



City Of
BOONVILLE

City of Boonville

June 3, 2024

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

City of Boonville, Dangerous Building Hearing Agenda

June 3, 2024

6:30 p.m.

Evidentiary Hearing for Dangerous Building, 818 6th Street

Public Hearing for the Active Transportation Infrastructure Investment Program Grant for

Katy Bridge Planning

June 3, 2024

7:00 p.m.

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Brad Atkinson

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. May 20 Council Minutes

V. Consent Items

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

A. Second Reading of Bill No. 2024-09 Approving a Final Site Plan for Spry Storage Facility

VIII. New Business

A. Consideration of Heritage Days Street and Parking Closure

- B.** Consider Resolution R2024-08 Authorizing and Approving an Agreement with AllState Consultants, LLC for Engineering Services

IX. Reports of Standing Committees

- A.** Planning and Zoning

X. Reports of City Officials

- A.** City Administrator
 - B.** Mayor
 - C.** 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.



May 20, 2024
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Drew Davis

Call to order – The Boonville City Council met in Regular Session on May 20, 2024, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Ned Beach, Mayor; Amber Davis, City Clerk; and Randy Ayers, Sergeant at Arms. City Counselor, Brad Wooldridge, and City Administrator, Kate Fjell were absent. The meeting was called to order. Mayor Drew Davis led the prayer, after the pledge of allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Steve Young, Heather Yoder, and Andrew Cowherd. Council Representatives. Sy Harvell and Brad Atkinson were absent.

III. Hearing of Citizens' Comments

Hessie Watts who lives on Santa Fe Trail came before the council to express her concern about the large amount of speeding along Santa Fe Trail.

Ted Corbiit who lives on Santa Fe Trail came before the council to agree with Ms. Watts about the speeding problem on Santa Fe Trail.

Paul Stern came before the council to agree with what Ms. Watts and Mr. Corbitt said and offered suggestions on controlling speeding.

IV. Approval of Minutes

A. April 15 council minutes

The minutes stand as submitted

B. May 6 council minutes

The minutes stand as submitted

V. Consent Items

None

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, 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. Cowherd moved and Mr. Venable seconded the motion to approve the ordinance appropriating money.

Roll call was taken. Ayes: Davis, Young, Yoder, Cowherd, Elbert, and Venable. Total (6)
Opposed: None (0). Absent (2). Atkinson, and Harvell. Motion Carried.,

VII. Unfinished Business

A. Second Reading of Bill No. 2024-07 Approving Preliminary Site Plan for Top Dog Training LLC.

Mr. Cowherd moved and Mr. Davis seconded the motion to approve the ordinance.
Roll call was taken. Ayes: Davis, Young, Cowherd, Elbert, and Venable. Total (5) Opposed: None (0). Abstain (1) Yoder. Absent (2). Atkinson, and Harvell. Motion Carried.,

B. Second Reading of 2024-008 Amending Ordinance Designating Specific Times for One-Way Traffic on Seventh Street, Between East Spring Street and Locust Street During SS Peter and Paul School Hours

Mr. Davis moved and Mr. Young seconded the motion to approve the ordinance.
Roll call was taken. Ayes: Davis, Young, Yoder, Cowherd, Elbert, and Venable. Total (6)
Opposed: None (0). Absent (2). Atkinson, and Harvell. Motion Carried.,

VIII. New Business

A. Heritage Days Event

Roz Gordon and Susan Lenz with the Chamber of Commerce came before the council to go over plans for this year's upcoming Heritage Days event.

B. First Reading of Bill No. 2024-09 Approving Final Site Plan for for Spry Storage Facility

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

IX. Reports of Standing Committees

A. Planning and Zoning Commission Meeting Minutes May 14, 2024

X. Reports of City Officials

A. City Administrator

None

B. Mayor

- Committee Appointment

C. City Clerk

None

XI. Miscellaneous

Mr Elbert complimented our parks department on the good job they had done mowing Sunset Hills Cemetery.

Mr. Davis stated the new signage and flower boxes on Main Street looked nice.

Mr. Davis asked if they could talk about the Santa Fe Trail Speeding issue. Public Works Director, Jeff Ditto came before the council and stated street, alley, and sanitation board has had 2 meetings on this issue and after the first meeting, Mr. Ditto asked Police Chief Ayers to put up an electronic speeding sign. After 3 and a half-day report from the sign,98% of drivers drove through at under 35 miles per hour. In the second meeting that the Street, Alley, and Sanitation board had it was decided there wasn't a need to add any more speed limit signs on Santa Fe Trail.

Mr. Elbert asked what the law was on driving ATVs around town. Chief Ayers stated the law is very unclear on ATV use in town,so as of right now they are allowed but they are supposed to follow the traffic laws.

Mr. Cowherd mentioned placing another electronic speeding sign going eastbound temporarily to see if that would slow things down some more.

Ms. Yoder stated the speeding on Santa Fe is a problem. Ms. Yoder stated she did a ride along with a police officer in town and they are very busy and trying their hardest to patrol the town.

XII. Adjourn

With no further discussion, Mr. Young moved and Mr. Cowherd seconded the motion to adjourn at 7:33 p.m. and the voice vote was unanimous.

A. Public Works Monthly Report April 2024

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **June 3, 2024** the sum of **\$547,359.28**

General Fund	\$199,766.01
Sanitation	\$26,185.22
CIP Tax	\$27,795.43
Water Works	\$124,748.68
Capital Projects	\$0.00
Waste Water	\$87,156.26
Tourism	\$9,261.40
Gaming	\$57,475.23
Parks/Water	\$14,653.55
Kemper Sales Tax	\$317.50
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$547,359.28** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **June 3, 2024** read for the second time this **June 3, 2024** since a copy was made available prior to the meeting.

Approved **June 3, 2024**

Mayor

Endorsed **June 3, 2024** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

BILL NO: 2024-09

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR SPRY STORAGE FACILITY, LOCATED AT 2451 HERITAGE STREET, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Spry Storage is proposing to construct a storage facility at 2451 Heritage Street; and

WHEREAS, City staff met and communicated with Spry Storage Facility to discuss the proposed development plan; and

WHEREAS, The preliminary plan was considered at the Planning and Zoning Commission meeting on May 13, 2024. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council. Said site plans are incorporated herein as if set forth fully in this ordinance; and

WHEREAS, the City Council has evaluated the site plans for compatibility with the use of abutting sites, the safety and convenience of vehicle and pedestrian traffic and in view of the potential economic benefit to the City of Boonville and finds them to be appropriate to further economic development of the City of Boonville.

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

SECTION 1: That the preliminary plan as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at 2451 Heritage Street in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage; and be approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME 20th DAY OF MAY, 2024

READ FOR THE SECOND TIME, 3RD DAY OF JUNE, 2024

READ FOR THE THIRD TIME AND PASSED THIS 17TH DAY OF JUNE, 2024, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.

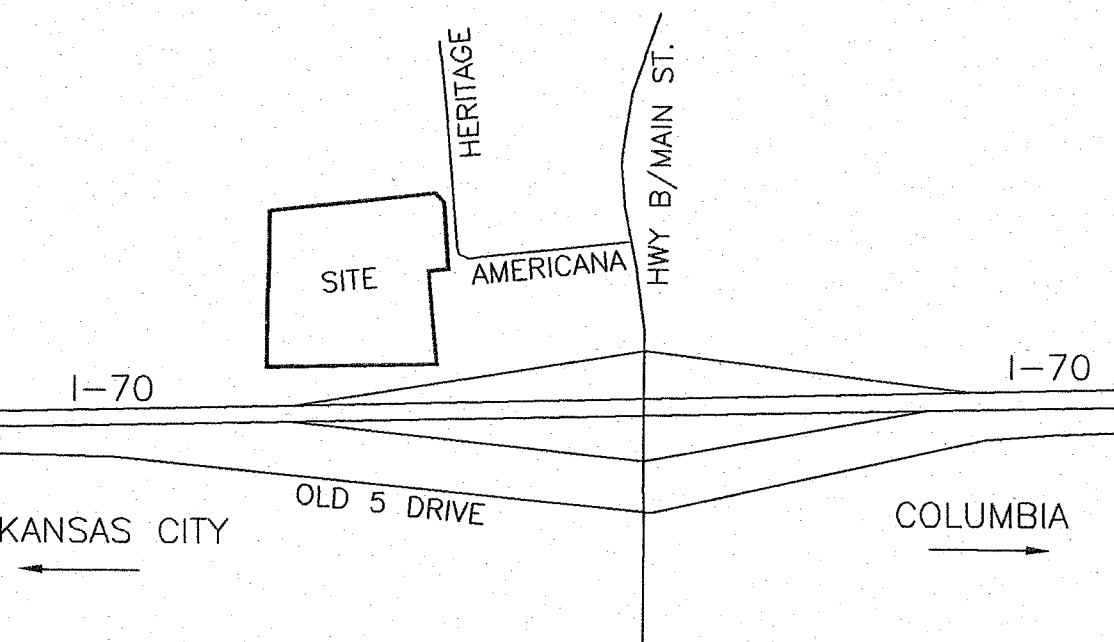
PRESIDENT OF THE COUNCIL

APPROVED THIS 17TH DAY OF JUNE, 2024

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



LOCATION MAP
N.T.S.

- NOTES:**
1. ALL CONSTRUCTION WILL BE IN ACCORDANCE WITH THE CITY OF BOONVILLE REGULATIONS AS WELL AS ANY OTHER APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
 2. CONTRACTOR RESPONSIBILITIES:
 - LOCATING ALL UTILITIES IN PROJECT AREA BEFORE CONSTRUCTION.
 - VERIFY LOCATION AND DEPTH OF UTILITIES SHOWN ON PLANS.
 - COORDINATE ANY REQUIRED RELOCATION OR EXTENSION OF EXISTING UTILITIES.
 - OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - FIELD VERIFY ALL DIMENSIONS SHOWN ON THESE PLANS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING ANY RELATED WORK.
 - REPORT ANY DISCREPANCIES BETWEEN ACTUAL AND PLAN SHOWN CONDITIONS TO ENGINEER PRIOR TO COMMENCING ANY RELATED WORK.
 3. ALL UTILITY INFORMATION SHOWN IS FROM FIELD OBSERVATIONS AND IS NOT COMPLETE. THERE MAY BE UNDERGROUND UTILITIES PRESENT THAT ARE NOT SHOWN.
 4. FILL SLOPES SHALL NOT EXCEED 3:1 UNLESS PROTECTED WITH EROSION CONTROL BLANKETS STAPLED PER MANUFACTURER'S RECOMMENDATIONS OR ENGINEER APPROVED EQUAL.
 5. ALL AREAS OUTSIDE OF PAVEMENT AND BUILDING SHALL BE SEEDED AND MULCHED AS SOON AS FINAL GRADE IS ESTABLISHED.

UTILITY CONTACTS:

ELECTRIC: AMEREN

TELECOMMUNICATIONS (FIBER OPTIC): AT&T

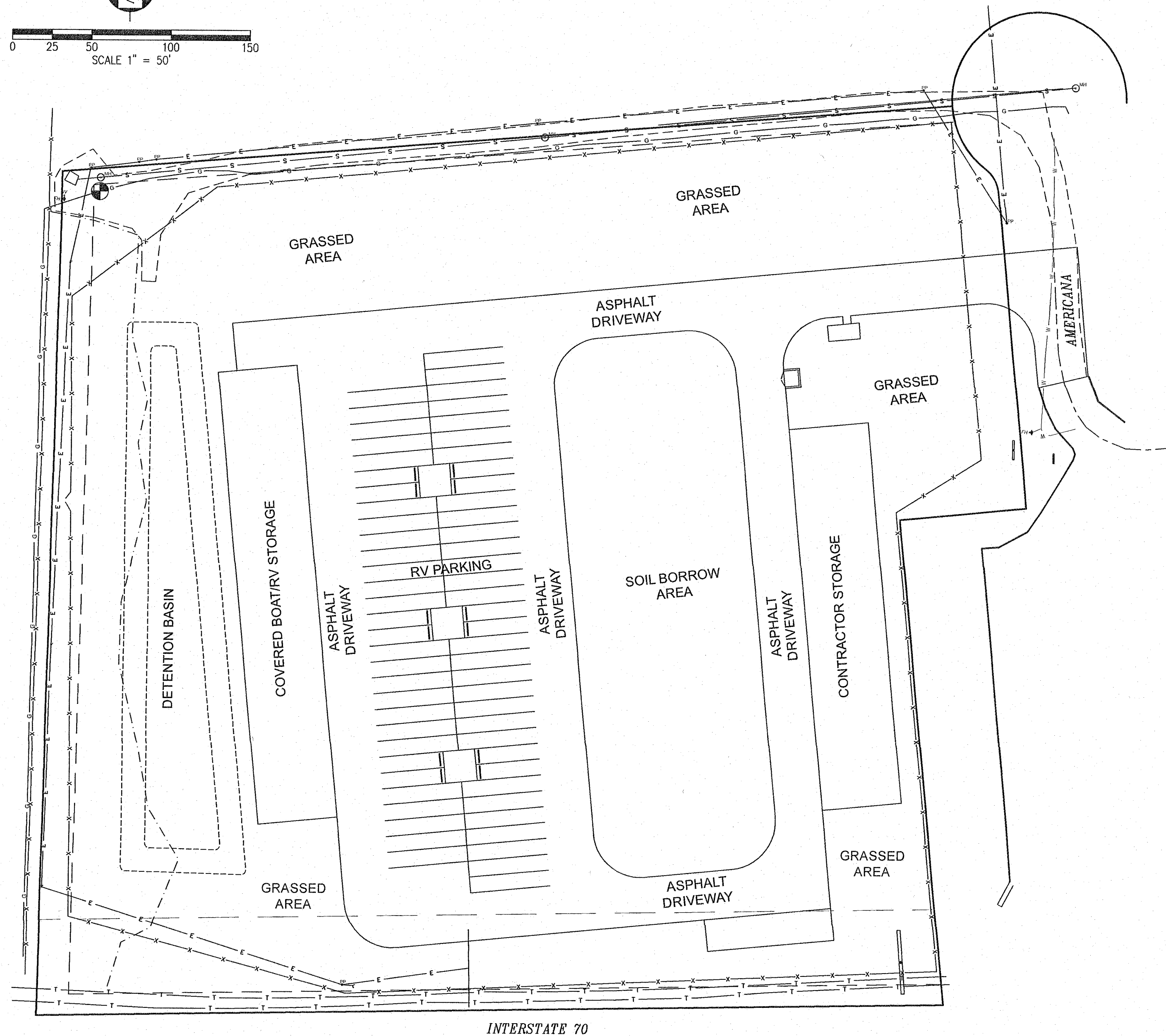
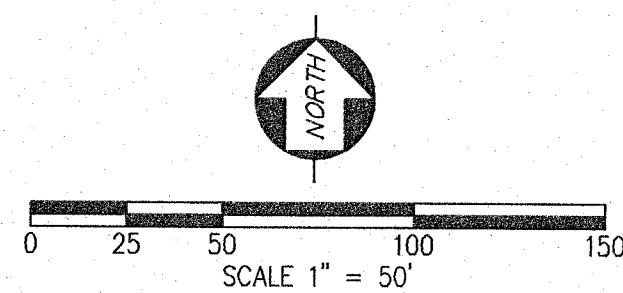
GAS: AMEREN

WATER: CITY OF BOONVILLE, 660-882-2332

SANITARY SEWER: THE CITY OF BOONVILLE, 660-882-2332

MISSOURI ONE CALL: 1-800-DIG-RITE OR 811

BENCHMARK INFORMATION:
TOP OF MANHOLE NEAR NORTHWEST CORNER OF PROPERTY. ELEV. 681.44



SPRY STORAGE FACILITY

AMERICANA DRIVE, BOONVILLE, COOPER COUNTY, MISSOURI

LEGEND

---	PROPERTY LINE
- - -	EASEMENT LINE
E	ELECTRIC LINE
T	TELECOMMUNICATIONS LINE (FIBER OPTIC)
G	GAS LINE
S	SANITARY SEWER LINE
---	EXISTING TREE LINE
---	EXISTING CONTOUR LINE
---	DESIGN CONTOUR LINE
PP	POWER POLE
OH	SEWER MANHOLE
FH	FIRE HYDRANT
WV	WATER VALVE

SITE DESCRIPTION:
LOT 13, FINAL PLAT PHASE 3 OF MAIN STREET AMERICA SUBDIVISION AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION OF THE CITY OF BOONVILLE, COOPER COUNTY, MISSOURI RECORDED IN SURVEY BOOK 7, PAGE 71 OF THE COOPER COUNTY, MISSOURI RECORDS.

ZONING: C-2

BUILDING SETBACKS: 0' FRONT, 0' SIDE, 0' REAR (BY ZONING)
60' BUILDING SETBACK FROM INTERSTATE PER PLAT

FLOODPLAIN STATEMENT: ON THIS DATE, THE FLOOD INSURANCE RATE MAPS NUMBERED 29053C0155C AND 29053C0175C (BOTH REVISED 5/3/11) WERE REVIEWED. THE REVIEW SHOWED THAT THIS SITE IS NOT CONTAINED WITHIN THE FEMA-DESIGNATED 1% ANNUAL CHANCE (100-YEAR) FLOOD HAZARD AREA.

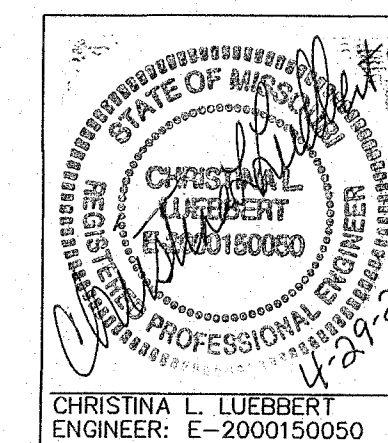
OWNER:
B & S SPRY, LLC
ATTN: BRANDON SPRY
7301 W. HENDERSON ROAD
COLUMBIA, MISSOURI 65202
573-808-6163

LAND USE SUMMARY:

SITE AREA = 313,619 SQ. FT. = 7.20 ACRES
EXISTING IMPERVIOUS AREA (CITY PUMP STATION) = 100 SQ. FT.
TOTAL IMPERVIOUS AREA AFTER CONSTRUCTION = 115,656 SQ. FT. = 2.67 ACRES
LAND DISTURBANCE AREA = 5.50 ACRES

SURVEY NOTE: TOPOGRAPHIC SURVEY DATA PER PATCHETT LAND SURVEYING COMPANY, LLC. LUEBBERT ENGINEERING IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS DATA. BOUNDARY DIMENSIONS SHOWN ON THE SITE DIMENSION PLAN IS PER RECORD PLAT INFORMATION.

- SHEET INDEX:**
- SHEET C1...COVER SHEET
 - SHEET C2...SITE DIMENSION PLAN
 - SHEET C3...GRADING PLAN/ESC PLAN
 - SHEET C4...DETAILS
 - SHEET C5...LANDSCAPE PLAN

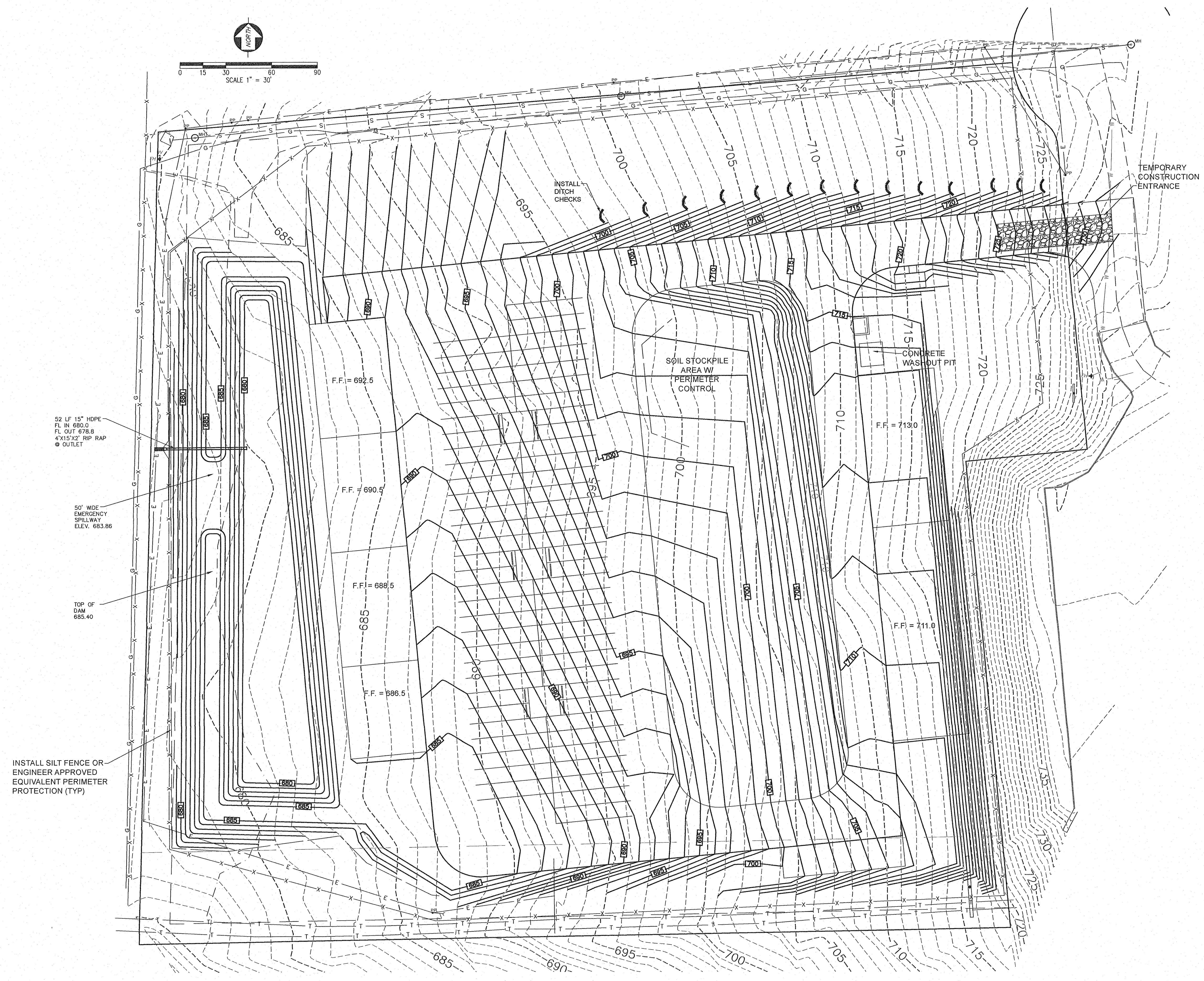
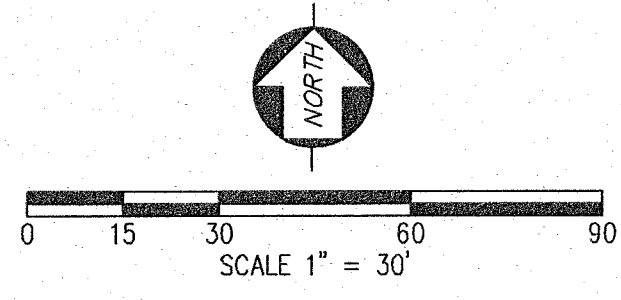


Date	By	Description	Appvd/By
4/29/24	CLL	REVISIONS PER MECO COMMENTS	CLL
PROJECT SPRY STORAGE, AMERICANA DR., BOONVILLE, COOPER CO., MO			
SHEET TITLE COVER SHEET			
DATE: 4/2/24		LUEBBERT ENGINEERING	
DR BY:	CLL	304 TRAVIS COURT	(573) 291-6567
CHKD BY:	CLL	JEFFERSON CITY	MISSOURI 65101
			SHEET C1 5



STATE OF MICHIGAN
 REGISTERED PROFESSIONAL ENGINEER
 CHRISTINA L. LUEBBERT
 E-2000150050
 EXPIRATION DATE
 4-29

CHRISTINA L. LUEBBERT
 ENGINEER: E-2000150050



NARRATIVE/EROSION CONTROL PLAN:
THE DEVELOPMENT OF THIS SITE CALLS FOR GRADING TO ALLOW FOR THE CONSTRUCTION OF TWO STORAGE BUILDINGS, STORAGE PARKING, AND ASSOCIATED DRIVEWAYS, LIGHTING, AND FENCING. INITIAL CLEARING WAS COMPLETED IN 2023 TO ALLOW FOR TOPOGRAPHIC SURVEY WORK TO OCCUR.

EROSION AND SEDIMENT CONTROL MEASURES ARE SHOWN ON THE PLAN WHERE DEEMED NECESSARY. PERIMETER CONTROLS AND THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO STARTING THE CONSTRUCTION OF THE ABOVE NAMED IMPROVEMENTS.

AS IMPROVEMENTS ARE INSTALLED, BEST MANAGEMENT PRACTICES SUITABLE FOR THE STAGE OF CONSTRUCTION SHALL BE INSTALLED IMMEDIATELY.

INSTALL ROCK OR STRAW BALE DITCH CHECKS (OR ENGINEER APPROVED EQUAL) IN AREAS OF CONCENTRATED FLOW. INSTALL EROSION CONTROL BLANKETS ON ANY SLOPE GREATER THAN 3:1.

THE CONTRACTOR SHALL INSTALL THESE DEVICES AS SHOWN, AND ANY OTHER CONTROL DEVICES AS MAY BE NECESSARY, TO CONTROL SOIL EROSION DURING ALL CONSTRUCTION.

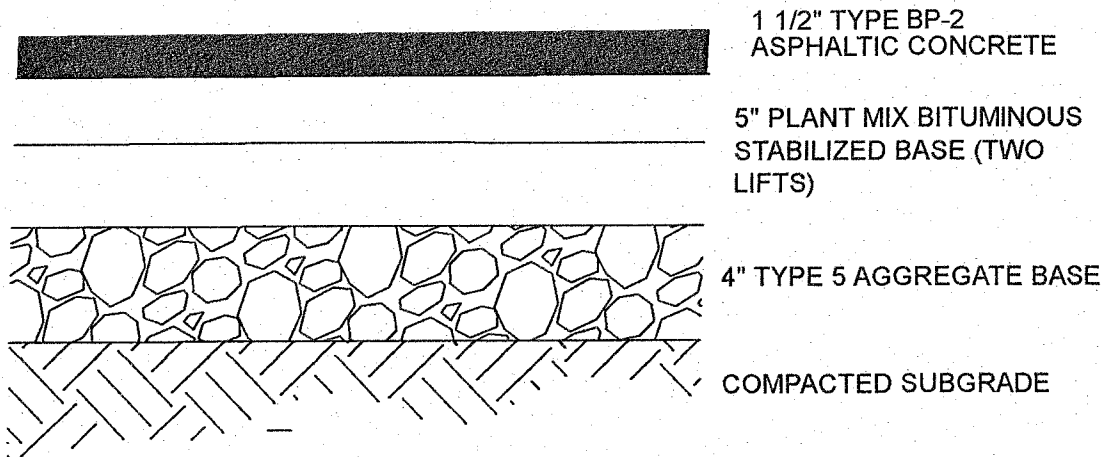
POTENTIAL SOIL STORAGE AND CONCRETE WASHOUT LOCATIONS ARE SHOWN BUT MAY BE MODIFIED AS COORDINATED BETWEEN OWNER AND CONTRACTOR. THESE LOCATIONS SHALL BE LOCATED IN AREAS AWAY FROM NATURAL DRAINAGE WAYS, AND CONSTRUCTION TRAFFIC. INSTALL SEDIMENT BARRIERS AROUND SOIL STOCKPILES. INSTALL CONCRETE WASHOUT AREA PER DETAIL.

CONTRACTOR TO INSPECT ALL EROSION CONTROL MEASURES WEEKLY AND AFTER EACH RAIN AND PERFORM ANY REQUIRED REPAIR OR MAINTENANCE AT THAT TIME. REMOVE SEDIMENT FROM BEHIND PERIMETER CONTROLS AND DITCH CHECKS TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAINFALL. REPAIR/REPLACE CONTROLS AS REQUIRED.

FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY, ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED. AFTER GRASS IS ESTABLISHED, THE SEDIMENT CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF PROPERLY.

NOTE: A MISSOURI DEPARTMENT OF NATURAL RESOURCES LAND DISTURBANCE PERMIT MORA23791 WAS ISSUED FOR THIS SITE ON 3/20/23 (EXPIRES 2/7/27). A COPY OF THIS PERMIT AND ITS ASSOCIATED SWPPP IS AVAILABLE UPON REQUEST.

4/29/24	CLL	REVISIONS PER MECO COMMENTS	CLL
Date	By	Description	Appvd/By
PROJECT SPRY STORAGE, AMERICANA DR., BOONVILLE, COOPER CO., MO			
SHEET TITLE			
GRADING PLAN			
DATE: 4/2/24			
LUEBBERT ENGINEERING			
DR BY: CLL			
CHKD BY: CLL			
304 TRAVIS COURT (573) 291-6567 65101			
JEFFERSON CITY MISSOURI			
C3			
5			



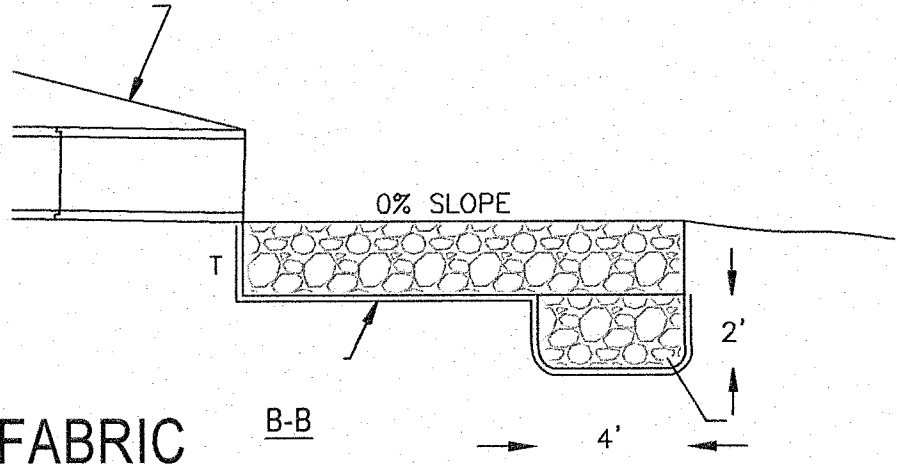
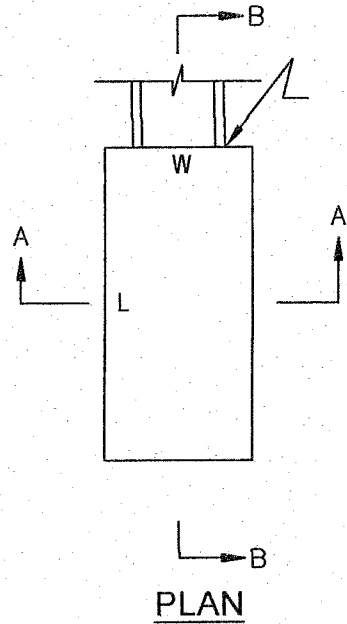
TYPICAL SECTION ASPHALT PAVEMENT

Pipe Size (in)	Length L (ft)	Width W Minimum (ft)	Thickness T Minimum (ft)
15	15	4	2
18	16	4	2

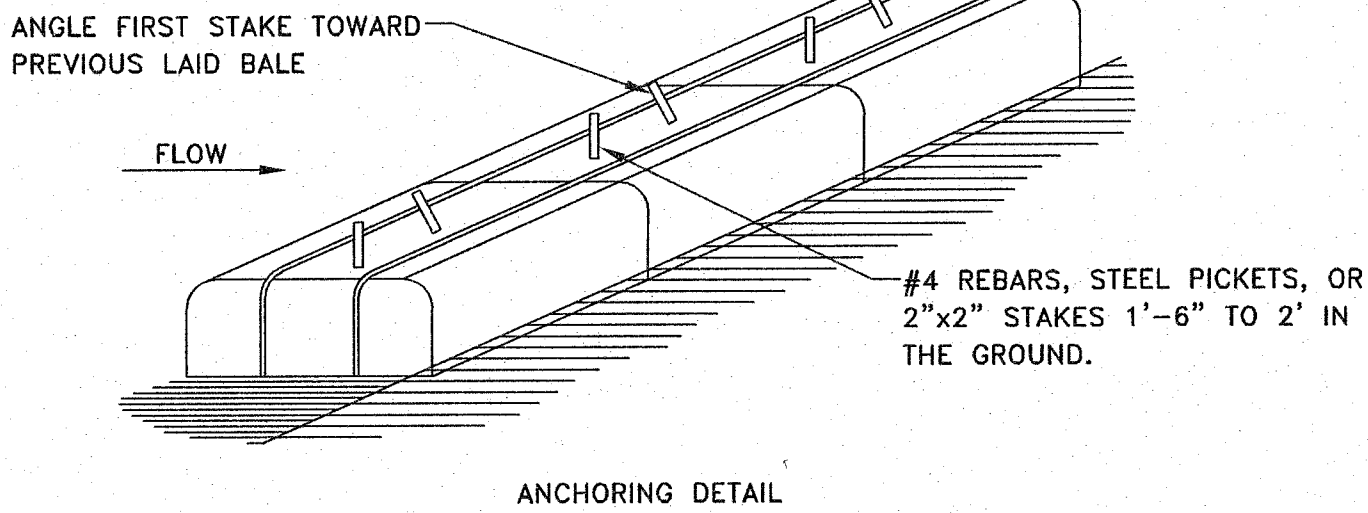
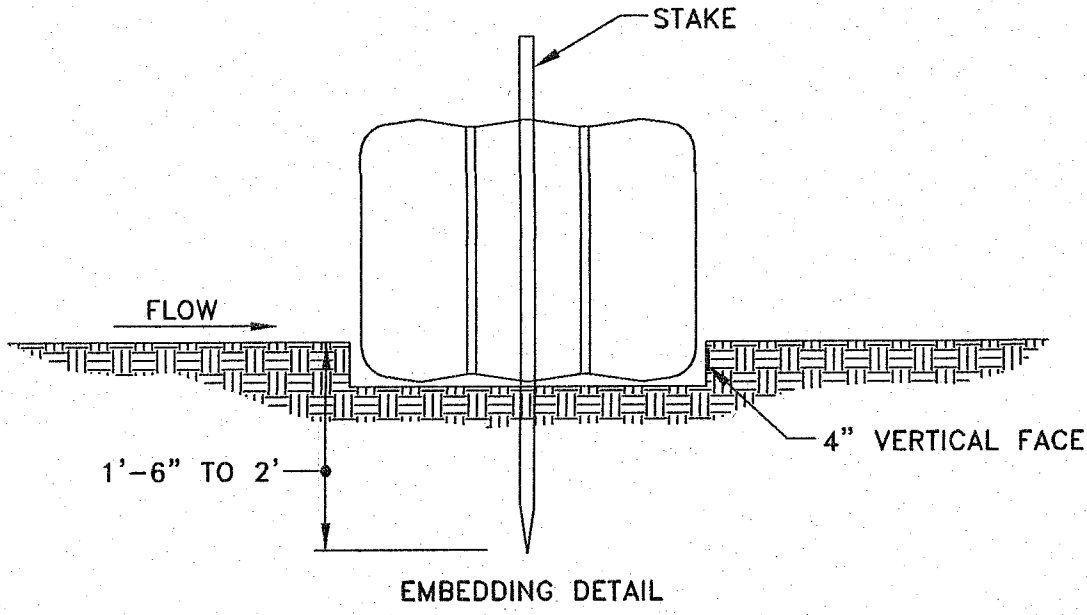
RIP RAP TO BE TYPE 1: ROCK MUST BE ANGULAR, HARD AND DURABLE.

ROCK LINER FABRIC SHALL BE PROPEX GEOTEX 801 OR APPROVED EQUAL. ALTERNATIVELY, AN 8 INCH BED OF WELL GRADED SAND AND GRAVEL WITH GRAVEL UP TO 3\"/>

WHERE BEDROCK IS ENCOUNTERED, RIP RAP MAY BE OMITTED.

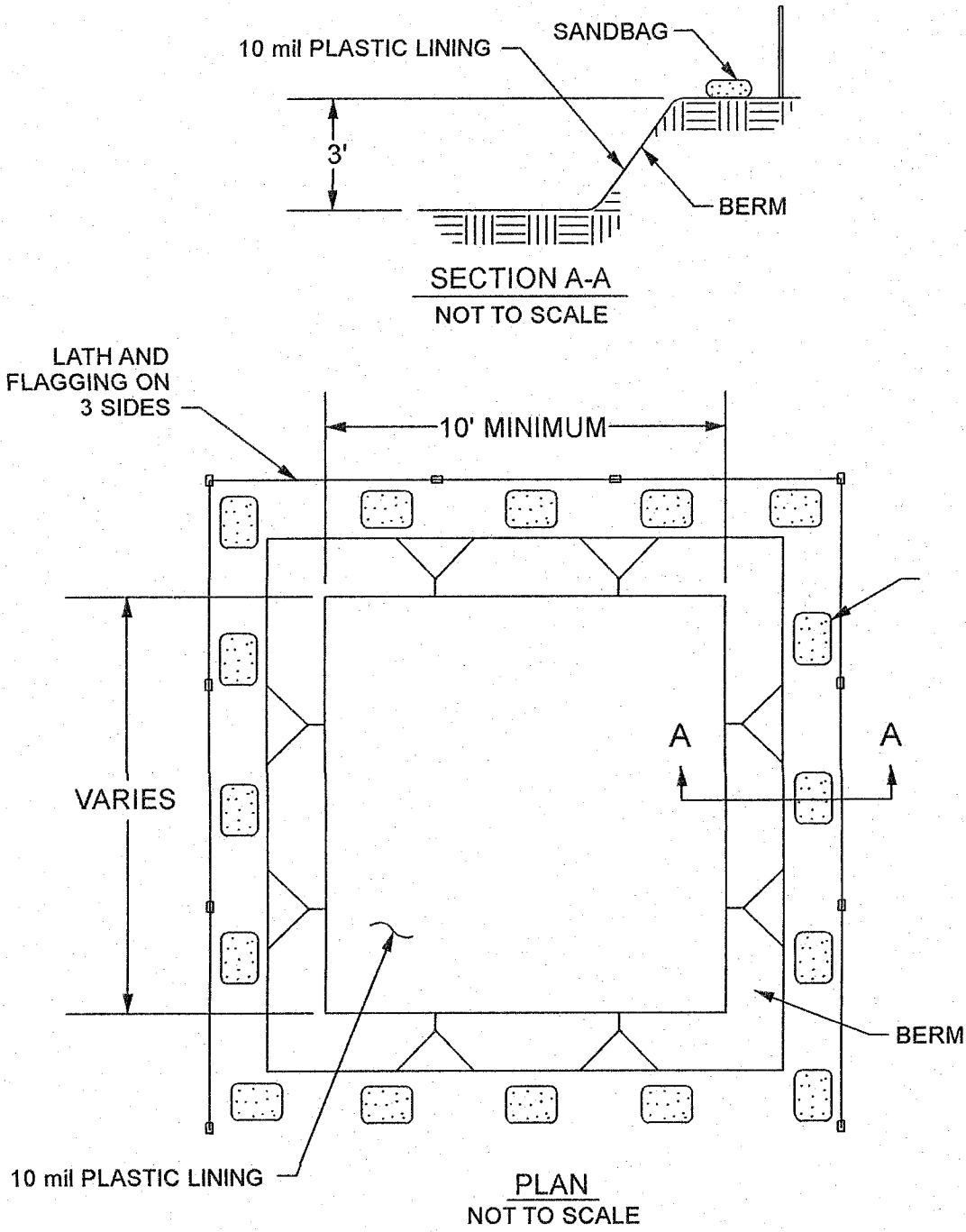
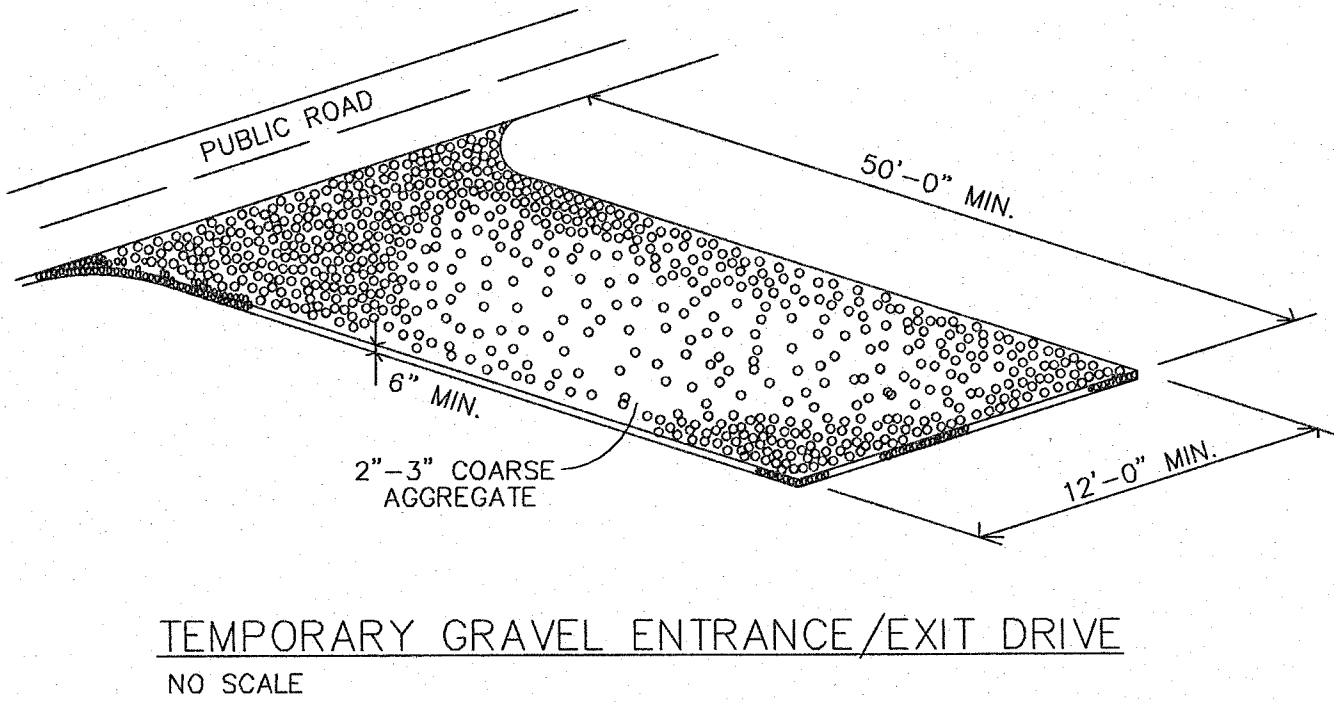
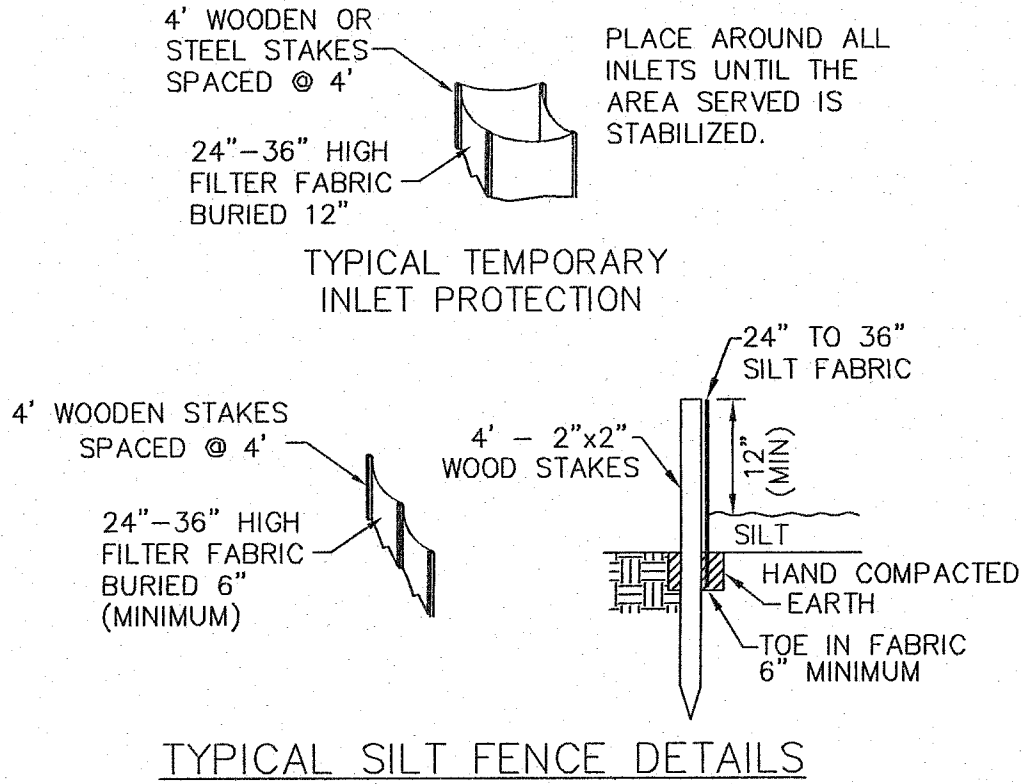


RIP RAP WITH FILTER FABRIC



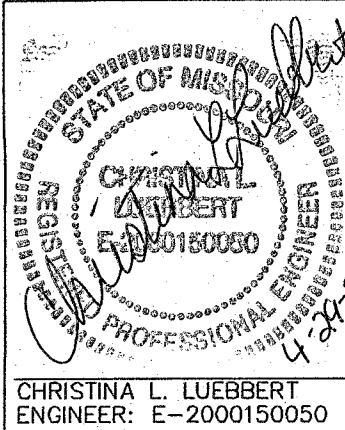
- BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
- EACH BALE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4\"/>
- BALES SHALL BE SECURELY ANCHORED IN PLACE BY STAKES OR RE-BARS DRIVEN THROUGH THE BALES. THE FIRST STAKE IN EACH BALE SHALL BE ANGLED TOWARD PREVIOUSLY LAID BALE TO FORCE BALES TOGETHER.
- INSPECTION SHALL BE AT LEAST ONCE A WEEK AND AFTER EACH 1/2\"/>
- BALES SHALL BE REMOVED BY THE OWNER WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

STRAW BALE DIKE/ DITCH CHECK

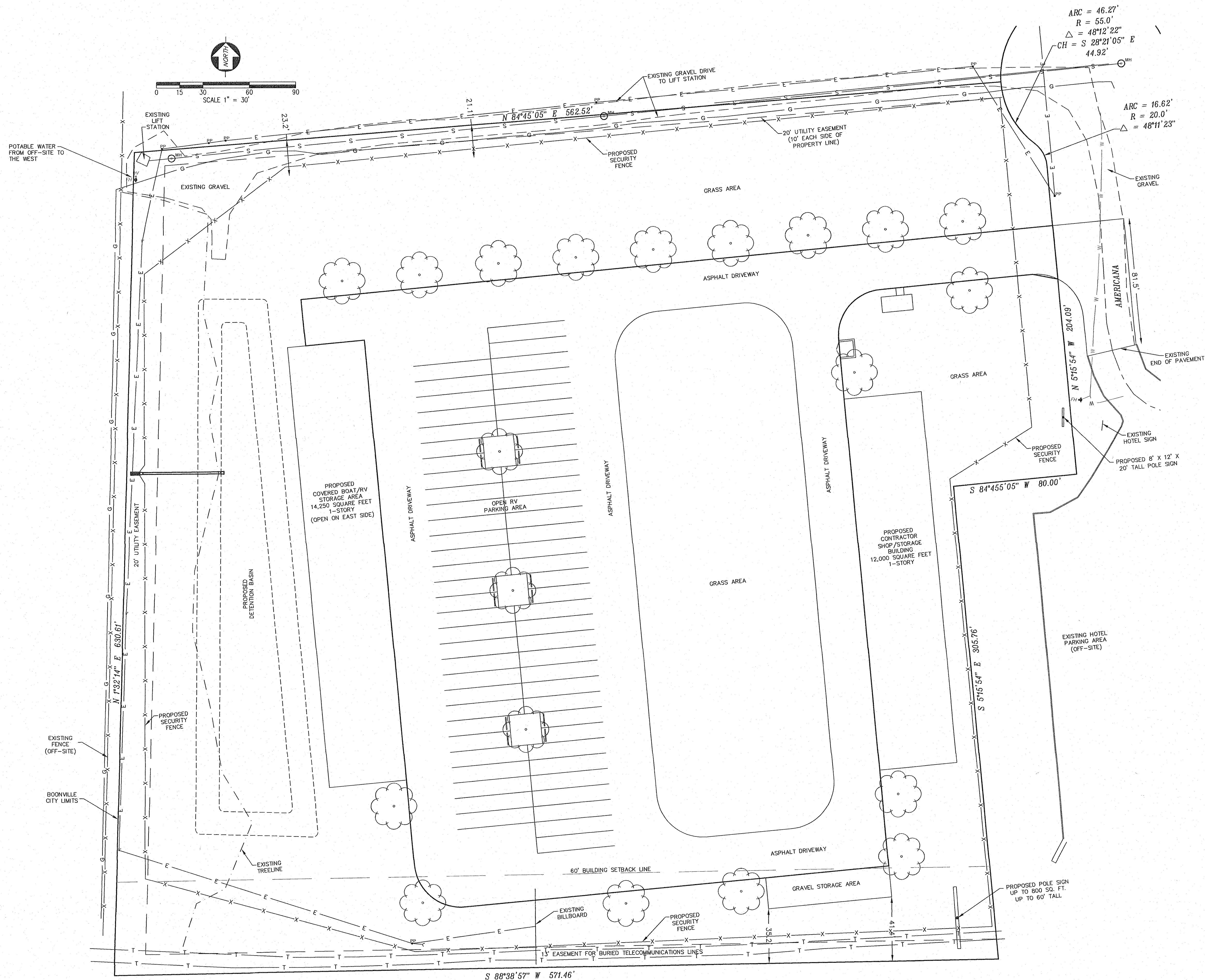


NOTES:

- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF OR RECYCLED.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE BACKFILLED, REPAIRED, AND STABILIZED TO PREVENT EROSION.
- MUST BE LOCATED >50 FT AWAY FROM INLETS/WATERWAYS UNLESS THERE IS NO OTHER PRACTICAL ALTERNATIVE.



4/29/24	CLL	REVISIONS PER MECO COMMENTS	CLL
Date	By	Description	Appvd/By
PROJECT SPRY STORAGE, AMERICANA DR., BOONVILLE, COOPER CO., MO			
SHEET TITLE DETAILS			
DATE: 4/2/24	LUEBBERT ENGINEERING		SHEET
DR BY: CLL			
CHKD BY: CLL	304 TRAVIS COURT JEFFERSON CITY MISSOURI 65101	(573) 231-6567	C4 5



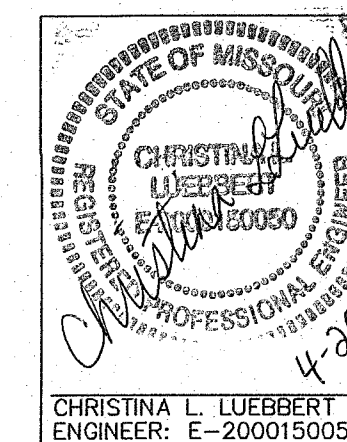
PARKING AND DRIVEWAY AREA = 87,994 SQUARE FEET
 $35\% \times 87,994 = 30,798$ SF
 CANOPY DIAMETER AT FULL MATURITY = 34'-46'
 SQUARE FOOTAGE SHADE AT FULL MATURITY = 908 SF - 1660 SF
 20 TREES SHOWN (ADJUST AS NEEDED BASED ON SPECIES
 SELECTED TO ACHIEVE REQUIRED SQUARE FOOTAGE OF SHADE)

TREE PALETTE (AT LEAST 3 OF THESE SPECIES):
 PIN OAK
 LONDON PLANE
 AUTUMN BLAZE MAPLE
 OCTOBER GLORY MAPLE
 AMERICAN HORNBEAM
 RED OAK

ALL TREES MUST BE AT LEAST 6" TALL AND 2" CALIPER AT TIME OF PLANTING.

REMAINDER OF PVIOUS PORTION OF THE SITE WILL BE VEGETATED IN TURF GRASS OR OTHER APPROPRIATE GROUND COVER

THE PORTION OF THE EXISTING TREE/BRUSH LINE ALONG THE WEST PROPERTY BOUNDARY WILL REMAIN INTACT TO THE MAXIMUM EXTENT PRACTICABLE.



PRELIMINARY
DRAWING NOT
FOR BIDDING OR
CONSTRUCTION

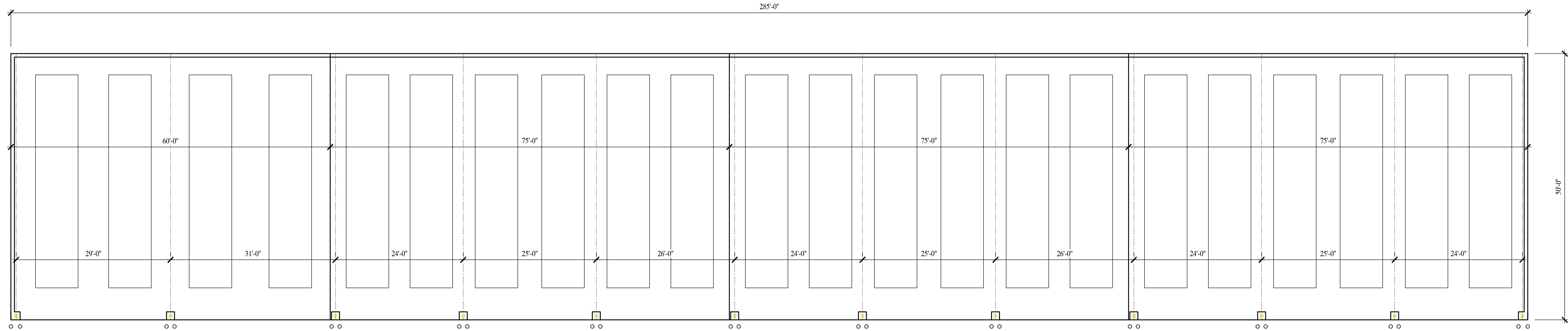
WESTHUES ARCHITECTURE LLC
ERIC WESTHUES, ARCHITECT # MO-2016004009 ARCHITECTURAL CORPORATION
9000 BOATMAN HILL ROAD COLUMBIA, MO 65202
573 424-7064 eric@eriewesthues.com #2019020035

REVISION	DATE
0	
1	
2	
3	
4	
5	
PROJECT NUMBER	24-0XX

**BOONVILLE
RV STORAGE**

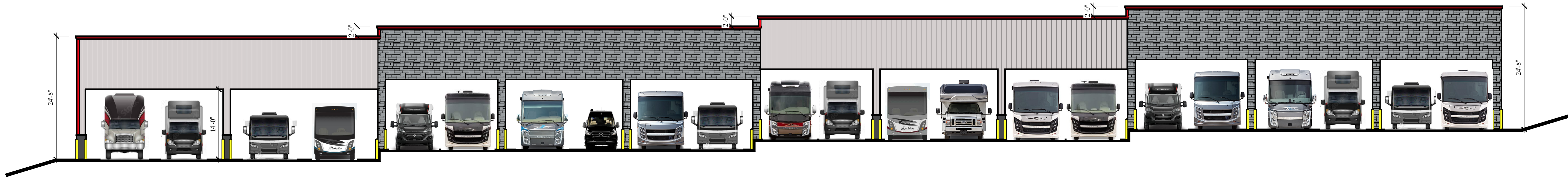
PLAN &
ELEVATIONS

A1



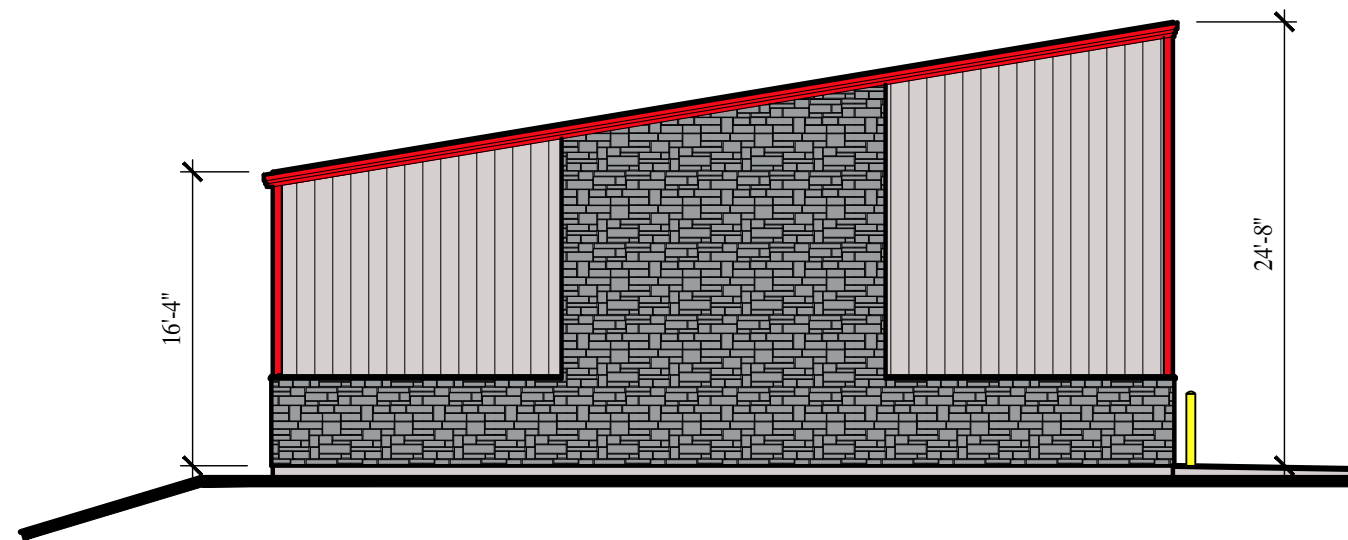
1
A1

FLOOR PLAN
SCALE: 3/32" = 1'-0"



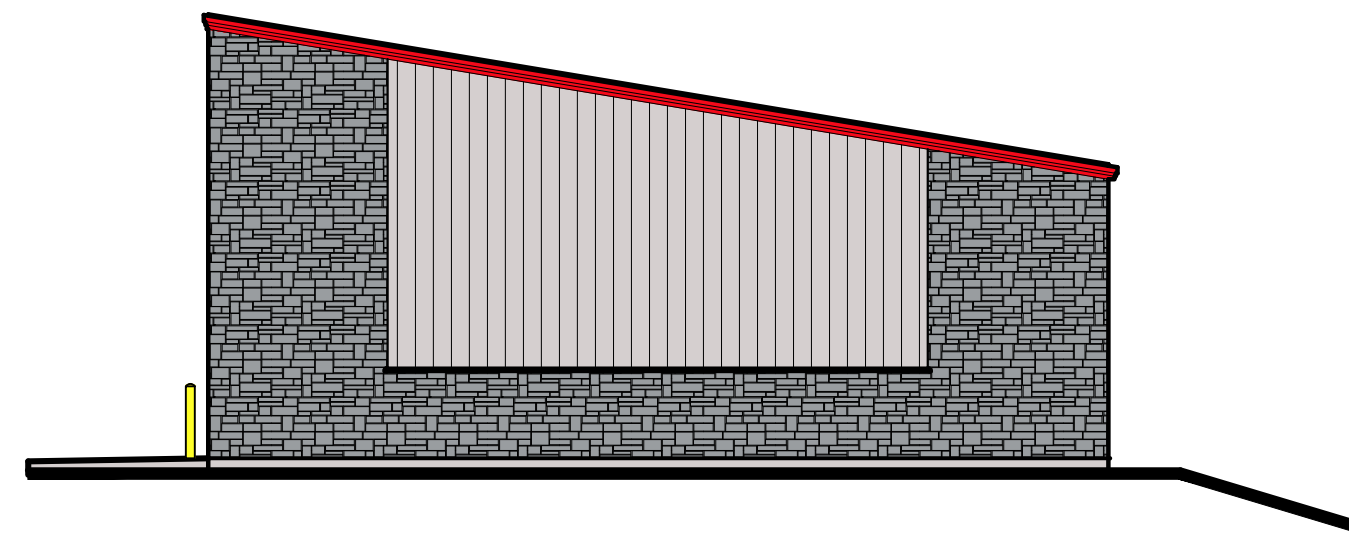
2
A1

FRONT ELEVATION
SCALE: 3/32" = 1'-0"



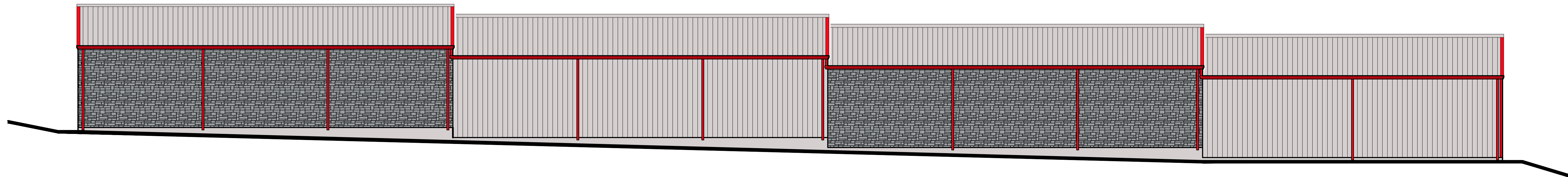
3
A1

LEFT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



4
A1

RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"

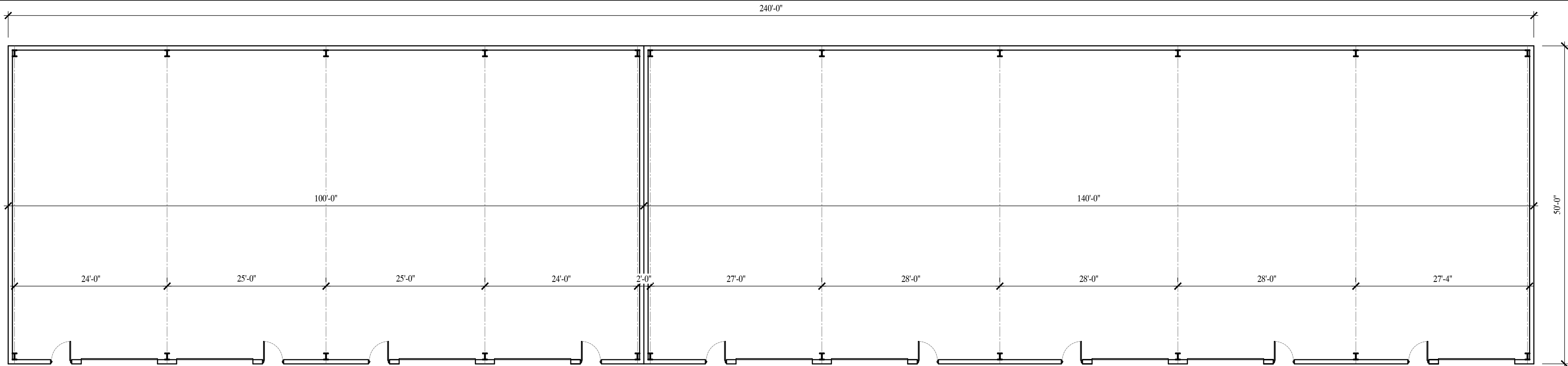


5
A1

REAR ELEVATION
SCALE: 3/32" = 1'-0"

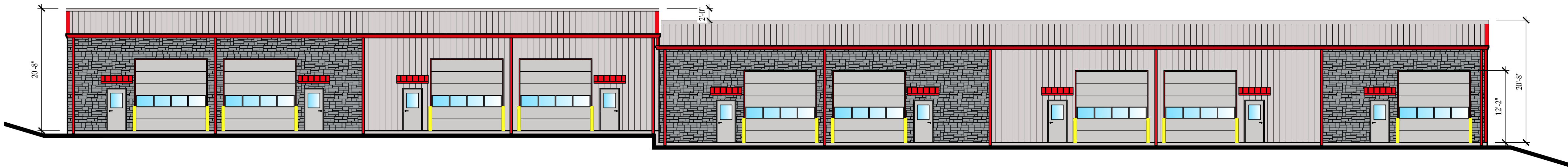
NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"



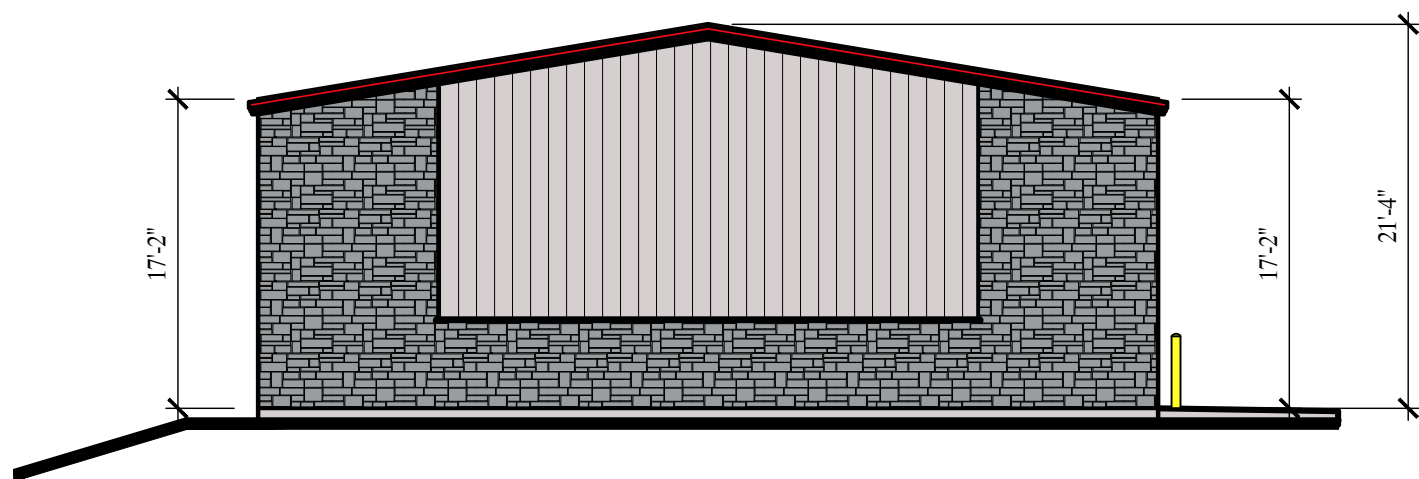
1
A2

FLOOR PLAN
SCALE: 3/32" = 1'-0"



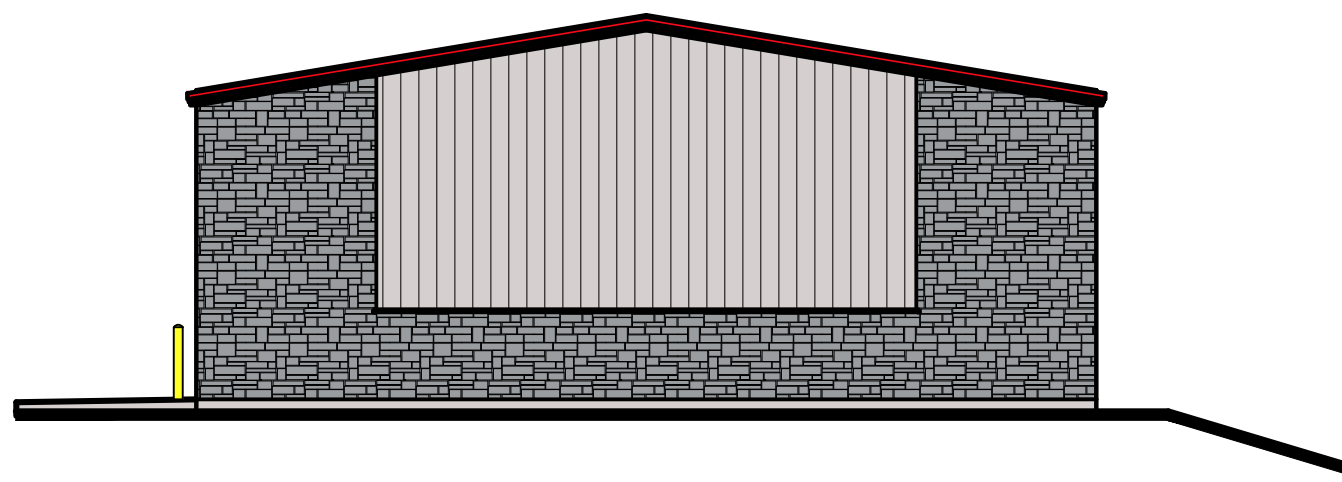
2
A2

FRONT ELEVATION
SCALE: 3/32" = 1'-0"



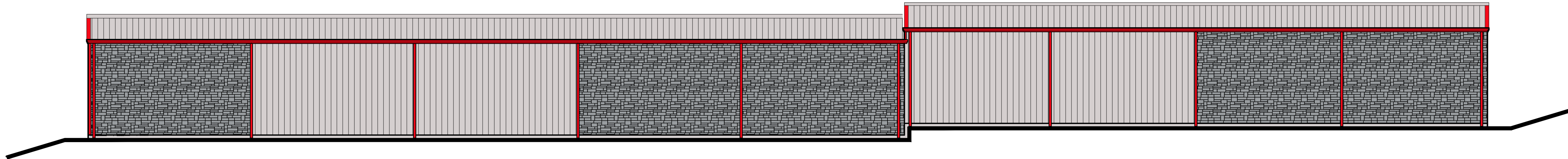
3
A2

LEFT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



4
A2

RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



5
A2

REAR ELEVATION
SCALE: 3/32" = 1'-0"

PRELIMINARY
DRAWING NOT
FOR BIDDING OR
CONSTRUCTION

WESTHUES ARCHITECTURE LLC
ERIC WESTHUES, ARCHITECT # MO-2016004009 ARCHITECTURAL CORPORATION
9000 BOATMAN HILL ROAD COLUMBIA, MO 65202
573 424-7064 eric@eriewesthues.com #2019020035

REVISION	DATE
0	
1	
2	
3	
4	
5	
PROJECT NUMBER	24-0XX

**BOONVILLE
RV STORAGE**

PLAN &
ELEVATIONS

A2



May 30, 2024

To: Mayor and City Council

From: Kate Fjell, City Administrator

Re: Spry Storage- 3rd reading required

Upon returning for vacation, when I was reviewing the minutes of planning and zoning and discussing the Spry Storage presentation, I learned that the owners requested a variance from the corridor standards. This variance was requested at the meeting verbally and there was no supporting submittals information for this request. The P&Z Commission approved the plan and referred the variance request to staff. Steve and I discussed this issue and have asked the developers to submit alternative elevations prior to considering the variance.

Therefore, Ordinance no. 2024-09 Approving a Final Site Plan for Spry Storage Facility is being held over for a 3rd reading, pending submission of the revised plan. Once received, Steve, Scott, Jeff and I will review and make a recommendation on if the variance should be approved by Council.



LICENSE NO: _____

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- Please fill out all information on this form as it pertains to your event
- Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns. *Must submit 2 months prior to event
- Events on City property will require a \$1,000,000 liability insurance policy

EVENT INFORMATION

Event Name: Heritage Days
Event Start Date: June 19, 2024 Event End Date: June 22, 2024

Date of Set Up: June 20 Times: 8Am

Date of Tear Down: June 23 Times: All day

Proposed Location: Downtown

☒ Downtown Area ☒ ^{Friday nite only 8:30 pm} Kemper Park Movie ☐ Harley Park
☐ Second Street Area ☐ Depot District *State Park Permit required also

Expected Attendance: the more the merrier # of Staff & Volunteers: 12

Are Vendors Expected? YES ☒ NO ☐ If YES, how many? 1-15 16-20 21-25 26+

- Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
- Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: ☐ (1-15) \$50 ☐ (16-20) \$75 ☐ (21-25) \$100 ☒ (26+) \$125 paid

EVENT ORGANIZER INFORMATION

Company/ Organization Name: Boonville Area Chamber of Commerce

Organizer's Name: Heritage Days

Mailing Address: 320 - 1st Street

Email Address: info@Boonville mo chamber. com

Phone: Rez Gordon Cell Phone: 660-537-0265

Phone: Susan Lenz Cell Phone: 660-888-9720

WHAT CITY SERVICES WILL BE REQUESTED

City Services-

Yes or No

Describe Your Needs-

Electricity Hookup *AMEREN

☒
☐

Water Hookup

☒
☐

possible

Dumpster / Trash Cans

☒
☐

Picnic Tables

☒
☐

from Armory

Street Closure

☒
☐

see attached

EVENT COMPONENTS (Check all that apply)

☒

Alcohol - wine garden

☐

First Aid/ EMT

☐

Security

☒

Amplified Sound - Hain House

☐

Fireworks

☒

Signage/Banners

☐

Animals/ Petting Zoo

☒

Food Service - vendors

☐

Sporting Event

☐

Bicycling

☐

Inflatables - capital

☒

Stage - Hain House

☒

Bleachers - Thespian Hall

☒

Parade / Floats

☒

Tent / Canopies - Vendor

☒

Carnival Rides

☒

Portable Restrooms

☒

Traffic Control - Parade

☒

Concert / Live Music - Hain House

☐

Race (timed event)

☐

Water - City Source

☒

Electricity / Generator

☐

Run (non-timed event)

☒

Vendors

☒

*Other Items Not Listed Bleachers - front steps of Thespian Hall

PARADE & STREET CLOSURE REQUEST

Event Date: 6-22-2024

Number of Parade Entries: 75

Set up Time: 7:00AM

Start Time: 10:00AM

Parade Route: (Bridge) Main St. to Walnut

Staging Location: High / main st

Request for Parking Restrictions: ☒ Yes ☐ No

Street Sweeper Requested: ☒ Yes ☐ No

Description of Parking Restriction Request: Main St. - Morgan to Chestnut
Both sides of streets

SITE LAYOUT

For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.

STREETS TO BE CLOSED

<u>Streets to be closed</u>		<u>From Where to Where</u>		<u>Times to be Closed</u>	<u>How many door hangers needed</u>
1. <i>Cape show, etc</i>	<i>4th Street</i>	From <i>Morgan</i>	to <i>Vine</i>	From <i>Saturday 6-22-24</i> <i>7:00 AM</i> to <i>5:00 PM</i>	
2.	<i>Chestnut street</i>	From <i>4th St.</i>	to <i>Sixth Street</i>	From <i>7:00 AM</i> to <i>1:00 AM</i>	
3.	<i>Spring street</i>	From <i>3rd</i>	to <i>MAIN Street</i>	From <i>7:00 AM</i> to <i>5:00 PM</i>	
4.		From	to	From	
5.		From	to	From	
6.		From	to	From	
7.		From	to	From	
8.		From	to	From	
9.		From	to	From	
10.		From	to	From	

City Parking Lot Closure Request

Parking lot behind Post office - sixth street

for CARNIVAL

Street Parking Restriction Request

Times to be Closed

How many door hangers needed

12⁰⁰ PM - 1:00 PM

6-20-24 to 6-22-24

From *12:00 PM* to *1:00 PM*

(Noon) (Noon)

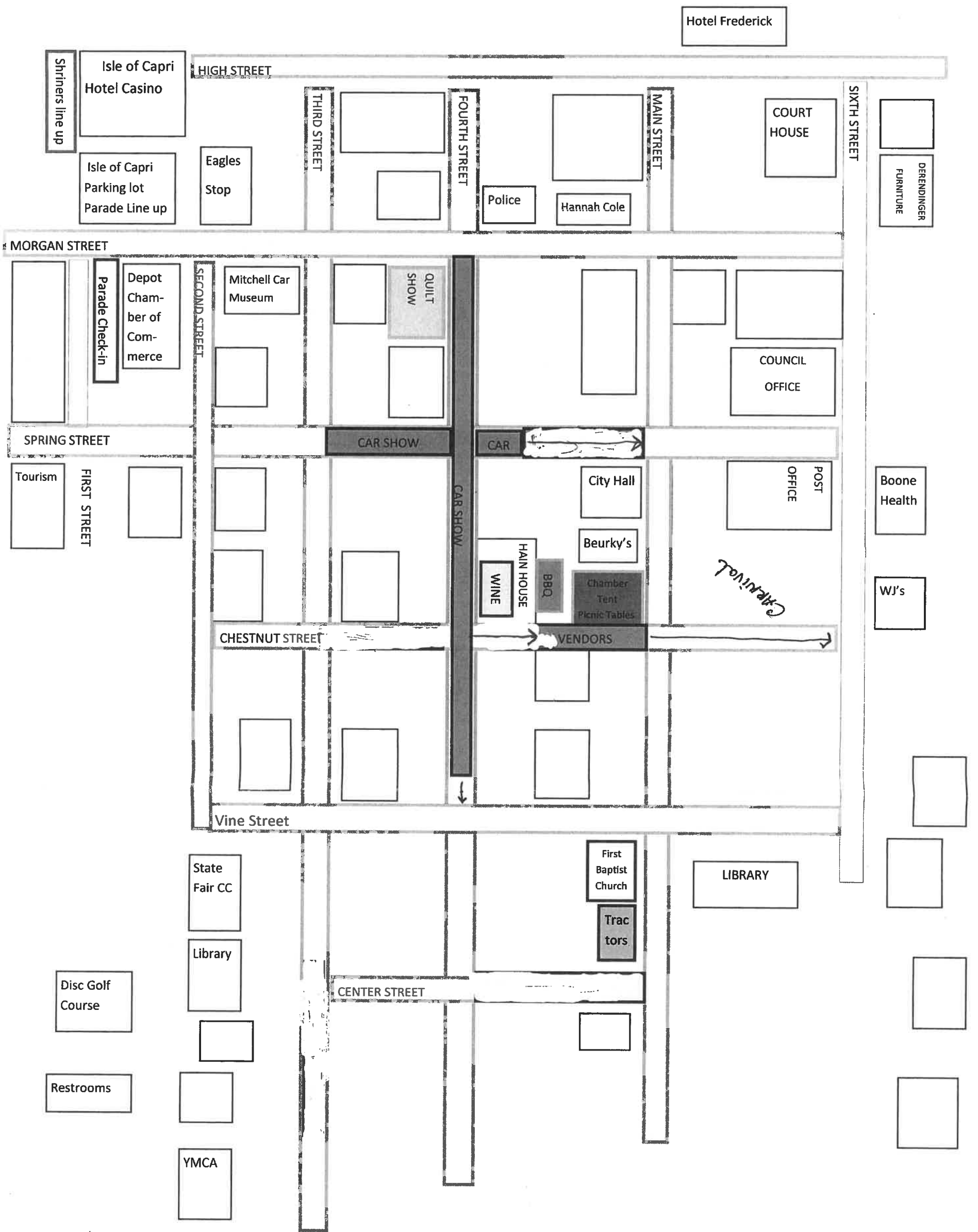
on Sunday

Times to be Closed

How many door hangers needed

Saturday 6-22-24

From *7:00 AM* to *5:00 PM*



RESOLUTION NO. R2024- 08

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BOONVILLE, MISSOURI AND ALLSTATE CONSULTANTS, LLC FOR PROFESSIONAL ENGINEERING SERVICES AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville was awarded a Missouri Transportation Alternatives Program (TAP) Grant for the construction of sidewalks along Ashley Road by Boonville High School; and

WHEREAS, Allstate Consultants is an engineering firm on the State of Missouri Department of Transportation “on-call” list and therefore eligible to manage the project in compliance with grant stipulations; and

WHEREAS, Allstate Consultants have satisfactorily worked with the City on previous projects.

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

SECTION 1: That an Agreement between the City of Boonville, Missouri and ALLSTATE CONSULTANTS, LLC, a copy of which is marked “Exhibit A” is attached hereto and made a part hereof, is hereby approved pending any further comments or requirements from Missouri Department of Transportation.

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 3rd day of June 2024, by the City Council of Boonville, Missouri

Andrew Cowherd, Mayor Pro Tem

ATTEST:

Amber Davis, City Clerk

SPONSOR: City of Boonville, Missouri
LOCATION: Cooper County, MoDOT Central District, Ashley Road (Hwy 5 & 40)
PROJECT: TAP-9901(545)

THIS CONTRACT is between the **City of Boonville, Missouri**, hereinafter referred to as the "Local Agency", and **Allstate Consultants LLC, 3312 LeMone Industrial Boulevard, Columbia, MO 65201**, hereinafter referred to as the "Engineer."

INASMUCH as funds have been made available by the Federal Highway Administration through its **Transportation Alternatives Program**, coordinated through the Missouri Department of Transportation, the Local Agency intends to **install ADA-compliant sidewalks to improve safety and connectivity along Ashley Road (Highways 5 & 40) from the high school / sports complex to local businesses and traveler/commuter accommodations** and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design, and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **3%** of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, **0%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
--	----------------------------------	---	--	---

Not Applicable – No subcontractors for this project (reference DBE Good Faith Effort submittal to City of Boonville).

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on the date provided below:

Task	Date
Date funding is made available or allocated to the recipient	11/01/2023
Solicitation for Professional Engineering Services (advertised)	01/01/2024
Engineering Services Contract Approved	02/01/2024
Preliminary and Right-of-Way Plans Submittal (if applicable)	11/01/2024

Plans, Specifications, & Estimate (PS&E) Submittal	05/01/2025
Plans, Specifications, & Estimate (PS&E) Approval	07/01/2025
Advertising for Letting	08/01/2025
Bid Opening	09/01/2025
Construction Contract Award (REQUIRED)	10/01/2025

- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$4,013.24**, with a ceiling established for said design services in the amount of **\$30,890.00**, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$5,441.51**, with a ceiling established for said inspection services in the amount of **\$42,124.31**, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at **58.38%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at **116.29%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *Not applicable*.

Sub-Consultant Name	Address	Services
None known at this time.		

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT, or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations, and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any

portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT, and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents, or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race, or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying

which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$2,000,000 per occurrence;
 - 2. Automobile Liability: \$2,000,000 per occurrence (bodily injury);
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$2,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Services

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

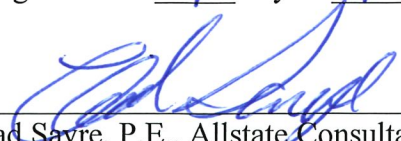
Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

(The following page is reserved for necessary signatures.)

Executed by the Engineer this 29th day of May, 2024.



Chad Sayre, P.E., Allstate Consultants LLC

Executed by the City of Boonville this _____ day of _____, 20____.

FOR: CITY OF BOONVILLE, MISSOURI
City Council

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: _____

BY: _____
Title

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY ACCOUNTING OFFICER / CFO / TREASURER

ATTACHMENT A

ARTICLE I – SCOPE OF SERVICES

Project Description

The proposed project will increase safety and connectivity by constructing new sidewalks, with a rapid flashing beacon crosswalk over Ashley Road, that are in compliance with the Federal Americans with Disabilities Act of 1990. They will bridge the gap between the Boonville High School, Primary School, and the Sports Complex to many amenities that Boonville has to offer. These amenities include the Pilot Travel Center, future QuikTrip, Quality Inn Hotel, Holiday Inn Express, and Arby's.

This project will consist of a new 5-foot ADA compliant sidewalk running for approximately 1,238 ft. along the east side of Highway 40/West Ashley Road, and for approximately 1,335 ft. along the west side of Highway 40/West Ashley Road. The sidewalk, on the east side of Ashley Road, will begin on the south side of the northern High School entrance and end at the property line where the new QuikTrip will be located. Approximately 150 ft. to the south of Radio Hill Road, the sidewalk will tee and cross Ashley Road, utilizing a push button pedestrian crossing signal. This branch of the sidewalk will continue on the west side of Ashley Road and stretch down to Fuqua Drive, at which point it will turn and run along the north side of Fuqua Drive. It will then cross Fuqua Drive and terminate by tying into the concrete parking lot of the Quality Inn. In the event the proposed sidewalk crosses existing curb and gutter, curb and gutter replacement shall occur. The sidewalk will also cross storm water ditches. In each event a stormwater pipe shall be installed to not impede the flow of water.

Scope of Services

A. DESIGN PHASE – The Engineer will:

1. Conduct topographic, property, and utility surveys sufficient to develop plans for the project; and
2. Conduct hydraulic studies (if necessary), develop preliminary design plans and report to document the design considerations and decisions made to support the design; and
3. Provide 3 copies of the preliminary plans, estimates, and studies for review by the Local Agency and submit a PDF copy to the Missouri Department of Transportation (MoDOT); and
4. Prepare and submit to the LPA Request for Environmental Review (RER) to initiate MoDOT's environmental and historic preservations staff's review of the project to determine NEPA classification. If needed, a Section 106 investigation will be completed and submitted to the Missouri State Historic Preservation Office (MoSHPO); and
5. Prepare and submit application for permits related to noise abatement and air quality, if necessary; and
6. Contact utility companies which were identified by Missouri One Call or have marked facilities in the project boundary and provide them with a set of plans for the project. Request they respond with a plan for relocation or accommodation of construction

- activities, prepare, and coordinate the execution of utility agreements, if necessary; and
7. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans and/or right-of-way certification letter, easements, donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, the right-of-way needed for the project; and
 8. Prepare detailed construction plans, cost estimates, job specifications, and project manual with related documents as needed for the purpose of receiving authorization to advertise for bids from MoDOT, and soliciting bids for constructing the project; and
 9. Submit PDF versions of the final plans, specifications, and estimate to MoDOT on behalf of the Local Agency for the purpose of obtaining construction authorization from MoDOT; and
 10. Upon receipt of construction authorization from MoDOT, make final revisions resulting from reviews by agencies involved; and
 11. Assist Local Agency in advertising for bids; and
 12. Assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT; and
 13. Coordinate preparation of progress invoices for the design phase and bidding phase of the project.
- B. CONSTRUCTION PHASE – The Engineer will serve as the Local Agency’s representative for administering the terms of the construction contract between the Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor’s failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor’s failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations. The Engineer is not responsible for job site safety. Engineer’s services will include more specifically as follows:
1. Assist the Local Agency with a preconstruction conference to discuss project details with the Contractor; and
 2. Make periodic site visits to observe the Contractor’s progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor’s forces. The Engineer will accompany MoDOT and Federal Highway Administration (FHWA) representatives on visits of the project site as requested; and
 3. Review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction

Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received; and

4. Recommend non-payment for work that does not substantially conform to the project documents; and
5. Prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed; and
6. Review wage rates, posting, equal employment opportunity and other related items detailed by the project manual and contract documents; and
7. Visually inspect materials delivered to the site, review material certifications furnished by the Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and testing will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract; and
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due from the Contractor; and
9. Be present during critical construction operations, including but not limited to the following:
 - a. Checking of reinforcing steel prior to concrete placement (if needed)
 - b. Concrete placement;
 - c. Storm infrastructure placement; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records; and
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction; and
12. Review contractor's certified payroll and compare to contract wage rates; and
13. Perform the commercially useful function interviews with the contractor's DBE sub-contractors; and
14. Prepare progress invoices for the construction phase of the project.

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by MoDOT, the Missouri Department of Conservation (MDC), U.S. Fish and Wildlife, or the FHWA.
- 2) Studies, delineations, and evaluations of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, and/or coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisals, letter offers, condemnation, activities, and any other tasks related to the acquisition of right-of-way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction and moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by City forces.
- 9) Efforts to mitigate adverse effects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPA, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE	<u>Hours</u>	Rate (Salary Only)	<u>Cost</u>
<i>Surveying</i>			
2-Man Crew	20	\$50.75	\$1,015.00
Surveyor	5	\$34.75	\$173.75
<i>Preliminary Design</i>			
Engineer	10	\$44.25	\$442.50
Technician	124.34	\$17.50	\$2,176.00
Technician	80	\$23.75	\$1,900.00
Technician	24	\$34.75	\$834.00
<i>Final Design</i>			
Engineer	6	\$44.25	\$265.50
Technician	120	\$17.50	\$2,100.00
Technician	24	\$34.75	\$834.00
SUBTOTAL			\$9,740.75
<i>Payroll Overhead (Est. at 58.38% X SUBTOTAL))</i>			\$5,686.65
<i>General and Admin. Overhead (Est. at 116.29% X SUBTOTAL))</i>			<u>\$11,327.53</u>
TOTAL LABOR & OVERHEAD			\$26,754.93
<i>Fixed Fee(Percent X TOTAL LABOR & OVERHEAD)</i>			<u>\$4,013.24</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			\$30,768.17
<i>Other Direct Costs</i>			
Travel, 3 trips @ 62 miles X \$0.655/mile IRS Rate =			\$121.83
SUBTOTAL DIRECT COSTS			<u>\$121.83</u>
TOTAL FOR DESIGN PHASE			\$30,890.00

CONSTRUCTION PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
Engineer	10 _____	\$44.25 _____	\$442.50
Inspector / Technician	180 _____	\$42.75 _____	\$7,695.00
Technician	289.71 _____	\$17.50 _____	\$5,069.88
SUBTOTAL			\$13,207.38
<i>Payroll Overhead (Est. at 58.38% X SUBTOTAL))</i>			\$7,710.47
<i>General and Admin. Overhead (Est. at 116.29% X SUBTOTAL))</i>			<u>\$15,358.85</u>
TOTAL LABOR & OVERHEAD			\$36,276.70
<i>Fixed Fee (Percent X TOTAL LABOR & OVERHEAD)</i>			<u>\$5,441.51</u>
TOTAL LABOR, OVERHEAD AND FIXED FEE			\$41,718.21
<i>Other Direct Costs</i>			
Travel, 10 trips @ 62 miles X \$0.655/mile IRS Rate = \$406.10			
SUBTOTAL DIRECT COSTS			<u>\$406.10</u>
TOTAL FOR CONSTRUCTION PHASE			\$42,124.31

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

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

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

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

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

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

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

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

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE subconsultant, who is unable to perform satisfactorily, with another DBE subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the City for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

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

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

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

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

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

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

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

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

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant):

Project Owner (LPA):

Project Name:

Project Number:

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Date: June 3, 2024
To: Mayor and Council
From:
Re: Planning and Zoning

**CITY OF BOONVILLE
PLANNING AND ZONING COMMISSION MEETING
MINUTES OF May 14, 2024**

VOTING MEMBERS PRESENT

1. Matt Billings
2. Brooks Rapp
3. Ernie Ueligger
4. Drew Davis
5. Ned Beach

VOTING MEMBERS ABSENT:

1. Steve Hage
2. Josh Snoddy

STAFF/PRESENTERS/GUESTS

1. Jeff Ditto
2. Scoot Vogler- MECO
3. Brandon Spry- Spry Storage
4. Christina Luebbert- Spry Storage

NOTICES AND EXHIBITS: Posted and available on May 9, 2024, at 11:02 a.m. at City Hall.

1. CALL TO ORDER: Mr. Ditto called the meeting to order at 6:00 p.m. Roll call was taken with five (5) of seven (7) members present constituting a quorum.

1. MINUTES: The Minutes stand as presented

1. HEARING OF PUBLIC COMMENTS: None

1. OLD BUSINESS: None

1. NEW BUSINESS: Spry Storage

1. Mr. Vogler stated that the plan meets all requirements.
2. Mr. Spry asked about putting brick/rock on one side instead of all four. After much discussion, Mr. Billings motioned to allow putting brick on one side if Mr. Hage agrees. Mr. Billings also made a motion to approve the final site plan. Mr. Beach seconded both motions and all agreed.

1. MISCELLANEOUS: None

1. ADJOURN: A motion was made to adjourn the meeting by Ned Beach and seconded by Drew Davis at 6:25 pm.

Respectfully submitted,

Jeff Ditto, Director of Public Works

Approved by:



May 30, 2024

Cooper County Emergency Management Agency
Columbia Fire Department
Pettis Country Fire Protection District 1
Blackwater Fire Protection District
Fortuna Rural Fire Protection District
Pilot Grove Fire Department
Jamestown Fire Department
Howard County Rural Fire
Cooper County Ambulance District
Cooper County Fire Protection District

Thank you for coming to assist the Boonville Fire Department with the Spirit of 76 fire on Memorial Day. Without your assistance and aid, the City would not have been able to successfully manage the fire and minimize the fire damage. The extraordinary response from 9 fire and emergency services in Central Missouri embodies the strength of rural communities and our commitment to help neighbors in times of need.

This was one of the largest fires in recent history in Boonville, and we were fortunate to have a total of 10 local departments and emergency services assisting us, totaling over 100 personnel on site, working well into the early morning hours. All the departments brought engines and tankers and I am sure this support allowed us to contain and control the fire more quickly.

Throughout the year, local fire departments depend on each other for assistance. Whether it's a flood, fire, traffic accident, or training, we depend on each other. The ability of the City of Boonville's fire department to provide quality service to our community depends on community support, volunteer fire fighters and the mutual aid system.

From all of us in Boonville, THANK YOU!

Sincerely,

A handwritten signature in blue ink that reads "Kate Fjell". The signature is written in a cursive, flowing style.

Kate Fjell
City Administrator