



**City of Mexico, Missouri
City Council Meeting Agenda
City Hall – 300 N. Coal Street
Mexico, Missouri 65265
July 27, 2015
7:00 p.m.**

1. Call to Order

2. Roll Call

3. Approval of Minutes

A. July 13, 2015 – Regular Session

4. New Business – Resolution (Reading and Passage)

A. Bill No. 2015 – 42. A Resolution Accepting Warranty Deeds for Right-of-Way from John W. Folta and Howard Jeffries and Cynthia Jeffries. Reading and Passage.

5. New Business – Ordinances (Two Readings By Title Only and Passage)

A. Bill No. 2015 – 43. An Ordinance Authorizing the Execution of a Lease of a Parcel of Land at the Mexico Memorial Airport with Erich J. Brewer and Dawn M. Brewer d/b/a Brewer Farms for the Construction of a Privately – Owned Hangar. Two Readings By Title Only and Passage.

B. Bill No. 2015 – 44. An Ordinance of the City of Mexico, Missouri to Establish A Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials. Two Readings By Title Only and Passage.

C. Bill No. 2015 – 45. An Ordinance Changing the Name of Walnut Street, which runs South from Liberty Street to Holt Street, South from Bolivar Street to Seminary Street and fronts Garfield Park to Tyronn Lue Boulevard within the City of Mexico, Missouri. Two Readings By Title Only and Passage.

6. Other Business

A. Claims

7. Comments

A. Council

B. Public (*Please state name and address for the record and keep comments to a maximum of three minutes*).

8. Adjournment



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**CITY OF MEXICO, MISSOURI
CITY COUNCIL MEETING MINUTES
JULY 13, 2015**

The Council of the City of Mexico, Missouri met in regular session on July 13, 2015 at 7:00 p.m. in the Council Chambers of City Hall, with the following members present: Mayor Greg Miller; Chairman Pro Tem Chris Williams; Councilman Ron Loesch; Councilman Steve Nichols; Councilman Chris Miller. Also present were Bruce R. Slagle, City Manager; Russell Runge, Assistant City Manager/Economic Development; Susan Rockett, Department of Public Safety Director; Rita Jackson, Community Development Director; Kensey Russell, City Engineer/Public Works Director; and Chad Shoemaker, Parks & Recreation Director; Patrick Shaw, IT Specialist; Marcy LeCount, City Clerk; City Attorney Lou Leonatti, as well as members of the media and interested citizens.

The Meeting was called to order with Mayor Miller presiding.

APPROVAL OF MINUTES – JUNE 22, 2015 – WORK SESSION

Councilman Loesch moved for approval of the June 22, 2015 work session minutes as presented. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller. Nays, none. Abstaining, Nichols, Williams. The Minutes were approved as presented.

APPROVAL OF MINUTES – JUNE 22, 2015 – REGULAR SESSION

Councilman Loesch moved for approval of the June 22, 2015 regular session minutes as presented. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller. Nays, none. Abstaining, Nichols, Williams. The Minutes were approved as presented.

RESOLUTION (READING AND PASSAGE)

Bill No. 2015 – 40. A Resolution Authorizing the City Manager to Execute Amendment II to Sublease of Business Property with Home Depot U.S.A. Inc.

City Manager Slagle called upon Assistant City Manager Runge to provide the report.

Assistant City Manager Runge reported that Home Depot U.S.A., Inc currently subleases business property from the City. The current sublease will expire January 23, 2017. Staff has been contacted by Home Depot U.S.A., to extend the current sublease to September 30, 2017. The proposed extension will include the same monthly rental fee to \$13,000 and the building will continue to be used to operate as part of Home Depot's distribution facilities in Mexico, Missouri. Assistant City Manager Runge recommended Council proceed with reading and passage of Bill No. 2015 – 40.

City Manager Slagle provided additional information regarding the sublease extension.

Councilman Loesch moved for reading of Bill No. 2015 – 40. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none. Bill No. 2015 – 40 was read in its entirety by Councilman Loesch.

Councilman Loesch moved for passage of Bill No. 2015 – 40. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none. Bill No. 2015 – 40 was passed as Resolution No. 3735.

ORDINANCE (TWO READINGS BY TITLE ONLY)

Bill No. 2015 – 41. An Ordinance Approving the Final Plat of Platte Street Subdivision to the City of Mexico, Missouri.

City Manager Slagle called upon Director Jackson to provide the report.

Director Jackson reported that a request for Final Approval of Platte Street Subdivision was submitted by Larry R. and Kathleen E. Lewis, Travis and Shelly Cason, Wayne and Molly Maxwell Shellabarger, Ronald R. and Diana Elizabeth Miller, Mark J. and Melissa L. Winterbower, Shirley J. Raps, Sonja L. (Garnett) Walker and Rick Walker, Kevin Neal and Reba Gentry, and Arthur E. and Betty J. Kleinsorge. Director Jackson stated that Platte Street Subdivision is a plat of correction. Through the years, the properties along Platte Street have been sold by metes and bounds. Aside from Winterbower Subdivision which final approval was granted by the City Council at the June 23, 2014 meeting, no other subdivision exists along Platte Street. The tract of land is bounded by Pollock Road to the North, Kansas City Southern Railroad to the South, undeveloped land to the West and Corporate Limits to the East. The creation of this subdivision will dedicate a street right of way for the existing paved street, eliminate gaps and overlaps in deeds and clarify by the use of lot numbers what each property owner possess. Approval of the plat would accept the dedication of a 30' right of way for the existing street throughout its length. It also clears the title for a number of the properties. The title insurance company has reviewed and supports this solution to the deed problems. Final Approval was given to the plat on July 7, 2015 by the Planning and Zoning Commission. A copy of the minutes from that meeting is attached. Director Jackson recommended Council proceed with two readings by title only and passage of Bill No. 2015 – 41, which had been posted the required time.

Director Jackson stated that Don Bormann, Registered Land Surveyor was available to answer any questions. Council Members held discussion with Bormann regarding access to Lots 5 & 6. Bormann provided additional information and answered Council's questions.

Chairman Pro Tem Williams moved for first reading by title only of Bill No. 2015 – 41. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none. First reading by title only of Bill No. 2015 – 41 was read by Chairman Pro Tem Williams.

Chairman Pro Tem Williams moved for second reading by title only of Bill No. 2015 – 41. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none. Second reading by title only of Bill No. 2015 – 41 was read by Chairman Pro Tem Williams.

Chairman Pro Tem Williams moved for passage of Bill No. 2015 – 41. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote

on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none. Bill No. 2015 – 41 was passed as Ordinance No. 4328.

OTHER BUSINESS

Staff Report – Purchase of Materials for Huntingfield Bridge Replacement.

City Manager Slagle called upon Director Russell to provide the report.

Director Russell reported that the City entered into a partnership with Audrain County for the construction of the Huntingfield Bridge replacement. The agreement calls for the City to purchase the materials for the bridge and the County to supply labor and equipment to construct the bridge. In addition, the County Engineer designed the work and prepared the specification packages for advertising and bidding the materials. Bids were publicly opened July 7, 2015, at the County Commission Office in the courthouse, with the material bids being awarded to: Viebrock Sales & Service LLC of Sedalia, Missouri Double - Tree Concrete Girders \$33,710.50; Audrain County Concrete of Washington, Missouri - Ready Mix Concrete (\$99.50/c.y.) \$2,487.50; Rebarco, Inc of Moberly, Missouri - Reinforcing Steel \$7,555.00; and Silver Eagle Construction Products of O'Fallon, Missouri - Guard Rail and Posts \$13,068.70. Bids were also received from Oden Enterprises, Inc, concrete girders; Tully Steel and Supplies, steel; and Viebrock Sales & Service LLC, guard rail. Director Russell stated that the City will reimburse the County for piling used from the County's inventory. Rock and asphalt will be purchased from the City's annual bid contract out of the bridge replacement fund. The 2014 – 2015 budget allows \$135,000 for the bridge replacement. The cost of materials is expected to be about \$80,000 and labor and equipment costs are estimated to bring the total bridge cost between \$120,000 and \$130,000. Director Russell recommended Council authorize the purchase of materials for the Huntingfield Bridge Replacement Project.

Councilman Miller moved to approve the purchase of supplies for the Huntingfield Bridge replacement from Viebrock Sales & Service LLC of Sedalia, Missouri Double - Tree Concrete Girders \$33,710.50; Audrain County Concrete of Washington, Missouri - Ready Mix Concrete (\$99.50/c.y.) \$2,487.50; Rebarco, Inc of Moberly, Missouri - Reinforcing Steel \$7,555.00; and Silver Eagle Construction. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Appointments to Various Boards and Commissions

Mayor Miller called upon City Manager Slagle to provide the report.

City Manager Slagle stated that there were openings on the Land Clearance for Redevelopment Authority, Mexico Audrain Library Board, and the Planning & Zoning Commission which need to be appointed by Council and the Mexico Housing Authority, which needs to be appointed by the Mayor. Advertisements were placed asking that interested citizens submit applications.

Land Clearance for Redevelopment Authority Lana Baclesse's term expired May 2015 and she has expressed an interest in reappointment. Staff has not received any applications expressing an interest in serving on this board.

Mexico Audrain County Library Board Laura Pitts has resigned her position on this board, which would expire July 2016. Bob Fenlon's term on this board will expire July 2015 and Mr. Fenlon has expressed an interest in reappointment. Staff has received applications from Kathy Craghead and Christine Harper expressing an interest in serving on this board.

Planning & Zoning Commission Craig Kimbel, Kyle Cone and Ralph Mika's terms expire July 2015. Mr. Kimbel and Ms. Cone have each expressed an interest in reappointment. Mr. Mika stated he will accept reappointment if no other person is interested or expresses an interest in appointment. Staff has not received any applications expressing an interest in serving on this board.

Mexico Housing Authority Board Rita Jackson's term expired June 2015 and she has expressed an interest in reappointment. Staff has received applications from Christine Miller and Dee Ragsdale expressing an interest in serving on this board. (Mayor Appointment)

Staff requests that Council make the necessary appointments to the Land Clearance for Redevelopment Authority, Mexico Audrain County Library Board and Planning & Zoning Commission and concur with the Mayor's appointment to the Mexico Housing Authority Board.

Councilman Loesch moved to reappoint Lana Baclesse to serve on the Land Clearance for Redevelopment Authority for a four year term expiring May 2019. Councilman Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Councilman Miller moved to reappoint Bob Fenlon to serve on the Mexico Audrain County Library Board for a three year term expiring May 2018. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Councilman Miller moved to appoint Cathy Craghead to serve on the Mexico Audrain County Library Board for an unexpired three year term expiring May 2016. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Councilman Nichols moved to reappoint Craig Kimbel, Ralph Mika and Kyle Cone to serve on the Planning & Zoning Commission for a three year term expiring May 2018. Mayor Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Mayor Miller moved to reappoint Rita Jackson to serve on the Mexico Housing Authority Board for a four year term expiring May 2019. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

Claims

The list of claims was presented for approval.

Councilman Miller moved for approval of the list of claims as presented. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

The list of claims was approved.

COUNCIL COMMENTS

Councilman Loesch commented on dead trees in the park system and the City’s continued monitoring and removal of those trees in the park.

City Manager Slagle reported that a Special Budget Work Session will need to be scheduled and that Staff is looking at the first week of August (August 3-5). City Manager Slagle asked Council Members to check their calendars for those dates and give their date selection.

Mayor Miller asked Director Shoemaker to report on the brush yard. Director Shoemaker reported on the condition, hours and removal of material from the site.

Mayor Miller asked Director Russell to report on the Morris Street project. Director Russell stated that documents had been sent to MoDOT for review and Staff is waiting for approval.

PUBLIC COMMENTS

Dr. Steve Taylor, Mexico, Missouri, representing Smoke Free Mexico, reported on smoking and its effect in the Mexico community.

Randy Ownings, 1918 Providence, reported on a recent sewer backup in his house and provided a history of sewer backups into his basement over a number of years.

David Carter, 1909 Providence, reported on a recent sewer backup in his basement and that it has occurred several times in the past.

City Manager Slagle provided information on recent improvements of the sewer system and that Staff has been investigating the recent report from Owings. City Manager Slagle stated that nothing has been found in the area that would indicate breakage. City Manager Slagle provided information regarding inspections on the private side to see if there are any violations that could contribute to infiltration. Director Russell commented on an area in the Ringo Street, but wasn’t sure if this breakage would have an influence on the backups on Providence.

Discussion was held by Council Members, Directors and property owners regarding sewer backups in their homes. Discussion was held regarding smoke testing in the community and results from that testing.

ADJOURNMENT

Mayor Miller moved to close the open session. The motion was seconded by Councilman Nichols. The Chair called for a vote and motion carried with the vote as follows: C. Miller, Loesch, G. Miller, Nichols, Williams. Nays, none.

The City Council Regular Session Meeting was adjourned.

MAYOR

CITY CLERK

APPROVED BY COUNCIL JULY 27, 2015

CITY OF MEXICO, MISSOURI
OFFICE OF PUBLIC WORKS DIRECTOR/CITY ENGINEER

Agenda: July 27, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Accepting Warranty Deeds for a Right-of-Way from John W. Folta and Howard Jeffries and Cynthia Jeffries

Dear City Council Members:

During the city's annual concrete construction of ADA ramps, it was discovered that two right-of-ways were not large enough to fit ramps and sidewalks. City Staff has acquired the right-of-ways for the additional square footage from John Folta conveying 130.5 square feet and Howard Jeffries and Cynthia Jeffries conveying 75 square feet for this project.

The deeds will be recorded upon Council's accepting the right-of-ways from Folta and Jeffries. City Crews will construct the ramps that were deducted from the concrete contract at the intersection of Agriculture and Monroe,

Staff recommends that Council proceed with reading and passage of the attached Resolution accepting the right-of-way Warranty Deeds from John Folta and Howard Jeffries and Cynthia Jeffries.

Respectfully submitted,

J. Kensey Russell, PE.LS.
Public Works Director/City Engineer

JKR
Attachments

Reviewed by: Bruce R. Slagle, City Manager

**A RESOLUTION ACCEPTING WARRANTY DEEDS FOR A RIGHT-OF-WAY FROM
JOHN W. FOLTA AND HOWARD JEFFRIES AND CYNTHIA JEFFRIES**

WHEREAS, there is a need to acquire additional square footage to construct ADA ramps at the intersection of Agriculture and Monroe Streets; and

WHEREAS, Warranty Deeds have been executed by John Folta and Howard Jeffries and Cynthia Jeffries for the additional footage needed for the ADA improvements.

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

Section 1. The City Council hereby accepts the Warranty Deeds for Right-of-Way from John W. Folta and Howard Jeffries and Cynthia Jeffries.

Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 27TH DAY OF JULY 2015

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF ASSISTANT CITY MANAGER/ECONOMIC DEVELOPMENT

Agenda: July 27, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Authorizing the Execution of a Lease of a Parcel of Land at the Mexico Memorial Airport with Erich J. and Dawn M. Brewer d/b/a Brewer Farms for the Construction of a Privately – Owned Hangar

Dear City Council Members:

Erich J. and Dawn M. Brewer d/b/a Brewer Farms have submitted a proposal to construct a hangar building at the Mexico Memorial Airport for his personal use. Erich Brewer and Dawn Brewer would construct a hangar at no cost to the City on a parcel of land which the City would lease for an initial twenty (20) year period with the proposed lease being re-evaluated every five (5) years thereafter.

The lease would restrict the use of the building to aircraft storage and general aviation related purposes. The Lessee will pay the City the sum of \$100 per month during the term of the lease and a mandatory lease rent cost review every 5th year for the duration of the lease. The Lessee will be responsible for constructing any ramp necessary to provide access from the hangar to the airport taxi-way, apron and runway.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance. The Ordinance has been posted the required length of time.

Respectfully submitted,

Russell Runge
Assistant City Manager/Economic Development

RR
Attachment

Reviewed by: _____
Bruce R. Slagle, City Manager

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE OF A PARCEL OF LAND AT THE MEXICO MEMORIAL AIRPORT WITH ERICH J. BREWER AND DAWN M. BREWER D/B/A BREWER FARMS FOR THE CONSTRUCTION OF A PRIVATELY – OWNED HANGAR

WHEREAS, Erich J. Brewer and Dawn M. Brewer, desire to construct a hangar building on a parcel of land at the Mexico Memorial Airport; and

WHEREAS, the City of Mexico desires to lease a parcel of land to Erich J. Brewer and Dawn M. Brewer d/b/a Brewer Farms to facilitate the construction of the hangar building.

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

- Section 1. The City Manager of the City of Mexico, Missouri is hereby authorized to execute a lease agreement for a parcel of land at the Mexico Memorial Airport attached as “Exhibit A”.
- Section 2. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 27TH DAY OF JULY 2015

MAYOR

ATTEST:

CITY CLERK

LEASE

THIS LEASE is made and entered into this ____ day of _____, 2015 by and between the City of Mexico, Missouri, and a municipal corporation, hereinafter called the "Lessor" and Erich J. and Dawn M. Brewer d/b/a Brewer Farms hereinafter called "Lessee.

WITNESSETH:

The Lessor hereby leases to the Lessee the following real estate located in the City of Mexico, Audrain County, Missouri, which is more particularly described as follows:

A tract of land being a part of the Southeast Quarter of the Northeast Quarter of Section 32, Township 51 North, Range 8 West of the Fifth Principle Meridian, in the City of Mexico, County of Audrain, Missouri, being more particularly described as follows:

Commence at a point which is South 1° 39' 37" West, 2701.08 feet and South 88° 20' 23" E, 35.00 feet from the intersection of U.S. Highway 54 and State Route JJ , said intersection being the Northwest corner of the Northeast Quarter of Section 32 according to survey No 4397 of the Audrain County Surveyor's records; thence running North 88° 01' 43" East 1486.59 feet to an iron pin; thence North 65° 19' 21" East 451.78 feet to an iron pin on the southeast corner of a tract owned by Zenith Corporation; thence North 1° 19' 39" East 297.95 feet to the northeast corner of Parcel "C" as shown on a survey for the City of Mexico executed by Boniface Boyer. LS-877, June 3, 1985; thence North 1° 17' 15" East 630.40 feet; thence South 88° 44' 33" East 106.00 feet to the point of beginning:

Thence South 88° 44' 33" East 100.00 feet; thence N 1° 15' 27" East, 97.00 feet; thence North 88° 44' 33" West, 100.00 feet, thence South 1° 15' 27" West 97.00 feet, to the point of beginning , being 9700 square feet. Bearings herein are referenced to Grid North of NAD 83 Missouri Central Zone.

An easement not exceeding 15 feet in width surrounding the above described tract is implied for the construction and maintenance of improvements by the Lessee thereon.

This tract is subject to all existing easements, covenants and rights-of-way.

1. Lessee shall lease the premises for an initial term of twenty (20) years from and after the date of this lease agreement and the Lease Agreement may be renewed for additional five (5) year terms.

2. Lessee shall pay to the Lessor on a monthly basis by the 5th business day of each month at City Hall in the City of Mexico, MO. The sum of one hundred dollars (\$100.00) per month for said lease. It is further understood and agreed by and between the Lessor and the Lessee that time is of essence in this contract and the Lessee shall promptly pay the rental payments. Lessee's failure to make timely rental payments will be grounds to declare a default. It is further understood and agreed that there shall be a mandatory lease rent cost review every 5th year, for the duration of the lease for possible rent adjustment based on inflation factors and airport improvements. The rent may not increase more than 10% for any renewal period.

3. If the Lessee shall violate any of the restrictions or covenants contained in this lease or shall fail to keep any of the covenants after written notice to cease such violation and shall fail to correct the violation within thirty (30) days, the Lessor may, if it so elects terminate said lease and take possession of the real estate and remove the lessee from the premises.

4. The Lessee shall have the right to erect, maintain and alter a building on said premises providing such building conforms to the Building Code requirements of the City of Mexico, now or hereafter in effect. All plans and exterior color scheme for such building shall be reviewed and approved by the City of Mexico. Title to the building erected by the Lessee shall remain with the Lessee. The dimensions of the building to be erected shall be 67'x70', the building height shall not exceed 26 feet and shall be placed on the tract of land officially marked and approved by the Lessor as described above.

5. The building located on the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or modify or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building located on the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon thirty (30) day notice to Lessee that such lease will be terminated unless requested repairs are made or the improper use of building has been corrected.

6. In the event of fire or any other casualty, the owner of such structure so affected shall repair, or replace the building to its original condition. Such action must be accomplished within 120 days of the date the damage occurred. Upon request by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

7. The Lessee shall keep the building and other improvements upon the premises insured against loss or damage by fire and all other perils or hazards for their full insurable value, and a copy of the said policy is to be filed with the Lessor and kept in full force and effect at all times during the term of this lease.

8. It is understood that the Lessee will be responsible for maintaining and constructing any ramp necessary to provide access from the hangar to the airport taxiway, apron and runway. For the aircraft located in the hangar on the real estate which is the subject of this lease, the Lessee shall have the right of ingress and egress onto the adjacent taxiway/apron which provides access to the airport facilities.

9. Lessee shall be responsible for the cost of extension and maintaining all utilities to the hangar. The Lessee shall at a minimum install a 100 amp electrical service into the building.

10. The Lessee shall not allow the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being

expressly agreed that the Lessee shall have no authority express or implied; to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

11. The Lessee shall not assign this lease or sublease the building; except with the Lessor's written consent, such consent shall not be unreasonably withheld if the assignee proposed use of the hangar/building is for the purposes set forth in this Lease Agreement..

12. Lessee agrees during the term of this lease, not to interfere with the normal operations of the airport. FAA form 7460-1 must be submitted and approved by FAA showing that the building will not be a hazard for aviation prior to construction commencing.

13. Lessee agrees that said hangar will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are to be provided to the general public, unless a business license is acquired and appropriate commercial liability insurance is obtained, the amount and type of insurance must be approved by the Lessor. The business must be wholly aviation related. The term "Aviation related" shall be determined in the sole discretion of the City of Mexico, Missouri.

14. It is agreed that the Lessor and its agents and servants at all reasonable times, shall have the right to enter upon the premises leased to view the condition of the premises and the building.

15. It is agreed and understood that the Lessee shall maintain liability insurance covering the entire premises herein leased any buildings thereon in an amount of not less than \$1,000,000.00 for any one accident; \$100,000.00 for any one person; and \$100,000.00 property damage. The City will be named as an additional insured and the insurance will remain in force through the term of the lease. Lessee shall provide the City with an up to date copy of the insurance annually at the time of payment.

16. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, or claims of any character brought for or on

account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

17. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease. If the hangar building is damaged as a result of the negligence or willful misconduct of the City, its officers, employees or agents, the City will be responsible for the repair of the hangar building.

18. The Lessee agrees to remove any building on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

19. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

20. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

21. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Government shall be suspended.

22. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

23. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

24. If at any time the Lessee shall desire to sell the hangar building the Lessee shall acquire an appraisal from a mutual agreeable licensed appraiser. The hangar building shall first be offered to City of Mexico for purchase at a price no greater than its appraised value. If the City shall decline to purchase then the Lessee may sell to any other third party subject to the terms of the Lease Agreement in effect at the time of the sale governing the use of the real estate on which the hangar is located.

25. During the term of this lease, the Lessee shall not store, discharge, spill or release onto, in or under the lease property any hazardous substance in violation of any applicable State, local, or Federal law, rule or regulation governing the storage, release, discharge, presence, clean up and handling of hazardous substances. The Lessee agrees to properly remove or clean up any such discharge or spill of any hazardous substance occurring on the leased property. The term "hazardous substance" shall mean such substances, materials, waste, petroleum products or compounds defined as being a hazardous substance in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, or the Resource Conservation and Recovery Act of 1976 as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal amendments of 1980 in the Hazardous Solid Waste Amendments of 1984 or any other applicable environmental law. The Lessee agrees to indemnify and hold the Lessor harmless of any liability, demand, action, claim, loss, cost, penalty, fine, clean up expense or other expense of any kind or character including, but not limited to, reasonable attorney's fees of the Lessor arising out of any breach or violation of the Lessee's Agreement, covenants or representations set forth in this paragraph.

26. This agreement shall be construed within the laws of the State of Missouri. Any notice required to be given hereunder or payments may be given by personal service or by mail addressed to the parties listed as follows:

Lessor: City Manager
City of Mexico
300 North Coal
Mexico, Missouri 65265

Lessee(s): Brewer Farms
Erich J. and Dawn M. Brewer
14261 Cobble Hill Court
Chesterfield, MO 63017

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

CITY OF MEXICO, MISSOURI
A Municipal Corporation

BY:

Bruce R. Slagle, City Manager

ATTEST:

Marcy LeCount, City Clerk

(City Seal)

LESSEE(s):

BY: _____
Erich J. Brewer d/b/a Brewer Farms

Dawn M. Brewer d/b/a Brewer Farms

CITY OF MEXICO, MISSOURI
OFFICE OF CITY MANAGER

Agenda: July 27, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance of the City of Mexico, Missouri to Establish A Procedure to
Disclose Potential Conflicts of Interest and Substantial Interests for
Certain Municipal Officials

Dear City Council Members:

In accordance with the provisions of S.B. 262, each political subdivision with an annual operating budget in excess of one million dollars must file personal financial interest statements or devise a code of ethics.

This Ordinance establishes a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance. The Ordinance has been posted the required length of time.

Respectfully submitted,

Bruce R. Slagle
City Manager

Attachment

**AN ORDINANCE OF THE CITY OF MEXICO, MISSOURI, TO ESTABLISH A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS**

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

Section 1. **Declaration of Policy.** The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. **Conflicts of Interest.** The Mayor or any member of the City Council, who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

Section 3. **Disclosure Reports.** Each elected official, the City Manager and the Chief Purchasing Officer shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The City Manager and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:

(1) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

(2) The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

(3) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. **Filing of Reports.** The reports shall be filed with the City Clerk and with the Missouri Ethics Commission prior to January 1, 2016. The reports shall be available for public inspection and copying during normal business hours.

Section 5. **When Filed.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report

additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 6. **Filing of Ordinance.** The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission, P. O. Box 1370, Jefferson City, Missouri 65102, within ten days of its adoption.

Section 7. **Effective Date.** This Ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

PASSED THIS 27TH DAY OF JULY 2015

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
DEPARTMENT OF COMMUNITY DEVELOPMENT

Agenda: July 27, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Renaming Walnut Street to
Tyronn Lue Boulevard

Dear City Council Members:

At the June 8, 2015 City Council meeting, City Council heard a presentation request from Dan Erdel to rename Walnut Street to Tyronn Lue Street. Walnut Street runs south from Liberty Street to Holt Street, south from Bolivar Street to Seminary Street and fronts Garfield Park.

Sec. 13-2 of the Mexico City Code requires that a resolution be passed by City Council to declare the proposed name change and thereafter an advertisement be published in the Mexico Ledger for one week. If within four weeks after publication, a majority of the resident property owners along Walnut Street do not file objection, then City Council by Ordinance shall change the name of the street.

There are a total of four resident property owners on Walnut Street south from Bolivar Street to Seminary Street and they are the Mexico Housing Authority (five duplexes), Second Missionary Baptist Church (parsonage), Bank of America (foreclosure) and Kendra West (vacant lot). Walnut Street south from Liberty Street to Holt Street has no resident property owners. All resident property owners along Walnut Street were notified in writing of this proposed name change.

At the June 22, 2015 City Council meeting, City Council passed a Resolution to declare the proposed name change. The Resolution was published in the Mexico Ledger for one week. City Staff has received no objection from the resident property owners along Walnut Street.

Staff recommends that Council proceed with two readings, by title only, and passage of the attached Ordinance.

Sincerely,

Rita Jackson
Community Development Director

Attachment

Reviewed by: Bruce R. Slagle, City Manager 

AN ORDINANCE CHANGING THE NAME OF WALNUT STREET WHICH RUNS SOUTH FROM LIBERTY STREET TO HOLT STREET, SOUTH FROM BOLIVAR STREET TO SEMINARY STREET AND FRONTS GARFIELD PARK TO TYRONN LUE BOULEVARD WITHIN THE CITY OF MEXICO, MISSOURI.

WHEREAS, the City Council has recommended the renaming of Walnut Street to be Tyronn Lue Boulevard; and

WHEREAS, the City Council has deemed such renaming to be necessary and proper.

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

- Section 1. The Council, by Resolution Number 3733, having declared its intention to change the name of a street as set forth in the title of this Ordinance, and said Resolution having been published, in accordance with law, the Council now finds that no resident property owners have protested such proposed name change by filing written protests with the City Clerk as provided in said Resolution as published.
- Section 2. The name of the following street is hereby changed: Walnut Street which runs south from Liberty Street to Holt Street, south from Bolivar Street to Seminary Street and fronts Garfield Park to Tyronn Lue Boulevard.
- Section 3. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 27TH DAY OF JULY 2015

MAYOR

ATTEST:

City Clerk