: February 24, 2016 Meeting Cancellation

The Street, Alley and Sanitation Board regularly scheduled meeting for Wednesday, February 24, 2016 is cancelled. There are no pending agenda items for board consideration.

M L Cauthon III

M. L. Cauthon III

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Project Hail Ridge
Wednesday, February 24, 2016
City Council Chambers

Members Present:
Darryl Tower (Chair), Julie Thacher, Charissa Mayes, M.L. Cauthon, Steve Hage, Kate Fjell, Whitney Venable, Rob Vanderlinden

Members Absent:
Kimberly Page, Becky Ehlers, Gary Nauman

The Hail Ridge Committee held their first meeting on Wednesday, February 26th at 2:30PM at Boonville City Council.

Darryl Tower informed the committee that the preliminary plat for the Hail Ridge housing development has already been developed and will be going through the planning and zoning commission in the couple months. Through this development process it was necessary to convert the golf course from 18 holes to 9 holes to maximize the residential development of the area.

The Hail Ridge committees' purpose is to recommend options to the council regarding the following issues:

- Final design of the golf course
- Recommendation on the event center size and function(s)
- Operation and maintenance of the golf course
- Branding and naming of the golf course
- Shutdown and reopen time frame
- Who will ensure the long term quality of the course

The following issues will be dealt with in future meetings and recommendations will be made for the City Council's consideration when appropriate.

Darryl asked the members to send him available dates and times that could work for future meetings, it is anticipated the committee will meet weekly or biweekly for the next 90 days.

The meeting was adjourned at 4:00PM.

Submitted, Kate Fjell
Acting Secretary

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PROJECT PELE` COMMITTEE- DRAFT Minutes
February 29, 2016
10:00 A.M.

City Council Chambers
525 E. Spring Street

Members Present: Gary Nauman, Mark Ficken, Chris Shikles, Ned Beach, Scott Vogler, Kate Fjell, Vanessa Dorman, Charlie Melkersman, Jimi Barbarotta, Charissa Mayes

Members Absent: Jim Gann

I. Call to Order
The meeting was called to order by acting chair, Gary Nauman at 10:05

II. Read and Approve Minutes: None

III. Public Comments: None

IV. Old Business: None

V. New Business

A. Election of Chair and Secretary
Mark moved and Ned seconded that Gary Nauman serve as Chair of the committee, the motion passed unanimously

Mark moved and Ned seconded that Kate Fjell serve as secretary for the committee, the motion passed unanimously.

B. Set Meeting Time and Date
Gary informed the Committee that we would need to meet monthly throughout this year and asked about setting a permanent meeting date and time. Charlie asked that the meeting schedule should be set in consideration of the City Council and School Board meetings so that both bodies can stay current and up to date on the committee work. The School board meets the third Wednesday and City Council meets the first and third Mondays. Charlie moved that the committee set their meeting date to be the second Monday of each month at 10AM, City Council Chambers. Mark seconded the motion; the motion passed unanimously. The next meeting will be Monday, March 14th at 10AM.

C. Project Pele` Overview
Scott passed out two preliminary soccer field layouts (attached) and explained that the layout was preliminary, final layouts will be depended on a survey, soil samples, and contour of the property.

The plan is to have 5 new soccer fields for a total of 6 fields. Additionally, one of the new fields will be synthetic and possibly be domed in the future for year round play. The field layout has a built in 20 foot buffer around each field, will be lighted and some of the fields will be terraced to provide better seating and viewing for spectators. The soccer fields will be connected to each other by a concrete trail. Jimi inquired if the trail would be wide

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enough to allow a gator to be used by trainers and emergency personnel during tournaments. Scott answered that the trail would need to be 10 feet wide to allow use by a gator and that could be accommodated.

Scott addressed the layout of the fields on the properties currently owned by the City and/or School and he recommended that field #3 be eliminated as it will require the most fill and is the most costly to build. The Committee agreed with Scott's recommendation to eliminate #3.

Gary asked Chris if there was any issue with moving the football practice field from its current location to the Field #4 location. Both Chris and Mark felt the new location would be better since it would be closer to the football field.

Gary noted that the only complaint he heard was about restrooms; and if there was a need to build another restroom facility on the school grounds for the increased use.

Once the survey is completed, Scott explained that the final layouts could be done and this would go to planning and zoning for review. All of the layouts require significant fill, retaining walls and terracing.

D. Discuss Purpose

Gary explained to the Committee that the primary purpose of this group was to develop a recommendation on an intergovernmental agreement that will define the roles and the responsibilities of both the School and City. This will be taken to the City Council and School Board for final review and approval. Gary asked if the school board could solicit other school districts for examples and he would be soliciting the Missouri Parks and Recreation Association. If any agreements are received by the next meeting, they will be brought for discussion.

Kate asked about the timeframe for the Committee's work. Gary explained that the City hopes to begin construction on the fields by 2017, so draft agreements will need to be finalized by then.

VI. Miscellaneous

Jimi informed the group that Chris and he would be meeting with a representative from GSI, a group that organizes large soccer tournaments in Kansas City. They would be asking for input and ideas to assist us in developing final plans. Chris will provide a report at the next meeting.

Jimi also asked about bringing in the US Soccer Foundation into this project as they have grant funding available to assist with irrigation, turf and lighting. Kate suggested that getting them involved as early as possible would be helpful to make sure the grant cycle and construction cycle sync. Once the survey is complete and layout is finalized, Jimi will begin discussions with the Foundation about possible funding assistance.

VII. Adjourn

There being no further business, the meeting was adjourned at 11:30AM.

Kate Fjell, Secretary

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BOARD OF PUBLIC WORKS
MEETING
February 25, 2016

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. February 25, 2016. The following voting members were present: Kathy Lang, Wade Davis, Ed Scrivner and Van Donley. Other members present: M.L Cauthon III, Director of Public Works. Also present; Irl Tessendorf, City Administrator.

ABSENT or EXCUSED: Becky Ehlers, Council Representative

MINUTES:
Minutes of the February 10, 2016 Board of Public Works meeting were approved as presented. The motion to accept was made by Mr. Donley, seconded by Mrs. Lang. Voting yes: Lang, Davis, Scrivner and Donley. Voting no: none.

PUBLIC COMMENTS: None.

ACCOUNTS:
Motion was made by Mr. Davis to approve the bills to be paid March 7, 2016. The motion was seconded by Mrs. Lang. Voting yes: Lang, Davis, Scrivner and Donley. Voting no: none.

OLD BUSINESS: None

NEW BUSINESS:

a. Discussion of 2016-2017 budget - Mr. Tessendorf discussed water and wastewater revenues and revenue projections and the necessity for water and sewer rate increases. He reviewed the wastewater Integrated Management Plan and its implication on rates and project funding. He reminded the Board of current and upcoming regulatory challenges at the water and wastewater plants. He discussed the mandate for the reduction of Infiltration and Inflow (I & I) in the sanitary sewer collection system. Mr. Donley made the motion, seconded by Mr. Scrivner to accept and recommend the 2016-2017 water and wastewater budgets. Voting yes: Lang, Davis, Scrivner and Donley. Voting no: none.

MISCELLANEOUS:
Mr. Cauthon reported on on-going water and sewer projects.

ADJOURN:
With no further business the meeting was adjourned at 6:58 p.m. with the motion from Mr. Scrivner, seconded by Mrs. Lang. Voting yes: Lang, Davis, Scrivner and Donley. Voting no: none.

Respectfully submitted,

____
M. L. Cauthon III

Approved by:

____
Wade Davis, Chairman

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

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

Economic Development Report
February 18, 2016

1. **Follow up Items**
   a. Strategic Planning
      i. Strategic Plan – Still Pending
      ii. Request for support for SFCC Furniture (Handout)
2. **Attraction Activities**
   a. Missouri Partnership Projects:
      i. Project Sesame 2
         1. Rolla Announcement (Handout) – Discussion
         2. Communications from Site Selection Consultants (Handout)
         3. Rolla newspaper story regarding incentives (Handout)
      ii. Project Tito – Site Visit on 1/28, Notification on 2/1, Proposal due 2/15 – Discussion
         1. Establishment of lending consortium
         2. Support from USDA
      iii. NEW – Project Cadre – No Response (Handout) – Note Mid Missouri
      iv. NEW – Project Dogwood – No Response (Handout)
   b. Commercial Property Changes:
      i. Oswald Farm, Represented by Vista Properties have lowered their price, inquired about inclusion within the city limits.
      ii. Indeeco property is now represented by Mel Zelenak of Maly Commercial RE
3. **Expansion/Retention Activities**
   a. No Activity
4. **Economic Gardening Activities**
   a. Heartland Farm Energy
      i. Wilbert for update
   b. A concept has emerged for the former Artex Building
      i. Received preliminary estimates – See CDT Article (Handout)
      ii. Discussion of USDA grants/loans as applicable
   c. First RLF loan closed!
5. **Community Engagement Initiatives**
   a. Interview with VOX magazine 2/10/15
   b. Request by Caleb Rowden to testify to Mo House Committee on 2/9 (I deferred)
6. **Workforce Development**
   a. Certified Work Ready Community Designation
      i. Improvement from 17% when I started – Now 92% - Extension Requested
      ii. Will be advertising for test takers
   b. TechHire Grant
      i. SFCC, MACC, Columbia and Boonville may do a joint application
7. **Local Project Reports**
   a. **"Project Corn" – Alternative energy manufacturing**
      i. No Activity
   b. **"Project Bed" – Quasi-governmental service provider – green fields project**

        i. No Activity

c. **"Project Sapphire" – Manufacturer - Supplier to Project Egg**
    i. No Activity
d. **"Project Teach" – Not "Official" yet**
    i. Should have formal announcement after January 1, 2016
e. **"Project Bed 2" – Quasi-governmental service provider – Candidate for Kemper Campus**
    i. Proposal Submitted on 1/18
f. **"Project Sparkle" <u>AKA Sprit of '76</u> – Wholesaler of Consumer Goods**
    i. ANNOUNCED – 2/2!
g. **"Project Fig" – Data Center**
    i. No activity
h. **NEW - "Project Pen" – Materials Processing**
    i. No activity

8. <u>Kemper Campus</u>

a. No Activity

9. <u>Other Matters</u>

a. Update on COMO Connect Fiber to the Home project
b. States Changing Course on Incentives article (**handout**)
c. Interesting article on workforce trends (**handout**)

10. <u>Upcoming Activities</u>

a. Columbia area economic outlook conference – 2/16
b. CORE ED meeting – 2/16
c. Ameren regulatory meeting 2/19
d. Heartland Economic Development Conference – April 24 – 28

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Rolla Daily News

Council takes step to help Hartmann USA

Although Hartmann USA is a month and a half away from closing the deal on the purchase of the former Briggs and Stratton property, the Rolla City Council took action Monday night to begin helping the company buy equipment to put into the building.

Hartmann USA will locate in the former Briggs and Stratton property.

By R.D. Hohenfeldt

Posted Feb. 2, 2016 at 5:40 PM

Although Hartmann USA is a month and a half away from closing the deal on the purchase of the former Briggs and Stratton property, the Rolla City Council took action Monday night to begin helping the company buy equipment to put into the building.

"This is the first step," City Administrator John Butz said of the resolution of intent of the city government to issue industrial revenue bonds to finance the project.

Butz explained that the resolution will set in motion a series of events that will lead to the issuance of the bonds, providing money for the Danish manufacturing company to purchase the equipment it needs to set up shop at Hy Point Industrial Park.

"The equipment will remain in the city's name," Butz said. "The equipment itself becomes the collateral."

Keeping it in the city's name will exempt the equipment from the personal property taxes levied by the Rolla 31 School District and Phelps County. The city government does not levy personal property tax.

Butz said that because the manufacturing facility will be highly automated, it is "an equipment-intensive operation." Consequently, "the issue of personal property tax surfaced early in negotiations," he said.

The resolution of intent passed by the council notes that the Missouri Constitution and the revised statutes of Missouri authorize a municipality such as Rolla "to purchase, construct, extend and improve certain projects" and "to issue industrial development bonds" to pay the costs of those projects and then "to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes."

These were referred to as Chapter 100 bonds, apparently because the authorization is found in Section 100.010 to 100.200 of the Missouri statutes.

Hartmann USA has asked the city to issue bonds with a principal amount of $55 million, according to the resolution. The bonds and interest will not be a debt of the city or the state, and the government will not be liable for them.

Butz said the company will pay off the bonds and interest. He also said the company would make payments in lieu of taxes to the school district and county government "equivalent to 25 percent of the assessed personal property value for five years and then 50 percent of the assessed personal property value for another five years before gong fully on the tax rolls."

A time schedule given to the council shows that the next steps are:

• By Tuesday, Feb. 2, the company was to provide information to bond counsel about the estimated total investment in personal property, the anticipated schedule of investment and the depreciation schedule of the personal property.

• By Friday, Feb. 5, drafts of the plan for industrial development and cost-benefit analysis will be distributed.
• By Friday, Feb. 12, comments from the involved parties on those drafts are due.

• By Tuesday, Feb. 16, initial drafts of bond documents and the revised draft of the plan for industrial development and cost-benefit analysis will be distributed.

• By Thursday, Feb. 18, the plan will be finalized.

• By Friday, Feb. 19, the city must provide the affected taxing districts (school and county) with advance notice.

The bond counsel and city council will continue working on the bond documents.

By the March 7 council meeting, an ordinance approving the plan and authorizing the bonds will be ready for first reading. Final reading is scheduled for Monday, March 21.

In late March, the documents will be signed and the deal will be closed.

Cyndra Lorey, executive director of the Rolla Regional Economic Commission, spoke to the council at the beginning of the meeting about what had been known as Project Sesame.

"It moved so extremely fast," she said of the project. Sept. 4 was the first time she was contacted about it by the state government. "By the end of September, we were one of 43 sites submitted as potential sites," she said.

Then on Oct. 13, she was informed "we did not even make the first cut." But on Oct. 19, the word came that the company had taken another look at the Briggs and Stratton building. Lorey speculated it was because the company officials saw a video produced by the RREC.

Then came the word that Rolla was one of six or seven possibilities and more information was sought. Then a quick site visit was made to the city by company officials.

Then came a call from the company asking for incentives and concessions.

By Dec. 2, an in-depth site visit was made.

Then came the notice that Rolla was the choice and by Jan. 25, "they finalized the negotiations on the building."

There is still 45 days for due diligence on the transaction between Big Industrial Company, which owns the building, and Hartmann USA, which wants to own the building.

Lorey thanked Vicky Cason, staff engineer for Rolla Municipal Utilities, and Rolla Public Works Director Steve Hargis for their work in preparing information and calculations.

She said MoSci and Brewer Science administrators also were instrumental in providing information to Hartmann.

Mayor Louis Magdits IV thanked Lorey for her work, noting that she "had to scramble" many times to gather information from various sources quickly.

"You did a great job," he said.

And Councilman Jim Williams, of the 5th Ward, said, "We're just happy to have something in Briggs and Stratton. We hope they stay for a long time."

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Summary

In this paper, we review the facts about the workforce of the next 20 years. We look at the ongoing revolution in the nature of work and its impact on the workforce.

I. **People Now Working Will Dominate the Future US Workforce** An estimated 84 percent of those now working will still be in the workforce 10 years from now. Today's working adults will comprise upwards of two thirds of those working in 2035. For employers, the current workforce is the primary source of future skilled workers.

II. **Nature of Work Is Changing Almost Beyond Recognition** Growth in the number of jobs in occupations requiring advanced knowledge, skills, and flexibility continues to far outpace the growth in the number of jobs in routine occupations largely requiring routine and repetitive tasks.

Jobs in "Routine" Occupations are Fading Fast The economy produced a net 12 million new jobs from late 2010 through 2015. Yet, the growth has not been equal. More than *six million* jobs lost in occupations involving mostly routine tasks have not returned. In 2000, routine occupations made up 35 percent of the workforce; by 2015, it had dropped to 25 percent.

Demand Rising for Occupations with More Knowledge, Thinking, and Flexibility Official projections predict strong growth in the so-called non-routine occupations. Growth in these occupations has more than made up for the loss in routine occupations. Technology will almost certainly transform many now routine occupations into positions requiring much more knowledge, thinking, and flexibility.

Growing Occupations Will Not Necessarily Require a College Education However, this will most often require education and training beyond high school as well as a set of "soft" skills not usually required for routine occupations. This will be a challenge especially for the adults who do not have a high school degree. Even well-educated and highly skilled employees will need continuous education, training, and retraining.

III. **A Comprehensive Understanding of Changing Skills Needed** A few score occupations have a clearly defined set of required skills. Most occupations have few clearly defined skills. The modern workplace requires an objective understanding of the talent requirements of all work throughout any given organization and local labor market - a complex and nuanced challenge.

IV. **US Has Many Resources, No System** More than one third of working adults currently take some kind of work-related education or training. However, we know little about the type or duration of the learning involved or its relation to employers' needs. Similarly, community colleges, universities, and federal programs lack focus on incumbent worker learning. Sharp higher education funding cuts during the recession have not helped.

V. **An Active Workforce Policy Offers Opportunity for Long-Term Success** Resolution of the skills problem will take careful planning and execution with input from employers, employees, educators, and policy makers of all types. All players will need to continuously coordinate and adjust policies, provide accessible schedules, develop objective certification credentials, tailor financial aid to working adult needs, and offer rigorous work-based learning.

PLAZA COMMERCIAL REALTY

2501 BERNADETTE DR.
COLUMBIA, MO 65203
PH: 573-445-1020
FAX: 573-445-2613

BUSINESS PROPERTY
LEASING & SALES

Jim,

Thanks again for all of your help with Spirit of 76 Fireworks. You, and the City of Boonville epitomized customer service during the whole process. Please don't hesitate to call if we can ever help w/anything.

Thanks,

Mike

PAUL LAND, SIOR
Owner
landreal10@aol.com

www.PaulLand.com

SIOR Individual Membership
Society of Industrial and
Office REALTORS®

MIKE GRELLNER, SIOR
Vice President
mikegrellner@plazarealestate.com

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Public Works Monthly Report
February 2016

WWTP:
Total flow processed - 31,370,000 gallons
Average daily flow - 1,082,000 gallons
Sludge disposed - 98.43 tons
Precipitation - .31" total
Remarks -

WTP:
Gallons pumped from river - 32,124,000 gallons
Gallons pumped to customer - 32,333,000 gallons
Precipitation - .27" total
Remarks -

Water Distribution / Sewer Collection:
Installed or renewed water service - 4
Remarks - extended 6" and 2" water lines to SFCC Science Building; extended 2" water line to general vicinity of future Cancer Park; excavated and jetted WTP basin drain line; installed 6" sewer service line for SFCC Science Bldg; assisted with snow removal; jetted sewer lines for Pilot Grove; continued systematic inspection of manholes; continued updating sewer system maps; routine sewer jetting and TV inspection.

Street Department:
Cleaned-up alley behind In & Out; assisted with water and sewer lines at SFCC Science Hall; hauled brush for right of way cutting; two snow events; repaired street cuts and pot holes.

Central Garage:
Vehicles serviced and inspected -9
Vehicle and equipment repairs - 22
Remarks: assisted with snow removal

Project Status:
1) Sewer Collection System Rehab (Insituform): Contractor - Insituform Technologies. Line inspection and heavy cleaning completed. Waiting scheduling of lining crew.
2) Sewer Collection System Manhole Lining: Contractor - Mid-MO Environmental. Scheduled to be on-site third week of March
3) WTP UV Disinfection Project: Contractor - J. Louis Crum Corp. Exchanging contract documents.

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