

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
March 2, 2015
7:00 p.m.**

I. Call to Order – Pledge and Prayer (Henry Hurt)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the February 17, 2015 Council Meeting

- A) February 17, 2015 Council Meeting
- B) December 1, 2014 Closed Session Meeting Minutes

V. Consent Items

- a. Consider Pay Request No. 4 from B & P Patterson, LLC, in the amount of \$6,512.00 for the Spring Street Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2015-004 Changing Rates to be Paid for Water and Water Services
- B) Second Reading of Bill No. 2015-005 Changing Rates to be Paid for Wastewater Service
- C) Second Reading of Bill 2015-006 Kammerich 4-plex Site Plan

VIII. New Business

- A) Consider Resolution No. R2015-03 Accepting a Bid from Concrete Solutions LLC for the Locust Street and Kemper Drive Repairs STP 1300(508)
- B) First Reading of Bill No. 2015-007 Intergovernmental Agreement to Contract for Building Inspection Services Between the City of Boonville and the City of Blackwater, Missouri
- C) Consider Resolution No. R2015-04 for Katy Bridge New Pedestrian Bridge Crossing Agreement (City Clerk has all exhibits on file for review if needed)
- D) First Reading of Bill No. 2015-008 Approving the Budget for Fiscal Year 2015-16
- E) First and Second Reading of Bill No. 2015-010 Amending Chapter 13, Section 5, Weeds and Debris code format.

IX. Reports of Standing Committees

- A) Park Board (Steve Young)
- B) Boonville Housing Authority (Ned Beach)
- C) Fire Board (Steve Young)
- D) Industrial Development Authority (Noah Heaton)
- E) Municipal Facilities Authority (Noah Heaton)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Development

- January 15, 2015 Report

City Clerk

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING REVIEW AND APPROVAL OF CITY COUNCIL

City of Boonville
City Council Meeting
Minutes
February 17, 2015

The Boonville City Council met in Regular Session on February 17, 2015 at 7:10 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator; Megan McGuire, City Counselor; and Teresa Studley, City Clerk.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present: Ned Beach, Morris Carter, Becky Ehlers, Noah Heaton, Steve Young, and Kari Evans. Councilwoman Susan Meadows and Councilman Henry Hurt were absent.

HEARING OF CITIZENS' COMMENTS

Maggie Vollmer of Boonville commented that the storm water drainage in front of 1212 Eleventh Street is a problem. The storm water drains on the north side of the property down to a garage that is going to be repaired. Ms. Vollmer wants the staff to investigate the problem.

Greg Thomas of Ward 1 commented that there is a problem of dogs running at large in the community. Mr. Thomas stated that after he has made a call to animal control, it is only a temporary solution, whereas, eventually the owners will let the dogs run at large again. Mr. Thomas stated that he has seen different departments of city staff drive by the dogs at large without taking care of the problem. Mr. Thomas advised that he has also seen dogs at large throughout the entire city. Mayor Thacher advised Mr. Thomas that city staff would investigate the problem.

APPROVAL OF THE MINUTES OF THE February 2, 2015 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. Mr. Carter moved and Ms. Ehlers seconded the motion for approval. Ayes: Beach, Carter, Ehlers, Heaton, Young, and Evans, Total (6); Opposed: None, Total (0); Absent: Meadows and Hurt, Total (2). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2015-002 AMENDING SOLID WASTE COLLECTION FEES

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Ms. Evans seconded the motion for approval. Ayes: Beach, Carter, Ehlers, Heaton, Young, and Evans, Total (6); Opposed: None, Total (0); Absent: Meadows and Hurt, Total (2). Motion Carried.

SECOND READING OF BILL NO. 2015-003 AMENDING CHAPTERS 5, 7, 13, AND 21 TO CLARIFY AUTHORITY AND SCOPE OF CODE OFFICIALS FOR CODE ENFORCEMENT AND INITIATIVES WITH REVISED EXHIBIT "A"

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Mr. Beach seconded the motion for approval. Mr. Beach questioned Ms. McGuire if by deleting Sec. 13-2 (c) (21), if there is still possible enforcement of this section with the new ordinance. Ms. McGuire responded that the section was hindering the cleanup of the property, therefore, by deleting the section, it will deal with all of the public nuisance that is on the property (hidden or not). Mr. Carter questioned Ms. McGuire of the differences between *Exhibit A* and the *Revised Exhibit A*. Ms. McGuire responded that in the *Revised Exhibit A* there is clarification of the specific rolls of city staff and of any representative designated by the City Administrator. Ms. McGuire advised the next section that was changed was the section dealing with Fats, Oils, and Greases. Mr. Heaton questioned Ms. Kate Fjell on the changes. Ms. Fjell advised with the revised ordinance our period of cleaning up properties is significantly shorter. Roll call was

taken on Mr. Carter's motion. Ayes: Beach, Carter, Ehlers, Heaton, Young, and Evans, Total (6); Opposed: None, Total (0); Absent: Meadows and Hurt, Total (2). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2015-004 CHANGING RATES TO BE PAID FOR WATER AND WATER SERVICES

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

FIRST READING OF BILL NO. 2015-005 CHANGING RATES TO BE PAID FOR WASTEWATER SERVICE

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

FIRST READING OF BILL NO. 2015-006 KAMMERICH 4-PLEX SITE PLAN

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

Mr. Beach requested that the city staff check the accessibility of emergency vehicles to the property.

REPORTS OF STANDING COMMITTEES

CEMETARY BOARD

Ms. Ehlers reported that the minutes are in the packet. Mayor Thacher thanked Ms. Ehlers for taking on the role of Council Representative for this board, whereas, due to Mr. Hurts work schedule, he was unable to attend these meetings.

BOAD OF PUBLIC WORKS

Mr. Carter reported that he was unable to attend the meeting; however, the minutes are in the packet.

PLANNING AND ZONING—January 13, 2015 Meeting

Ms. Ehlers reported that the minutes are in the packet. Ms. Ehlers advised the presentation of Ms. Vicki McCarrell, Deputy Director of State of Missouri Department of Mental Health, Division of Development Disabilities, was very informative.

PLANNING AND ZONING—February 10, 2015 Meeting

Ms. Ehlers reported that the minutes are in the packet. Ms. Ehlers wanted to point out the Kammerich 4-Plex Site Plan information is in the minutes.

POLICE BOARD

Mr. Beach reported the implementation of the new body cameras is moving along quickly. Mr. Beach reported the board has approved the purchase of a new vehicle. Mr. Heaton questioned the feelings of city staff on the bill going through State Legislature in reference to having the videos taken by the body cameras exempt of the Sunshine Law Request. Chief Bobby Welliver responded that the bill is trying to protect the privacy of citizens. Chief Welliver advised the Police Department has a policy in place for the implementation of the body cameras.

HISTORIC PRESERVATION COMMISSION

Ms. Evans reported that it was a very good meeting with new ideas. Ms. Evans advised the minutes are in the packet. Mr. Beach questioned Ms. Fjell on the Kemper Campus update. There was some discussion on the “adverse effect” of the Administration Building.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf reminded the council of the upcoming Budget Work Session on February 23 at 5:30 p.m.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPMENT

No report was offered.

CITY CLERK

Ms. Studley reported the Housing Authority of the City of Boonville Fiscal Year End June 30, 2014 Financial Statement was available in the City Clerk's office if anyone wanted to review the statement.

MISCELLANEOUS

Mr. Beach commended Mr. Gary Nauman, Parks Director, on the upcoming events that will be at the local parks. Mr. Beach commented that this was "Economic Development" for the city. Great Job!

Mr. Carter thanked the street department for a job well done on the latest snowstorm. Mr. Carter stated that the streets are passable and very clear.

Mayor Thacher commented that she has had many calls on the 8th Street repair job. Mr. M.L. Cauthon III reported that the city crews have just started the job, it is not completed. Mr. Young commented that he has received compliments on the work being done.

Ms. Evans inquired if citizens can legally have chickens in the city. Mr. Tessendorf responded that the citizens are required to have a certain amount of acreage in the city before that is allowed. Mr. Tessendorf added that he would need to give his approval as well.

ADJOURN

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

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thacher, Mayor

**CITY OF BOONVILLE
CITY COUNCIL
CLOSED SESSION MINUTES
DECEMBER 1, 2014**

The Boonville City Council met in a Closed Session on December 1, 2014 at 5:00 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor, Irl Tessendorf, City Administrator, Megan McGuire, City Counselor and Mary McAllister, City Clerk. The Sargent at Arms, Police Chief Bobby Welliver was present.

Roll Call:

The following Council Representatives were present: Henry Hurt, Morris Carter, Becky Ehlers, Noah Heaton, Steve Young, Kari Evans, Susan Meadows and Ned Beach.

Guest:

Teresa Studley entered the Chamber to meet the Council following City Clerk discussion.

RSMO 610.021 (3) Personnel – City Clerk Replacement

Irl Tessendorf distributed a memorandum to the Mayor and Council reviewing the process requirements for filling of the City Clerk position along with his recommendations for promoting Teresa Studley who is currently in the position of Water Billing Clerk.

Following review of this detailed personnel memorandum and discussion of the Administrator's recommendation for promoting Teresa Studley, all of the City Council members and Mayor affirmed and ratified his personnel promotion recommendation and welcomed the opportunity to promote this deserving employee to this important city position.

RSMO 610.021 (2) Real Estate

A potential real estate development opportunity was reviewed by Irl Tessendorf with no actions taken at this time.

Adjourn: The meeting was adjourned at 6:25 p.m.

Respectfully Submitted,

Megan McGuire, City Counselor

Approved,

Julie Thacher, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original 1 of 6
Page 1 of 2

APPLICATION NO: 4 FINAL

APPLICATION DATE: 3/2/2015

PERIOD FROM:

Spring Street Improvements Between
First and Main Streets

PROJECT NO: 454-236 STP 1300 (507)

MoDot STP 1300 (507)

CONTRACTOR: B & P Patterson, LLC

OWNER: City of Boonville

ORIGINAL CONTRACT SUM: \$268,266.85

NET CHANGE BY CHANGE ORDERS: -\$16,759.00

CONTRACT SUM TO DATE: \$251,507.85

TOTAL COMPLETED & STORED TO DATE: \$251,507.85

RETAINAGE 0%: \$0.00

TOTAL EARNED LESS RETAINAGE: \$251,507.85

LESS PREVIOUS CERTIFICATES OF PAYMENT: \$244,995.85

CURRENT PAYMENT DUE: \$6,512.00

CONTRACT TIME LIMIT DATE: December 29, 2014

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

CONTRACTOR: B & P Patterson

BY: B & P Patterson

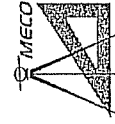
DATE:

MoDot:

BY:

OWNER:

BY:



MECO ENGINEERING COMPANY, INC.
ENGINEERS • SURVEYORS

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

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	12/1/2014		
2	1/6/15	\$5,362.00	
TOTALS		\$5,362.00	-\$22,121.00

NET CHANGE BY CHANGE ORDERS: -\$16,759.00

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ 6,512.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

BY: [Signature]

RESOLUTION NO. R2015-03

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN CONCRETE SOLUTIONS LLC AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO LOCUST STREET AND KEMPER DRIVE REPAIRS STP 1300(508); AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for this project and determined that Concrete Solutions LLC represents the best bid pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances;

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between Concrete Solutions LLC and the City of Boonville, Missouri relating to the Locust Street and Kemper Drive Repairs STP 1300(508), a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the City Administrator and the City Clerk are hereby authorized to execute and attest said agreement on behalf of the City of Boonville.

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

Passed this 2nd day of March 2015, by the City Council of Boonville, Missouri

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

Locust St & Kemper Dr Repairs CITY OF BOONVILLE, MISSOURI MODOT STP 1300 (508)				ENGINEER'S ESTIMATE		1		2		3	
Bid Opening February 18, 2015 10:00am MECO Project No. 454-237				MECO Engineering Co. 2701 Industrial Drive Jefferson City MO 65109		Concrete Solutions LLC 1164 Hwy 100 Linn MO 65051		Lehman Construction LLC 900 Russellville Road California MO 65018		B&P Patterson LLC PO Box 307 Linn MO 65051	
Item No.	Description	QTY	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 11,440.00	\$ 11,440.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 33,400.00	\$ 33,400.00	\$ 18,500.00	\$ 18,500.00
3	Temporary Construction Signs	293.5	SF	\$ 15.00	\$ 4,402.50	\$ 12.00	\$ 3,522.00	\$ 6.30	\$ 1,849.05	\$ 6.30	\$ 1,849.05
4	Movable Barricade	7	EA	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00
5	Permanent Signs	76.8	SF	\$ 15.00	\$ 1,152.00	\$ 54.68	\$ 4,199.42	\$ 25.00	\$ 1,920.00	\$ 25.00	\$ 1,920.00
6	Removal of Improvements	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 17,000.00	\$ 17,000.00	\$ 29,700.00	\$ 29,700.00
7	Linear Grading, Class 1	5.2	STA	\$ 2,000.00	\$ 10,400.00	\$ 769.23 *	\$ 4,000.00	\$ 600.00	\$ 3,120.00	\$ 1,125.00	\$ 5,850.00
8	Subgrade Compaction (street)	5.2	STA	\$ 1,500.00	\$ 7,800.00	\$ 769.23 *	\$ 4,000.00	\$ 1,200.00	\$ 6,240.00	\$ 600.00	\$ 3,120.00
9	Subgrade Compaction (Locust Driveway/alley)	175	SY	\$ 15.00	\$ 2,625.00	\$ 3.42	\$ 598.50	\$ 6.00	\$ 1,050.00	\$ 6.00	\$ 1,050.00
10	Subgrade Compaction (Locust Sidewalk)	410	LF	\$ 10.00	\$ 4,100.00	\$ 1.25 *	\$ 512.50	\$ 5.00	\$ 2,050.00	\$ 2.00	\$ 820.00
11	Geotextile Separation Fabric	1716	SY	\$ 1.50	\$ 2,574.00	\$ 2.22	\$ 3,809.52	\$ 3.00	\$ 5,148.00	\$ 3.40	\$ 5,834.40
12	4" Type 5 Aggregate Base	1716	SY	\$ 15.00	\$ 25,740.00	\$ 6.00	\$ 10,296.00	\$ 7.00	\$ 12,012.00	\$ 6.00	\$ 10,296.00
13	4" PCC Sidewalk	253	SY	\$ 40.00	\$ 10,120.00	\$ 44.58 *	\$ 11,278.74	\$ 54.00	\$ 13,662.00	\$ 43.00	\$ 10,879.00
14	4" PCC Island	16	SY	\$ 40.00	\$ 640.00	\$ 46.80	\$ 748.80	\$ 80.00	\$ 1,280.00	\$ 55.00	\$ 880.00
15	6" PCC Driveway	175	SY	\$ 50.00	\$ 8,750.00	\$ 51.08	\$ 8,939.00	\$ 42.00	\$ 7,350.00	\$ 54.00	\$ 9,450.00
16	8" PCC Pavement	1541	SY	\$ 60.00	\$ 92,460.00	\$ 54.12	\$ 83,398.92	\$ 54.00	\$ 83,214.00	\$ 63.00	\$ 97,083.00
17	Type A Curb & Gutter including 4" Type 5 Aggregate Base	774	LF	\$ 45.00	\$ 34,830.00	\$ 24.60	\$ 19,040.40	\$ 32.00	\$ 24,768.00	\$ 26.50	\$ 20,511.00
18	Crosswalk Striping	653	LF	\$ 2.00	\$ 1,306.00	\$ 4.59	\$ 2,997.27	\$ 7.00	\$ 4,571.00	\$ 2.40	\$ 1,567.20
19	ADA Sidewalk Ramp	45	SY	\$ 50.00	\$ 2,250.00	\$ 115.00	\$ 5,175.00	\$ 185.00	\$ 8,325.00	\$ 64.00	\$ 2,880.00
20	ADA Truncated Dome Plate	140	SF	\$ 30.00	\$ 4,200.00	\$ 16.00	\$ 2,240.00	\$ 36.00	\$ 5,040.00	\$ 23.00	\$ 3,220.00
21	Unsuitable Material Excavation	50	CY	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 27.00	\$ 1,350.00	\$ 25.00	\$ 1,250.00
22	Rock Backfill at Unsuitable Material Areas	50	CY	\$ 40.00	\$ 2,000.00	\$ 35.00	\$ 1,750.00	\$ 50.00	\$ 2,500.00	\$ 38.50	\$ 1,925.00
23	Relocate Fire Hydrant	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00
24	Adjust Utility Lid and Frame	2	EA	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 150.00	\$ 300.00
25	Seeding, Fertilizing, Mulching	0.1	AC	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 32,500.00	\$ 3,250.00	\$ 32,500.00	\$ 3,250.00
PROJECT BASE BID				\$ 267,699.50		\$ 231,756.07		\$ 248,099.05		\$ 250,274.65	

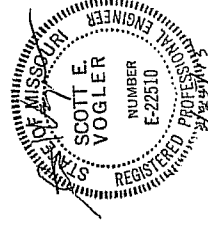
#7 Total: \$3999.99

#8 Total: \$3999.99

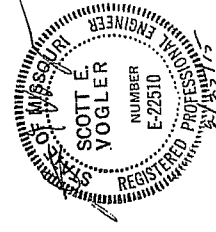
#10 Total: \$497.50

#13 Total: \$10922.10

Project Base Bid \$231,384.41



Locust St & Kemper Dr Repairs CITY OF BOONVILLE, MISSOURI MODOT STP 1300 (508)				ENGINEER'S ESTIMATE		4		5		6	
Bid Opening February 18, 2015 10:00am MECO Project No. 454-237				MECO Engineering Co. 2701 Industrial Drive Jefferson City MO 65109		APAC-Missouri, Inc. PO Box 117 Columbia MO 65205		Boone Construction Co. 5611 Brown Station Road Columbia MO 65202		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia MO 65202	
Item. No.	Description	QTY	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 15,315.00	\$ 15,315.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00	\$ 18,000.00	\$ 18,000.00	\$ 33,137.00	\$ 33,137.00
3	Temporary Construction Signs	293.5	SF	\$ 15.00	\$ 4,402.50	\$ 6.50	\$ 1,907.75	\$ 6.50	\$ 1,907.75	\$ 7.50	\$ 2,201.25
4	Movable Barricade	7	EA	\$ 500.00	\$ 3,500.00	\$ 105.00	\$ 735.00	\$ 100.00	\$ 700.00	\$ 118.00	\$ 826.00
5	Permanent Signs	76.8	SF	\$ 15.00	\$ 1,152.00	\$ 26.00	\$ 1,996.80	\$ 25.00	\$ 1,920.00	\$ 32.50	\$ 2,496.00
6	Removal of Improvements	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00	\$ 50,000.00	\$ 50,000.00	\$ 29,797.75	\$ 29,797.75
7	Linear Grading, Class 1	5.2	STA	\$ 2,000.00	\$ 10,400.00	\$ 1,700.00	\$ 8,840.00	\$ 3,500.00	\$ 18,200.00	\$ 3,450.00	\$ 17,940.00
8	Subgrade Compaction (street)	5.2	STA	\$ 1,500.00	\$ 7,800.00	\$ 490.00	\$ 2,548.00	\$ 2,500.00	\$ 13,000.00	\$ 1,950.00	\$ 10,140.00
9	Subgrade Compaction (Locust Driveway/alley)	175	SY	\$ 15.00	\$ 2,625.00	\$ 4.00	\$ 700.00	\$ 8.50	\$ 1,487.50	\$ 18.00	\$ 3,150.00
10	Subgrade Compaction (Locust Sidewalk)	410	LF	\$ 10.00	\$ 4,100.00	\$ 2.00	\$ 820.00	\$ 12.00	\$ 4,920.00	\$ 5.40	\$ 2,214.00
11	Geotextile Separation Fabric	1716	SY	\$ 1.50	\$ 2,574.00	\$ 2.00	\$ 3,432.00	\$ 2.25	\$ 3,861.00	\$ 4.75	\$ 8,151.00
12	4" Type 5 Aggregate Base	1716	SY	\$ 15.00	\$ 25,740.00	\$ 13.00	\$ 22,308.00	\$ 7.00	\$ 12,012.00	\$ 9.00	\$ 15,444.00
13	4" PCC Sidewalk	253	SY	\$ 40.00	\$ 10,120.00	\$ 65.00	\$ 16,445.00	\$ 73.00	\$ 18,469.00	\$ 90.00	\$ 22,770.00
14	4" PCC Island	16	SY	\$ 40.00	\$ 640.00	\$ 100.00	\$ 1,600.00	\$ 67.00	\$ 1,072.00	\$ 101.00	\$ 1,616.00
15	6" PCC Driveway	175	SY	\$ 50.00	\$ 8,750.00	\$ 78.00	\$ 13,650.00	\$ 76.00	\$ 13,300.00	\$ 94.00	\$ 16,450.00
16	8" PCC Pavement	1541	SY	\$ 60.00	\$ 92,460.00	\$ 70.00	\$ 107,870.00	\$ 56.00	\$ 86,296.00	\$ 69.00	\$ 106,329.00
17	Type A Curb & Gutter including 4" Type 5 Aggregate Base	774	LF	\$ 45.00	\$ 34,830.00	\$ 34.00	\$ 26,316.00	\$ 47.50	\$ 36,765.00	\$ 48.00	\$ 37,152.00
18	Crosswalk Striping	653	LF	\$ 2.00	\$ 1,306.00	\$ 4.00	\$ 2,612.00	\$ 3.50	\$ 2,285.50	\$ 2.00	\$ 1,306.00
19	ADA Sidewalk Ramp	45	SY	\$ 50.00	\$ 2,250.00	\$ 80.00	\$ 3,600.00	\$ 84.00	\$ 3,780.00	\$ 224.00	\$ 10,080.00
20	ADA Truncated Dome Plate	140	SF	\$ 30.00	\$ 4,200.00	\$ 20.00	\$ 2,800.00	\$ 21.50	\$ 3,010.00	\$ 26.50	\$ 3,710.00
21	Unsuitable Material Excavation	50	CY	\$ 25.00	\$ 1,250.00	\$ 45.00	\$ 2,250.00	\$ 19.00	\$ 950.00	\$ 34.00	\$ 1,700.00
22	Rock Backfill at Unsuitable Material Areas	50	CY	\$ 40.00	\$ 2,000.00	\$ 45.00	\$ 2,250.00	\$ 52.00	\$ 2,600.00	\$ 56.00	\$ 2,800.00
23	Relocate Fire Hydrant	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,068.00	\$ 5,068.00
24	Adjust Utility Lid and Frame	2	EA	\$ 300.00	\$ 600.00	\$ 800.00	\$ 1,600.00	\$ 1,150.00	\$ 2,300.00	\$ 565.00	\$ 1,130.00
25	Seeding, Fertilizing, Mulching	0.1	AC	\$ 10,000.00	\$ 1,000.00	\$ 30,000.00	\$ 3,000.00	\$ 10,000.00	\$ 1,000.00	\$ 38,420.00	\$ 3,842.00
PROJECT BASE BID				\$ 267,699.50		\$ 276,030.55		\$ 299,835.75		\$ 354,765.00	



BILL NO. 2015-007

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACKWATER, MISSOURI AND THE CITY OF BOONVILLE, MISSOURI, TO PERFORM BUILDING INSPECTION SERVICES BY THE BOONVILLE BUILDING INSPECTOR; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Blackwater in Cooper County has recently upgraded its dangerous building and public nuisance ordinances in order to provide for competent inspections and due process notice procedures; and

WHEREAS, the City of Blackwater does not have the need for an on-staff building inspector and has asked the City of Boonville to provide building inspector services on an as-needed basis under the terms and conditions of the attached Intergovernmental Agreement; and

WHEREAS, the Boonville Building Inspector believes that this service can be scheduled in such a way and is not too numerous so as to be easily accommodated during the normal business day, and;

WHEREAS, the City Council believes that this is an opportunity to share expertise to another community in Cooper County without any undue burden on the citizens of Boonville or city staff.

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

SECTION 1: That the City of Boonville, Missouri shall approve and authorize an Intergovernmental Agreement with the City of Blackwater, Missouri for limited Building Inspections Services as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

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

FIRST READING: March 2, 2015

READ FOR THE SECOND TIME AND PASSED THIS ____ DAY OF _____ 2015, AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS ____ DAY OF _____, 2015

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

**INTERGOVERNMENTAL AGREEMENT
TO CONTRACT FOR BUILDING INSPECTION SERVICES BETWEEN THE CITY OF
BOONVILLE, MISSOURI AND THE CITY OF BLACKWATER, MISSOURI**

I. Parties

City of Boonville, MO
c/o The City Administrator
401 Main Street
Boonville, MO 65233
Business Phone: (660) 882-2332

City of Blackwater, MO
c/o The City Clerk
125 Main St.
Blackwater, MO 65322
Business Phone: (660) 846-2119

II. Recitals

WHEREAS, the City of Blackwater, Missouri has determined that enforcing its Unsafe Building Ordinance, Ordinance No. 221 is in the best interests of the health and safety of the residents and City of Blackwater; and

WHEREAS, the City of Blackwater, Missouri has no current city Police Officers or other city employees qualified to carry out the role of Building Inspector as outlined in the Ordinance No. 221 and no effective manner to hire or contract privately with a qualified inspector for so few inspections on an annual basis; and

WHEREAS, the role of Building Inspector is essential in providing competent inspections, due process notifications and balancing the duty to provide a healthy and safe environment for the general public and the duty to respect the constitutional rights of private property owners; and

WHEREAS, the City of Boonville, Missouri agrees to perform certain building inspection services in the City of Blackwater, Missouri by utilizing the City of Boonville Building Inspector under the terms of this intergovernmental agreement; and

WHEREAS, the parties have the opportunity to improve the general health, safety and welfare of housing conditions in an economical manner and are willing to share expertise with nominal disruption to the finances or personnel of these two neighboring communities in Cooper County; and

WHEREAS, the City of Boonville and the City of Blackwater are municipal corporations and political subdivisions which are empowered to enter into joint agreements and engage in local governmental activities under Section 70.220 RSMo to advance the lawful activities of the City.

NOW THEREFORE, the parties enter into this Agreement and the covenants contained herein in order to carry out their other responsibilities:

III. Agreements

Section 1. The City of Blackwater, Missouri shall amend Ordinance No. 221 to reference this intergovernmental agreement.

Section 2. The City of Boonville, Missouri will provide the City of Blackwater, Missouri with certain inspection services by its Building Inspector to allow the City of Blackwater to enforce Ordinance No. 221.

Section 3. The City of Blackwater will request the building inspection services by phone or e-mail directed to the Boonville Building Inspector with at least 7 days lead time for proper time management.

Section 4. The City of Blackwater will reimburse the City of Boonville's designated city Building Inspector for expenses incurred in performing certain inspection services in the City of Blackwater.

Section 5. Each party shall notify the other of its adoption of this Intergovernmental Agreement.

Section 6. The effective date of this Intergovernmental Agreement shall be the _____ day of _____, 2015 and will continue in force until either party requests modification or termination in writing.

Section 7. The parties intend that this Intergovernmental Agreement shall be the sole agreement between the parties related to the subject matter and that no other documents or understandings are to be in any way incorporated into this agreement by reference or otherwise. The agreement may be amended only in writing, executed by the authorized persons for each party, and only after adoption of said amendments by resolution of the governing body of each party.

Section 8. Copies of this agreement or any amendments hereto, bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

Section 9. The invalidity or unenforceability of any particular provision of this agreement, shall be construed in all respects as if such invalid and unenforceable provision were omitted and all other provisions of this agreement shall remain in full force and effect.

Section 10. The parties warrant that they have taken the appropriate action to adopt this Intergovernmental Agreement and that the execution of the Intergovernmental Agreement represents proof that the authorization to enter into this Intergovernmental Agreement was made.

Executed this _____ day of _____, 2015

For the CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

ATTEST:

(Seal) _____
City Clerk

Executed this _____ day of _____, 2015.

For the CITY OF BLACKWATER, MISSOURI

By: _____
Mayor

ATTEST:

(Seal) _____
City Clerk

RESOLUTION NO. R2015-04

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO THE KATY BRIDGE PEDESTRIAN BRIDGE CROSSING OVER THE RAILROAD'S TRACK AT MILE POST 171.01 AND PROVIDING AN EFFECTIVE DATE THEREFORE.

WHEREAS, the City of Boonville accepted ownership of the Katy Bridge over the Missouri River under Ordinance No. 4297 on January 7, 2013 from Union Pacific Railroad Company, and;

WHEREAS, Phase I of the Katy Bridge rehabilitation includes replacement of the 62 foot missing span over the active UPRR line running parallel to the Missouri River, conversion of 233 feet of rail bed for pedestrian trail and construction of an ADA accessible ramp to the south side of the Bridge at an estimated cost of \$750,000, and;

WHEREAS, the Union Pacific Railroad Company requires assurances that certain practices will be followed throughout the construction in, above and around their active line operations as demonstrated in the terms and conditions of the attached Agreement, and;

WHEREAS, the City Council entered into an agreement under Ordinance No. 4301 on February 19, 2013 with the Missouri Highways and Transportation Commission to receive Transportation Enhancement Program funds in the amount of \$434,119 to partially fund Phase I of the Katy Bridge rehabilitation project, and;

WHEREAS, the City Council entered into an agreement with the Missouri Development Finance Board under Resolution No. R2013-03 on April 9, 2013 to receive Tax Credit Contribution funds in the amount of \$130,000 to partially fund Phase I of the Katy Bridge rehabilitation project, and;

WHEREAS, the Katy Bridge Coalition and the matching Boonville Community Foundation fund entitled Katy Bridge Redevelopment Fund have pledged to pay any remaining costs of the Phase I rehabilitation, and;

WHEREAS, the City Council believes the rehabilitation and redevelopment of the Bridge for pedestrian and bicycle access and incorporation into the City park system and State of Missouri Katy Trail State Park is in the best interests of the City with significant contribution to the historic, cultural and recreational assets of the City as well as an economic driver for local, regional and national tourism.

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain contract between Union Pacific Railroad Company and the City of Boonville, Missouri relating to Pedestrian Bridge Crossing Agreement, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the City Administrator and the City Clerk are hereby authorized to execute and attest said contract on behalf of the City of Boonville.

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

Passed this 2nd day of March 2015, by the City Council of Boonville, Missouri

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

NEW PEDESTRIAN BRIDGE CROSSING AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF BOONVILLE

COVERING THE

CONSTRUCTION, MAINTENANCE AND USE OF A NEW PEDESTRIAN
OVERPASS CROSSING FOR THE KATY TRAIL

AT

RAILROAD MILE POST 171.01 – RIVER SUBDIVISION
DOT NO.: 440-866A

IN OR NEAR

BOONVILLE,
COOPER COUNTY,
MISSOURI



UPRR Folder No.: 2785-24

UPRR Audit No.: _____

PEDESTRIAN BRIDGE CROSSING AGREEMENT

Katy Trail – DOT No. 440-866A
Railroad Mile Post 171.01 – River Subdivision
Boonville, Cooper County, Missouri

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and the **CITY OF BOONVILLE**, a municipal corporation or political subdivision of the State of Missouri to be addressed at 401 Main Street in Boonville, Missouri 65233 (the "City").

RECITALS:

The City desires to undertake as its project (the "Project") the construction of the new Katy Trail bridge pedestrian crossing, (DOT No. 440-866A), on, along, across and over Railroad's property and trackage at Railroad's Mile Post 171.01 on the Railroad's River Subdivision at or near Boonville, Cooper County, Missouri (the "Crossing Area"). The Crossing Area is shown on the Railroad's Location Print marked **Exhibit A** and specified in the Survey Print marked **Exhibit A-1**, and described in the Legal Description marked **Exhibit A-2**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the Bridge located within the Crossing Area is the "Bridge".

The general profile of the Bridge is shown on the Detailed Prints collectively marked **Exhibit A-3**, attached hereto and hereby made a part hereof.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

The Railroad has previously granted to the City the rights necessary for the Project pursuant to an Easement Deed and Agreement for Bridge Abutments and Aerial Rights for Pedestrian Overpass effective January 9, 2013. For an in consideration of the grant of right made



in that agreement, and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area.

In addition to the permanent rights described above, for and in consideration of **FIVE HUNDRED DOLLARS (\$500.00)**, the Railroad hereby grants to the City temporary construction rights to use the portion of Railroad's property shown and described and shown on **Exhibits A-4 and A-5**. The City's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of City and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for **twelve (12) months**, or until the project has been completed, whichever occurs earlier.

ARTICLE 3. PLANS

- A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Bridge layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

ARTICLE 4. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Article 3. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

- B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Article 3B, (ii) deem the Non-Railroad Facilities part of the Bridge, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

ARTICLE 5. RAILROAD'S MINIMUM COORDINATION REQUIREMENTS

The City, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Minimum Coordination Requirements that are described in **Exhibit C**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the City for this Project.

ARTICLE 6. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 7. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:



*Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2785-24*

- D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 8. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 10. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Material and Force Account Estimate, marked **Exhibit D**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is \$57,015.00.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The City acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 11. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

ARTICLE 12. LIABILITY.

To the extent permitted by Missouri law, City shall save, protect, defend, indemnify and hold harmless Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of Railroad or the City and of any contractor as well as other persons) or loss of or damage to property whatsoever (including property of or in the custody of Railroad, the City or any contractor as well as other property). City's obligation to indemnify shall accrue when such injury, death, loss or damage occurs or arises from the presence or use of the Bridge, or a breach of this Agreement.

ARTICLE 13. EFFECTIVE DATE; TERM; TERMINATION IF PROJECT DOES NOT COMMENCE

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Bridge remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.



ARTICLE 14. ABANDONMENT.

If City, its successors and assigns, shall abandon the Bridge, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Bridge so abandoned.

ARTICLE 15. TERMINATION; WAIVER OF BREACH; TERM.

- A. Railroad may terminate this Agreement by giving City notice of termination if City defaults under any obligation of City under this license and, if after written notice is given by Railroad to City specifying the default, City fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given. A waiver by Railroad of a breach of City of any covenant or condition of this Agreement shall not impair the right of Railroad to avail itself of any subsequent breach thereof. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Bridge and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad employees; and the City will reimburse the Railroad for the expenses thereof.
- B. Railroad may also terminate this Agreement by giving written notice to City if safety and operational needs of Railroad are materially affected or impaired by City's use of the Bridge, and Railroad and City cannot come to any mutual agreement or understanding as to how City, at City's sole cost and expense, will eliminate such material effect or impairment.
- C. This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Bridge is abandoned as set forth in Article 10 below.
- D. The City will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

ARTICLE 16. REMOVAL OF BRIDGE UPON TERMINATION OR ABANDONMENT

Within ninety (90) days after termination of this Agreement or City's abandonment of the Bridge, the City, at its sole cost and expense, shall remove all of the Bridge and its improvements from the Railroad's right-of-way and restore the Property and such right-of-way to its original condition, failing in which Railroad may perform such activities at the expense of City.

ARTICLE 17. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Bridge shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 18. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. City shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 19. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the City have executed this Agreement.
- (ii) The Railroad has provided to the City the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
DANIEL A. LEIS
General Director – Real Estate

CITY OF BOONEVILLE

By: _____
Printed Name: _____
Title: _____

Pursuant to Resolution/Order No. _____
dated: _____, 20____
hereto attached.

EXHIBIT A-2

To Pedestrian Bridge Crossing Agreement

Cover Sheet for the
Legal Description for Permanent Rights

Union Pacific Railroad Company

Cooper County, Missouri

Exhibit "A-2"

Overpass Easement Area

That part of the Northwest Quarter of Section 35, Township 49 North, Range 17 West of the 5th Principal Meridian, Cooper County, Missouri, described as follows:

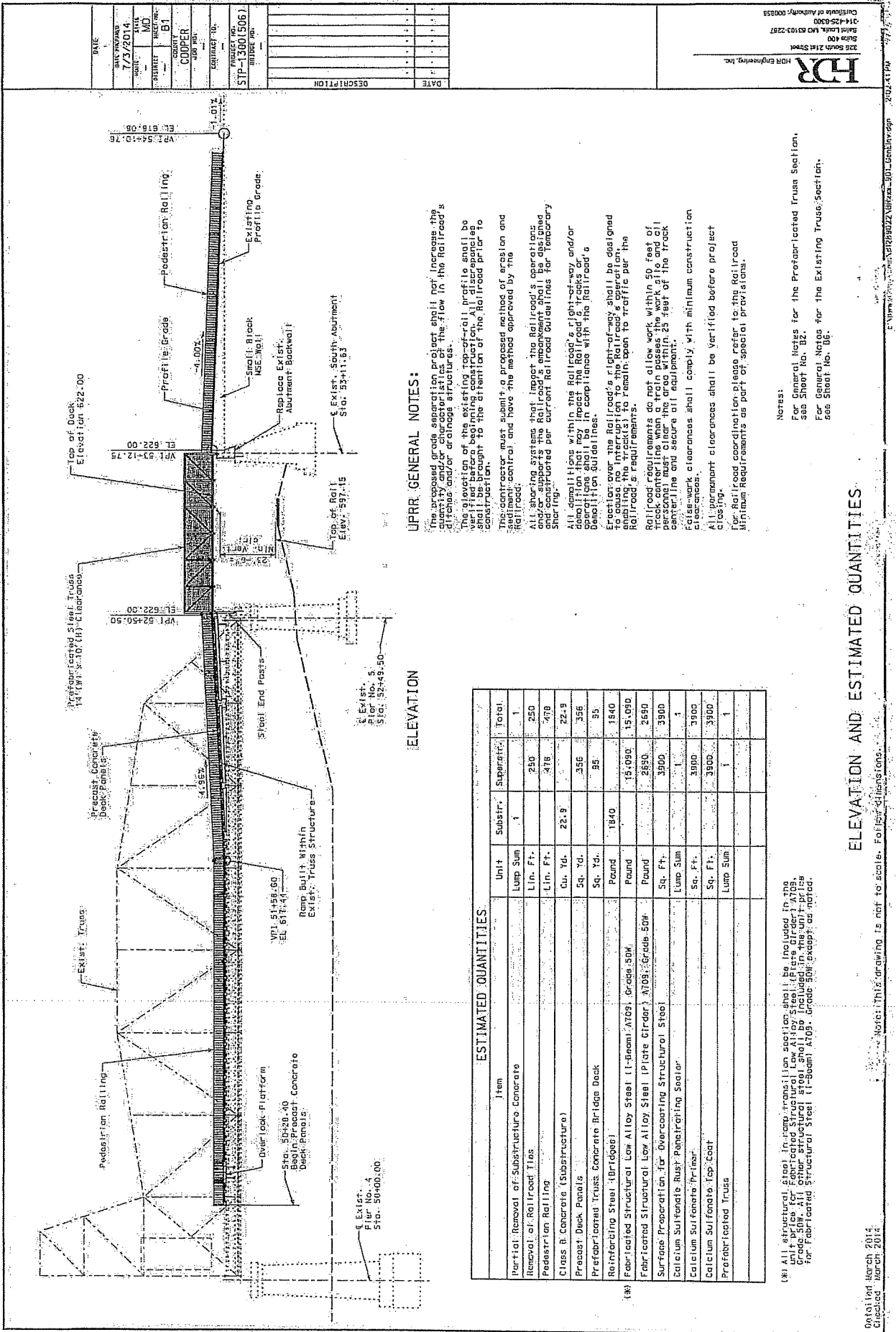
A 30 foot wide aerial easement, being 15 feet on each side of the southern extension of the centerline of the Katy Bridge, located 20 feet, more or less, westerly of Mile Post 171 of the River Subdivision of the Grantor, beginning on the south side of Grantor's railroad right-of-way at the concrete wall and extending northerly 60 feet, more or less, along said centerline, to the first existing Support Structure of the Katy Bridge, any structure constructed within this aerial easement to provide at least 23 feet 6 inches of vertical clearance from the tops of rails to the lowest point of such structure.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

EXHIBIT A-3

To Pedestrian Bridge Crossing Agreement

Cover Sheet for the
Detailed Prints Showing the
General Profile of the Bridge



UPRR GENERAL NOTES:

The proposed grade separation project shall not increase the existing adverse conditions or the flow in the Railroad's ditches and/or drainage structures.

The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Railroad prior to construction.

This contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad.

All shoring systems that impact the Railroad's operations and/or supports the Railroad's embankment shall be designed and constructed per current Railroad guidelines for Temporary Shoring.

All demolitions within the Railroad's right-of-way and/or easements shall be in compliance with the Railroad's Demolition Guidelines.

Erection over the Railroad's right-of-way shall be designed to cause no interruption to the Railroad's operation. Retaining structures shall remain open to traffic per the Railroad's requirements.

Railroad requirements do not allow work within 50 feet of the centerline of the track within 25 feet of the track centerline and secure all equipment.

False-work clearances shall comply with minimum construction clearances.

All permanent clearances shall be verified before project closing.

For Railroad coordination, please refer to the Railroad Minimum Requirements as part of special provisions.

Notes:
 For General Notes for the Prefabricated Truss Section, see Sheet No. 81.
 For General Notes for the Existing Truss Section, see Sheet No. 86.

ELEVATION

ESTIMATED QUANTITIES

Item	Unit	Substr.	Supplement	Total
Partial Removal of Substructure Concrete	Lump Sum	1		1
Removal of Railroad Ties	Lump Sum		250	250
Pedestrian Railing	Lump Sum		478	478
Class B Concrete (Substructure)	Cu. Yd.	22.9		22.9
Precast Deck Panels	Sq. Yd.		356	356
Prefabricated Truss Concrete Bridge Deck	Sq. Yd.		95	95
Reinforcing Steel (Bridge)	Pound	1840		1840
Prefabricated Structural Low Alloy Steel (I-Beam) AT09, Grade 50W	Pound		15,090	15,090
Prefabricated Structural Low Alloy Steel (Plate Girder) AT09, Grade 50W	Pound		2690	2690
Surface Preparation for Overcoating Structural Steel	Sq. Ft.		3900	3900
Calcium Sulfonate Rust Penetrating Sealer	Lump Sum		1	1
Calcium Sulfonate Primer	Sq. Ft.		3900	3900
Calcium Sulfonate Top Coat	Sq. Ft.		3900	3900
Prefabricated Truss	Lump Sum		1	1

(*) All structural steel in this section shall be included in the unit price for Grade 50W. All other structural steel shall be included in the unit price for Fabricated Structural Steel (I-Beam) AT09, Grade 50W, except as noted.

ELEVATION AND ESTIMATED QUANTITIES

Note: This drawing is not to scale. Follow dimensions.

EXHIBIT B

TO PEDESTRIAN BRIDGE CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its Citys now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.
- C. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Bridge, provided that such attachments shall comply with City's specifications and will not interfere with the City's use of the Crossing Area.
- D. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Bridge.
- E. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Bridge and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF BRIDGE

- A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Bridge and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences as designated by the Railroad. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Bridge and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Minimum Coordination Requirements set forth in **Exhibit C** and other guidelines furnished by the Railroad.

- D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the City and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The City, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Bridge, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Bridge, as well as all graffiti removal or over-painting involving the Bridge.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Bridge.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by City.** If the City's employees need to enter Railroad's property in order to perform an inspection of the Bridge, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near

enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.
 - (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.
- D. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing

and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Bridge and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the City shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Bridge has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 10 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT D

To New Pedestrian Bridge Crossing Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY
FOR THE
CITY OF BOONVILLE

DESCRIPTION OF WORK: This additional project work is associated with flagging for the construction of the pedestrian overpass extension of the KATY Trail over the MKT Bridge near Boonville, MO. The location of the above crossing is at MP 171.01, River Subdivision.

CITY: Boonville SERVICE UNIT: 04 STATE: Missouri DATE: 07/8/2014

<u>DESCRIPTION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>STATE TOTAL</u>
Flagging (45 days @ 8 hrs / day)	\$57,015.00		\$57,015.00
TOTAL PROJECT	\$57,015.00		\$57,015.00

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$57,015.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE STATE WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.

BILL NO. 2015-008

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING THE BUDGET FOR THE CITY OF BOONVILLE, MISSOURI, FOR THE PERIOD OF APRIL 1, 2015 THROUGH MARCH 31, 2016, 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, 2015 and ending March 31, 2016, 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 2, 2015.

READ FOR THE SECOND TIME AND PASSED THIS 16th DAY OF MARCH 2015, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

President of the Council

APPROVED THIS 16TH DAY OF MARCH, 2015

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

BILL NO. 2015-010

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 13, SECTION 5 TO CORRECT THE WEEDS AND DEBRIS SECTION WITHIN THE CITY OF BOONVILLE CODE OF ORDINANCES IN SUPPORT OF THE NEWLY APPROVED CODE ENFORCEMENT INITIATIVES DUE TO A SCRIVNER'S ERROR; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, on February 17, 2015 under Ordinance No. 4362, the City Council approved revised sections of the Code of General Ordinances to update the authority and scope for a variety of code enforcement officials/departments including the building inspector, fire department, health inspector and public works department, and;

WHEREAS, Section 13-5 for Weeds and Debris was inadvertently copied over from an outdated version of the code instead of the most recent code and format approved on April 15, 2014 under Ordinance No. 4344.

WHEREAS, the attached amendment reflects the most updated substantive code which authorized the perpetual offender procedures with the new authority and scope changes approved at the last meeting.

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

SECTION 1: To amend Chapter 13, Section 5 as detailed in Exhibit "A" herein attached to and incorporated in this Ordinance to correct the scrivner's error.

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

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

FIRST READING: March 2, 2015

READ FOR THE SECOND TIME AND PASSED ON THIS 2nd DAY OF MARCH 2015, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

President of the Council

APPROVED THIS _____ DAY OF _____ 2015

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

Public Nuisances- Weeds/Debris/Trash
Authority and Scope
Proposed City Code

MO Statutory Authority: 67.398, 71.285, 77.590

International Code Reference: 2006 International Property Maintenance Code, Sections 103, 104 and 307 adopted 10-1-2007

City Ordinance No. 4344, adopted April 15, 2014

Job Descriptions: Health Inspector, Asst. to the City Administrator, Code Enforcement Coordinator

Sec. 13-5. - Weeds and debris as public nuisance.

a. Weeds and debris defined: Weeds and debris shall include but is not necessarily limited to weed cuttings; cut, fallen or hazardous trees and shrubs; overgrown vegetation and noxious weeds which are seven (7) inches or more in height; rubbish and trash; lumber not piled or stacked twelve (12) inches off the ground; rocks or bricks; tin; steel; parts of derelict cars or trucks; broken furniture; any flammable material which may endanger public safety; or any material or condition which is unhealthy or unsafe and declared to be a public nuisance.

(b) Health Inspector:

(1) There is hereby established the position of health inspector for enforcement of the weed, debris and public nuisance codes. The health inspector shall report to the City Administrator.

(b) The health inspector or representative designated by the City Administrator shall perform the functions authorized in the City Code of General Ordinances, those functions designated for the code official in the International Code Council and the duties described in the health inspector job description.

c. Remedy No. 1 Under RSMo 67.398

1. Public Nuisance declared on property that has no history of or infrequent weed and debris nuisance conditions. Any property within the city limits that has one or more conditions as defined under weeds or debris in Subsection a. above shall be in violation of the weeds and debris public nuisance ordinance.

2. Notice: The health inspector or designated representative shall provide written notice to the owner of the property where the weeds and debris public nuisance is found.

(a) How given:

- (1)** By personal service, receipt confirmed (Preferred method to have Boonville Police Officer perform service if time and manpower permits and property owner within the jurisdiction); or
- (2)** By certified mail to the last known address, return receipt requested; and
- (3)** If the personal service or certified mail delivery is unsuccessful within seven (7) days, post the property with the Notice for seven (7) days.

(b) Contents of the Notice:

- (1)** The property owner must begin within seven (7) days receipt of the Notice or within the posting period and continue without unnecessary delay the abatement or removal of the nuisance condition.
- (2)** The nature of the nuisance.
- (3)** The property owner may request a hearing before the City Administrator or designee. It is the responsibility of the property owner to contact the City Administrator and schedule the hearing within seven (7) days of receipt of the Notice or within the posting period unless the City Administrator or designee is not available and under such circumstance, the hearing shall be scheduled with the City Administrator or designee as soon as possible.
- (4)** In the event the owner does not request a hearing as provided for herein or begin abatement of the nuisance within seven (7) days of receipt of the Notice or within the posting period and continue the abatement without unnecessary delay, the **health inspector or designated representative** may cause the condition(s) which constitutes the nuisance to be removed and the cost of such removal shall be certified to the City Clerk who shall bill the property owner for the costs of such removal. If the property owner does not pay the costs within 30 days, the City Clerk shall cause the certified costs to be included in a special tax bill or added to the annual real estate tax bill at the collecting official's option, for the property and the certified costs shall be collected by the city collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill shall be considered delinquent and the collection of the delinquent bill shall be governed by the laws governing

Exhibit "A"

delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

3. Hearing Scheduled If Requested by Property Owner: The property owner may request a hearing before the City Administrator or designee. It is the responsibility of the property owner to contact the City Administrator and schedule the hearing within seven (7) days of receipt of the Notice or within the posting period unless the City Administrator or designee is not available and under such circumstance, the hearing shall be scheduled with the City Administrator or designee as soon as possible.

4. Abatement of Nuisance by Property Owner: If the property owner does not request a hearing, the property owner must begin within seven (7) days receipt of the Notice or within the posting period and continue without unnecessary delay the abatement or removal of the nuisance condition.

5. Abatement of nuisance by City: If no hearing is requested by the property owner as provided in this section, or the hearing is conducted and the City Administrator or designee finds that a public nuisance under this section does exist and should be abated, and the owner fails to begin within seven (7) days of receipt of the Notice or within the posting period and/or fails to continue without unnecessary delay to abate or remove the nuisance, the **health inspector or designated representative** shall cause the condition(s) which constitutes the nuisance to be removed.

6. Costs to property owner or property: If the **health inspector or designated representative** causes such condition to be removed or abated, the costs of such removal shall be certified to the City Clerk who shall bill the property owner for the costs of such removal. If the property owner does not pay the costs within 30 days, the City Clerk shall cause the certified costs to be included in a special tax bill or added to the annual real estate tax bill for the property, at the collecting official's option. The certified costs shall be collected by the city collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill shall be considered delinquent and the collection of delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of issuance shall be deemed a personal debt against the owner and shall also be lien on the property until paid.

d. Remedy No. 2 Under RSMo 71.285

1. Public Nuisance declared on property that has historically documented and frequent weed and debris nuisance conditions. Any property within the city limits that has one or more conditions as defined under weeds or debris in Subsection a. above and has a history of frequent weed and debris nuisance conditions shall be in violation of the weeds and debris public nuisance ordinance and the notice, hearing, abatement and cost recovery provisions of RSMo 71.285.

2. Notice: The **health inspector or designated representative** official shall provide **written** notice to the owner of the property where the weeds and debris public nuisance is found.

(a) How given:

- (1) By personal service, receipt confirmed (Preferred method to have Boonville Police Officer perform service if time and manpower permits and property owner within the jurisdiction); or
- (2) By certified mail to the last known address, return receipt requested, and
- (3) If the personal service or certified mail is unsuccessful with confirmed service within ten (10) days, post the property with the Notice for ten (10) days.

(b) Contents of the Notice:

- (1) The nature of the nuisance.
- (2) The date of the hearing.
- (3) The property owner or representative shall be encouraged to attend the hearing and begin abatement of the public nuisance.
- (4) At the hearing the City Administrator will hear evidence of the frequency of the public nuisance condition(s) on the property, the nature of the notice to the property owner, and evidence of the nuisance. The City Administrator may declare the weeds and/or debris condition(s) a public nuisance and give the property owner five (5) days to abate the nuisance.

- (5) If the condition(s) which constitutes the nuisance are not removed, the **health inspector or designated representative** may cause the removal and the cost of such removal shall be certified to the City Clerk who shall bill the property owner for the costs of such removal. If the property owner does not pay the costs within 30 days, the City Clerk shall cause the certified costs to be included in a special tax bill or added to the annual real estate tax bill at the collecting official's option, for the property and the certified costs shall be collected by the city collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill shall be considered delinquent and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.
- (6) Under this ordinance and remedy, the property owner will not be given further notice of a continued and repetitive public nuisance on this property prior to removal or abatement by the City.

3. Hearing: The City Administrator or designee shall schedule a hearing with proper notice to the property owner. If the City Administrator finds that proper notice has been served upon the property owner and a public nuisance does exist, the owner shall begin removal of the nuisance and continue without unnecessary delay to abate or remove the nuisance as ordered by the City Administrator.

4. Abatement of Nuisance by Property owner: If the City Administrator declares a public nuisance, the property owner must begin within five (5) days of the hearing and continue without unnecessary delay the abatement or removal of the nuisance condition.

5. Abatement of Nuisance by City: If the owner fails to begin within five (5) days of the hearing and/or fails to continue without unnecessary delay to abate or remove the nuisance, the **health inspector or designated representative** shall cause the condition(s) which constitutes the nuisance to be removed.

6. Costs to property owner and property: If the **health inspector or designated representative** causes such condition to be removed or abated, the costs of such removal shall be certified to the City Clerk who shall bill the property owner for the costs of such removal. If the property owner does not pay the costs within 30 days, the City Clerk shall cause the certified costs to be included in a special tax bill or added to the annual real estate tax bill for the property, at the collecting official's option. The certified costs shall be collected by the city collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill shall be considered delinquent and the collection of delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

7. One time notice to property owner per season or calendar year: Under this ordinance and remedy, the property owner will not be given further notice of a continued and repetitive nuisance on this property prior to removal or abatement by the City.

e. Remedy No. 3 Under RSMo 77.590

1. Public Nuisance declared on property that has a documented weeds or debris problem for two consecutive years or the weeds and debris are so pervasive on the property, causing an attractive nuisance or would risk injury to City Staff to attempt clean up shall be turned over to the City Prosecutor as a violation of the public nuisance laws.

2. Referral to City Administrator: The **health inspector or designated representative** shall provide the history of public nuisances or the photographs demonstrating the pervasive nature of the public nuisance condition(s) or attractive nuisance condition(s) to the City Administrator.

3. Referral to the City Prosecutor: If the City Administrator or designee believes the conditions on the property warrant a direct referral the City Prosecutor, a referral with all information will be sent.

4. Notice and Abatement While Awaiting Prosecutorial Evaluation: During the pendency of evaluation or actions by the City Prosecutor, the City Administrator or designee shall coordinate notice and abatement actions under Remedy No. 1 or Remedy No. 2 above as appropriate.

5. Notice by City Prosecutor: The City Prosecutor shall provide proper notice to the property owner of any offenses and charges filed in municipal court with the failure to abate a nuisance.

PARK BOARD MINUTES
February 11, 2015

Present: Kathleen Conway, Jimi Barbarotta, Albert Turner, Kevin Griffy, Gary W. Nauman, Director of Parks, Matt Schneringer, YMCA and Steve Young, Council Representative.

Motion by Jimi Barbarotta to approve January 21, 2015 meeting minutes as submitted. Motion seconded by Albert Turner. Motion carried.

Public Comments: None

Old Business:

A. Consider and Approve Revised Five Year Plan: Gary Nauman presented the Revised Five Year plan to the Board for review. The Revised plan has been discussed during the last three meetings of the Board. Following additional discussion on cost estimations for the various projects, Jimi Barbarotta moved, seconded by Kevin Griffy to approve the revised Five Year Plan. Motion carried.

New Business:

A. Activity Report: Gary Nauman reviewed the February Activity Report with the Board.

Miscellaneous:

A. Kevin Griffy stated that he had been asked if the City could place signs at Rolling Hills Park asking dog owners to use yellow ribbons, bandanas or collars to mark dogs that are not approachable. This is evidently a universally known way for people to mark dogs that are not to be approached. All the Board members stated they were not aware of this. After brief discussion, Gary Nauman advised the Board he would take the issue under consideration.

B. Matt Schneringer presented a report to the Board on the way the Boonslick Heartland YMCA utilized the Gaming Revenue received from the City in 2014 to enhance recreational opportunities for the Community. A copy of the report is attached.

C. The Board discussed the idea of holding a public forum in 2015 to assess the wants and needs of the Community for Parks and Recreation.

D. Kevin Griffy gave the name of a person to Gary Nauman who might be interested in serving on the Park Board. Gary Nauman advised the Board he would place an item on the March Agenda to elect a new Board Chair.

There being no further business, the meeting adjourned.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gary W. Nauman". The signature is written in dark ink and is positioned above the printed name.

Gary W. Nauman
Director of Parks



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

February 9, 2015

City of Boonville
Attn: Gary Nauman
Ref: YMCA Recreational Program Summary for 2014

Summary of Recreation Programs

The YMCA offered over 11 recreational / youth sports program to the community in 2014 and early 2015. The following is a summary report of the programs and information regarding their participation.

The YMCA offered over 11 different youth recreation / sports programs including t-ball, soccer, gymnastics, swim lessons, volleyball, wrestling, basketball, tennis and cross country. The programs are offered to YMCA members and non-members, Boonville residents, and residents of nearby communities.

1. Over 500 youth participated in these various activities (over 360 different children)
2. Over 270 male and 189 female
3. 277 were members of the Y and 182 were not members
4. \$1,933 given in financial assistance to low income families to participate in these programs
5. 59 different children received financial assistance or about 15% of the children
6. Fees have not been raised for these program in at least 4 years

Respectfully,

Matt Schneringer
CEO, Boonslick Heartland YMCA

BOONSLICK HEARTLAND YMCA

P.O. Box 104, 757 Third Street, Boonville, MO 65233

P 660 882 8500 F 660 882 7293 *To put Christ's principles into practice through programs that build healthy spirit, mind and body for all.*

WWW.BOONSLICKHEARTLANDYMCA.ORG

**PARKS AND RECREATION
FIVE YEAR PLAN
Revised February 2015**

15/16

- Lazy River @ Aquatic Center
- Horseshoe Pits
- Re-fence Tennis Court @ Kemper Park
- Kemper Master Plan

16/17

- Disc Golf Course
- Shade Structure over bleachers @ Lion's Park
- Restroom @ Lions Park

17/18

- Trail Around City Lakes
- Sports Complex
- Shelter House @ Rolling Hills Park
- Purchase Additional Park Land

18/19

- Comprehensive Plan
- New Restroom on Loop @ Rolling Hills Park

19/20

- Construct large themed playground
- Community Center (YMCA) Expansion
- Construct restroom at Veteran's Park
- Purchase of St. Joseph Hospital Property

Approved February 2015

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON FEBRUARY 11, 2015

**On the 11th day of February, 2015 at 12:00 P.M. the Housing Authority of
the City of Boonville, MO met in the Housing Authority Community Room, 506
Powell Court, Boonville, MO.**

ROLL CALL

A roll call of the following members were present:

PRESENT:	Ned Beach	City Council Rep.
	John Linville	Chairperson
	Marilyn Adkins	Vice Chairperson
	Charles Green	Commissioner
	Albert Turner	Commissioner
	Robert Rorah	Secretary / Executive Director

ABSENT:	Don Smith,	Commissioner
GUESTS:	Scott Purvis, Donna Linville, Betty StJohn	

**There being a quorum present Chairperson, John Linville called the meeting to
order and the following business was transacted:**

READING AND APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

**Chairperson, John Linville asked if all Commissioners had read the minutes of the
previous meeting January 14, 2015 and then asked if there were any corrections to
be made. Commissioner, Charles Green made the motion to approve the minutes as
written. Commissioner, Albert Turner seconds the motion. Chairperson, John
Linville asked all Commissioners present in favor to vote "AYE". All
Commissioners present voted "AYE" - None Opposed. Chairperson, John Linville
then declared the minutes as written to be approved.**

BILLS AND COMMUNICATION

UMB BANK BALANCE & BILLS PAID IN JANUARY, 2015 -- BHA BANK RECONCILIATION STATEMENT AND OPERATING BUDGET TRIAL BALANCE FOR DECEMBER 31, 2014.

**Secretary, Robert Rorah distributed copies of the UMB Bank balance as of
February 11, 2015 to all Commissioners present reflecting \$41,749.40 in available
funds. Mr. Rorah then distributed a copy of the bills paid in January, 2015 to all**

Commissioners present for discussion and review. Mr. Rorah then reported the BHA Bank Reconciliation Statement and Operating Budget Trial Balance for December 31, 2014 had not arrived from Loucks and Schwartz in time for this meetings discussion and review.

All Commissioners present discussed and agreed monitoring of the BHA Banking accounts receivables and payables are a priority. Furthermore, the December 31, 2014 Bank Reconciliation Statements and Operating budget Trial Balance will be reviewed at the next regular board meeting on March 11, 2015.

REPORT OF THE SECRETARY

JANUARY 31, 2015 PROJECT PERFORMANCE REPORTS

Secretary, Robert Rorah distributed copies of the January 31, 2015 Project Performance Reports to all Commissioners present for discussion and review. As of January 31, 2015 BHA had a total of fifty (50) occupied units or 100% occupancy at months end. Mr. Rorah also reported HUD may impose funding sanctions with Housing Authorities whose occupancy levels fall below 95% at fiscal year end. BHA's fiscal year end is June 30, 2015.

All Commissioners present discussed and agreed all dwelling units need to be fully occupied as Operating Subsidies are based on percent of occupancy.

REPORT ON "PIC" RATING FROM HUD

Secretary, Robert Rorah reported the St. Louis Office of Public Housing monitors on a monthly basis each housing agency's computer reporting rate to HUD. Mr. Rorah then reported the Housing Authority's (PIC) "Public and Indian Housing Information Center" electronic data reporting score for January 31, 2015 was 100%. Mr. Rorah also reported HUD may impose funding sanctions with Housing Authorities whose (PIC) score falls below 95% at fiscal year end. BHA's fiscal year end is June 30, 2015.

All Commissioners present discussed and agreed the Housing Authority needs to maintain a high electronic computer reporting level to HUD.

UNFINISHED BUSINESS

2015 FIVE YEAR PLAN – AND ENERGY AUDIT

Secretary, Robert Rorah reported all 2015 Five Year Plan requires an energy audit on the dwelling structures at the housing authority. Maintenance Supervisor, Scott Purvis reported the Energy Audit took place on Friday, January 20, 2015. The Five Year Plan deadline for completion is April 15, 2015.

All Commissioners present discussed and agreed the Five Year Plan is being prepared for submission on April 15, 2015.

NEW BUSINESS

COMMISSIONER FUNDIMENTALS TRAINING

Secretary, Robert Rorah reported the Spring Conference for (MO-NAHRO) Missouri Chapter of the National Association of Housing and Redevelopment Officials will be held at Camden on the Lake on March 23, 24 and 25, 2015. There will be three days of Commissioner Fundamentals and Ethics classes provided by National NAHRO covering topics that include, but are not limited to Commissioner's Roles, Responsibility and Relationships with the Community and Stakeholders, Stewardships, including Board Governance and Ethics.

All Commissioners present discussed and agreed Commissioner, Albert Turner would be attending the Spring Conference for training.

MISCELLANEOUS

Secretary, Robert Rorah distributed printed copies of the Financial Statements for the fiscal year ended June 30, 2014 and reports on compliance and on internal control to all Commissioners present. The FYE June 30, 2014 Audit report disclosed "No Findings". Furthermore, Sailor Khan & Co. LLC has electronically submitted the audit report to the U.S. Department of Housing and Urban Development Real Estate Assessment Center. All Commissioners present discussed and agreed the audit report has been electronically submitted to HUD well in advance of the March 31, 2015 deadline with 'No Findings'.

City Council Rep., Ned Beach inquired if local Attorney, Lucy Betteridge, on behalf of the Boonville Landlords Association is still scheduled to present a class on Landlord/Tenant Law and the ABCs of Small Claims Court on March 5, 2015 at 7:00 PM. Mr. Rorah then reported the Housing Authority Conference room will be location for the class and it is on schedule to be held on March 5, 2015 at 7:00 PM. All Commissioners present discussed and agreed the class would benefit the public and considered it a very good for everyone to attend.

Secretary, Robert Rorah read an e-mail request from Larry Long of the Harvest House (who is very good at providing shelter and helpful programs to the homeless men, women and families in the mid Missouri area) regarding a duplex rental unit that they would like to have the Housing Authority manage / take ownership and control. All Commissioners present discussed and agreed that adding additional rental inventory at this time is not recommended by HUD. Chairperson, John Linville made motion not explore acquiring the Harvest House duplex. Commissioner, Charles Green seconds the motion. Chairperson, John Linville asked all Commissioners present in favor to vote "AYE". All Commissioners present voted "AYE" - None Opposed. Chairperson, John Linville then declared the motion approved.

ADJOURNMENT

Chairperson, John Linville asked if there was any further business to come before the Board. Hearing none, Chairperson, John Linville declared the meeting adjourn.

CHAIRPERSON _____ **Date** _____

SECRETARY _____ **Date** _____

Fire Board
February 18, 2015

Present: Chief Carmichael, Steve Young, Danny Taft, Randy Fry, Judy Stock

Absent: John Klenklen, Anita Crews

Meeting called to order at 6:28 p.m.

No minutes, no public Comments, no old business.

New Business

- a. Have started fire inspections for 2015.**
- b. Department will be doing Fat/oil/grease inspections in restaurants. Personnel went with inspector in Columbia to learn about carrying out inspections which will begin in spring. A part-time employee will be handling the paper trail. Restaurants will have to start keeping records of when equipment is cleaned.**
- c. New budget year starts April1. We need to urge everyone to vote for CIP tax renewal. Department uses this for major purchases.**

Miscellaneous

- a. Rescue truck is getting older and replacement must be considered in the future. May try to go with rescue/pumper.**
- b. Estimate six to eight hydrants will need to be installed along Hwy. 87 corridor for fire protection in the new annexed area.**

Meeting adjourned at 7:00 p.m.

THE INDUSTRIAL AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
February 19, 2015

The Directors of the Industrial Authority of the City of Boonville met at the City Council Chambers on February 19, 2015. President Wilbert Meyer called the meeting to order at 5:40 PM.

Members present were Ken Hirlinger, Tabitha Greis, Wendy Wooldridge, Wilbert Meyer Tom Halford, and Chad Gaines.. Also present were Mayor Julie Thacher, Irl Tessendorf; City Administrator, Jim Gann; Economic Development Director, Kate Fjell; Assistant to the City Administrator, Don Bargary; Presiding Commissioner, Paul Davis; County Commissioner, Danni Gearhart; Cooper County Hospital CEO, and Mike Conway; President of the Cooper County Hospital Board of Directors.

Minutes of the January 15, 2015 meeting were presented and approved after a motion by Tom Halford and a second by Tabitha Greis.

The Treasurer's Report was presented and approved on a motion by Wendy Wooldridge and a second by Chad Gaines. Wilbert reported in the absence of Treasurer Harry Enderle that insurance covering the IDA and MFA was due with a bill received for \$1,552.00 - an increase of \$28 over last year's cost. Tom Halford offered a motion to approve payment with a second by Wendy Wooldridge. Motion passed 5-0.

Election of Officers

Wilbert noted that this is the annual meeting of the board of directors and called for election of officers. The nominating committee of Wendy Wooldridge and Tabitha Greis recommended nomination of the present officers to serve again for the coming year. The motion was then made by Wendy Wooldridge that the present officers be re-elected for a term of one year with a second by Tabitha Greis. The motion carried 5-0. Officers will be Wilbert Meyer; President, Tom Halford; Vice-President, Ken Hirlinger; Secretary and Harry Enderle; Treasurer.

Cooper County Hospital Request for Assistance

Wilbert stated that Cooper County Hospital has requested assistance of \$20,000 to be used towards the new surgical facilities they are planning. He noted that the hospital is a not-for-profit and is located outside of the Boonville city limits. Because the hospital is outside of the city limits, Tom Halford moved that the matter be taken up at the Municipal Facilities Authority meeting immediately following the IDA meeting. Wendy seconded. The motion was approved 5-0.

Economic Developer's Report

Jim Gann reviewed his report dated January 15, 2015 that was distributed to board members. The report is included with the minutes. Highlights of his report included:

Project Snow: this is a new prospect that has been in contact already since the January 15th report was prepared, so it is not included in the published report.

Project Bed: Jim was asked to elaborate on this project at the request of President Meyer. This is a healthcare project that would combine Cooper County Hospital, the University of Missouri and the central location of Boonville. This project may include the donation of land and possibly other offerings to reduce their operating costs. A GIS service
continued

company has been contracted to indicate the best spot in the state to locate this facility and then Jim plans to "sell against that."

Strategic Planning Update

Chad indicated that they have had an initial meeting and plan to have more information at next month's IDA meeting.

President's Report

Wilbert reported that he and Jim Gann had met with the Port Authority officers so that Jim could be introduced to them. The Port Authority has recently purchased the land adjoining the present port.

Other Business

In response to a question asked by Ken Hirlinger regarding the status of annexation, Irl reported that there is a hearing with the judge scheduled for March 23. No objection has been filed. This is the last requirement before annexation will be completed. Irl noted that the golf course is not included in this annexation but will be annexed voluntarily once the land in the pending annexation has been annexed.

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Adjournment

There being no further business, Tom made a motion for adjournment with a second by Wendy and the meeting was adjourned.

Respectfully submitted,

Ken Hirlinger
Secretary

THE MUNICIPAL AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
February 19, 2015

The Directors of the Municipal Facilities Authority of the City of Boonville met at the City Council Chambers on February 19, 2015. President Wilbert Meyer called the meeting to order at 6:05 PM.

Members present were Ken Hirlinger, Tabitha Greis, Wendy Wooldridge, Wilbert Meyer Tom Halford, Chad Gaines and Bob Irish. Also present were Mayor Julie Thacher, Irl Tessendorf; City Administrator, Noah Heaton; City Council Representative, Jim Gann; Economic Development Director, Kate Fjell; Assistant to the City Administrator, Don Bargary; Presiding Commissioner, Paul Davis; County Commissioner, Danni Gearhart; Cooper County Hospital CEO, and Mike Conway; President of the Cooper County Hospital Board of Directors.

Minutes of the January 15, 2015 meeting were presented and approved after a motion by Ken Hirlinger and a second by Tabitha Greis..

The Treasurer's Report was presented and approved on a motion by Wendy Wooldridge and a second by Tabitha Greis.

Election of Officers

Wilbert noted that this is the annual meeting of the board of directors and called for election of officers. The nominating committee of Wendy Wooldridge and Tabitha Greis recommended nomination of the present officers to serve again for the coming year. The motion was then made by Wendy Wooldridge that the present officers be re-elected for a term of one year with a second by Tabitha Greis. The motion carried 6-0.

Cooper County Hospital Request for Assistance

Wilbert stated that Cooper County Hospital has requested assistance of \$20,000 to be used towards the new surgical facilities they are planning. He noted that the hospital is a not-for-profit and is located outside of the Boonville city limits.

Mike Conway introduced Danni Gearhart, CEO of the hospital. Ms. Gearhart addressed the board and began with a review of the current state of healthcare pertaining to small hospitals. She pointed to results cutting losses at CCMH at the end of 2014 as proof of progress in turning the hospital around. The administration and board of the hospital have determined that a surgical unit would be beneficial because of the projected return on investment in addition to the local need for a surgical unit. Initially, CCMH would be partnering with the surgical team presently serving I-70 Hospital in Sweet Springs. She also noted that CCMH has 128 employees with a \$6 million payroll and an \$8 million impact on Boonville.

The matter was opened to discussion by the board. Wendy Wooldridge noted her opinion is that it comes down to what authority the board has and what precedent we want to set. Bob Irish asked if any members were willing to offer the assistance without repayment. Two indicated by a show of hands they would. Most other members stated they would not. Wendy then made a motion that the MFA provide \$20,000 to Cooper County Memorial Hospital for the purpose of assisting with the surgical unit. Repayment would be in four annual installments of \$5,000 with interest of 2%. Bob Irish seconded the motion. The motion carried 6-0.

continued

Municipal Facilities Authority of the City of Boonville
Minutes of February 19, 2015 Meeting
Page Two

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Adjournment

There being no further business, Tom made a motion for adjournment with a second by Tabitha and the meeting was adjourned.

Respectfully submitted,

Ken Hirlinger
Secretary

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

January 15, 2015

1. Follow up Items

- a. Strategic Planning has begun (Kickoff Meeting 2/4)

2. Attraction Activities

- a. Missouri Partnership
 - i. Proposed Indeeco Building to RFI #3479 (Project Max)
 - ii. Freezer Space Inquiry – Page 3
- b. Facilitated first meeting with Wilbert and Dani with the intent of giving a compelling proposal to “Project Bed” Participants will be City, County, University and Hospital
- c. Contract signed and returned for Labor Basin Study conducted by Ft. Hays State University.
- d. Nordyne building information has been made available on LOIS – Pages 4-11

3. Expansion Activities

- i. Ongoing work on Hospital request

4. Economic Gardening Activities

- a. Met with 1 business owners to discuss startup. Has an apparent customer at the Isle of Capri

5. Community Engagement Initiatives

- a. Met with Kinsey at SFCC. Will be hosting an event to bring professionals/entrepreneurs together there on their campus. Scheduled for 6:30 p.m. on 3/9.

6. Workforce Development

- a. CORE Activities
 - i. Met with complete Mo. International trade team 1/29
 - ii. Met with the Higher Ed Consortium, SFCC now a member 1/29
 - iii. Continuing work on Ignition Event
- b. Alternative Energy Technician Training Status
 - i. \$70K of \$90K in match has been received/redirected
- c. Work Ready Communities
 - i. Continuing to include Nordyne workers for certification, “Should” put us close to being a certified community
- d. Nordyne Response
 - i. Resource fair at SFCC 3/19 from 9 a.m. to Noon. Job Fair is being planned for April.

7. Project Reports

- a. **Energy Americas LLC**
 - i. Wilbert for update
 - ii. Hosted Mo DED Division of Energy in Boonville on 1/23
 - iii. Have received full business plan. After review, this will be submitted to state for incentives.
- b. **“Project Carbon” – Advanced manufacturing of agricultural supplements**
 - i. No activity this period
- c. **“Project Corn” – Alternative energy project to serve military needs**
 - i. No activity this period
- d. **“Project Bed” – Quasi-governmental service provider – green fields project**
 - i. Met with Dani Gearhart of CCMH on 2/16.
 - ii. Discussed with possible MU collaboration partner on 2/12

- e. **“Project Sapphire” – Manufacturer - Supplier to Project Egg**
 - i. Follow up on 1/12 – No reply.
 - ii. Have worked on a “Plan B” – Interest from another company in the same business
- f. **“Project Eye” – Data Processing Company**
 - i. No activity this period
- g. **“Project Triangle” – Manufacturer of Processing Equipment.**
 - i. No activity this period
- h. **“Project Starch” – Processor of commodities into value added products.**
 - i. Referral from University, plant expansion from outside of the state
 - ii. Phone call Information sent about Nordyne Distribution 1/20

8. Kemper Campus

- a. Technology Training Center plans are approved. Bid documents should go out shortly.

9. Other Matters

- a. Year-end Economic Development Report (handout)
- b. CIP Tax renewal will be on April ballot – Pages 12-13
- c. I will be out the week of ~~1/26~~ 2/22 to go to Boston (MIT-VMS)
- d. Met with Commissioner Bargary on 2/13, will be meeting with the commissioners monthly

10. Upcoming Activities

- a. CORE ED Meeting 2/18 in Boone County
- b. Ignition Event – Holiday Inn Executive Center (2/27/2015)
- c. Ignition Pitch Contest – Columbia College (4/10/2015)