



City Of
BOONVILLE

City of Boonville

September 2, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

**PUBLIC HEARING PURSUANT TO CHAPTER 353 PROPOSED DEVELOPMENT PLAN FOR 2ND AND VINE
STREET**

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. Whitney Venable

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. August 18 council minutes

V. Consent Items

A. Consider Pay App. No. 7 in the amount of **\$68,745.16** to GBH Builders, Inc. for Johnson Field House Improvements

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

A. Second Reading of Bill No. 2025-018 Amending Chapter 21 Solid Waste Disposal

B. Second Reading of Bill No. 2025-019 Amending the Personnel Manual Effective October 1, 2025

C. Second Reading of Bill No. 2025-020 Approving a Final Site Plan for Ballparks Central

VIII. New Business

A. First Reading of Bill No. 2025-021 Ordinance Approving 353 Plan and Development Agreement for 2nd and Vine Development

B. Witchy Weekend Street Closure

IX. Reports of Standing Committees

X. Reports of City Officials

- A.** Mayor
- B.** City Administrator
- C.** City Clerk
- D.** City Attorney
- E.** Economic Developer

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.



BOONVILLE

City of Boonville

August 18, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

AMENDED 8.15.25

Tax Levy Public Hearing at 7:00 p.m.

I. Call to order – Pledge and Prayer

A. Barry Elbert

The Boonville City Council met in Regular Session on August 18, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present: Joe Pangburn, Sergeant at Arms; Kate Fjell, City Administrator; Ned Beach, Mayor; Amber Davis, City Clerk; and Brad Wooldridge, City Counselor. The meeting was called to order. Barry Elbert led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Tanner Bechtel, Steve Young, Susan Meadows, Andrew Cowherd, and Sy Harvell.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. August 4 Council Minutes

The minutes stand as submitted

V. Consent Items

- A. Consider Pay App No. 6 in the amount of 128,946.00 to Spectrum Environmental, LLC for Asbestos and Lead Abatement at A and D Barracks at FT Kemper Park.**

Mr. Davis moved, and Mr. Venable seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

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. Venable moved, and Mr. Cowherd seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

VII. Unfinished Business

A. Second Reading of Bill No. 2025-017 Establishing the Tax Levy for FY 2025-2026

Mr. Venable moved, and Mr. Davis seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

VIII. New Business

A. First Reading of Bill No. 2025-018 Amending Chapter 21 Solid Waste Disposal

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

B. First Reading of Bill No. 2025-019 Amending the Personnel Manual Effective October 1, 2025

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

C. First Reading of Bill No. 2025-020 Approving a Final Site Plan for Ballparks Central

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

IX. Reports of Standing Committees

A. Boonville Housing Authority

Minutes are in the packet

B. Planning and Zoning Commission (Sy Harvell)

Minutes are in the packet

X. Reports of City Officials

A. City Administrator

Ms. Fjell gave a brief update on the bank bids that were received. The council requested that a representative for each bank speak at the next council meeting.

Alliance Water has a clarifier that needs to be repaired, and Council needs to approve the

repair.

Mr. Bechtel moved, and Mr. Davis seconded the motion to approve the repair. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

- Council Memo

B. Mayor

None

C. City Clerk

None

D. City Attorney

Mr. Wooldridge explained the Ordinance, which is on for a first reading, Amending Solid Waste Disposal.

XI. Miscellaneous

None

XII. Adjourn

A. Public Works Monthly Report July 2025

B. Waste Water Treatment Plant Clarifier #2 Lower Drive Repair

PORTER, BERENDZEN & ASSOCIATES, P.C.



A R C H I T E C T U R E

200 SOUTH HENRY CLAY BLVD.

P.O. BOX 446

ASHLAND, MO 65010

(573) 657-2022

E-MAIL: jay@pba-architecture.com

August 15, 2025

Kate Fjell – City Administrator
City of Boonville
401 Main Street
Boonville, Missouri 65233
660-882-2332

Re: Remodeling at Boonslick Heartland YMCA - General Contractor Pay Application No. 7

We have reviewed the AIA Document G702 - Application for Payment No. 07 from GBH Builders. We have reviewed the amount requested and believe it to be appropriate.

We have also received payroll reports and Lien Waivers, see attached. We will include this information with each Pay Application. We will also compile all paperwork for you to be presented at the completion of the project.

Change Order #1 has been issued and executed. We will generate a Change Order #2 to capture all remaining approved proposals to date. This will be issued prior to the next pay request and will be reflected on Pay Application #8.

Please review the Pay Application. Please pay the 'Amount Certified' on page 1 of the Application. Please make payment directly to the contractor.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Jay D. Berendzen, AIA - PORTER, BERENDZEN & ASSOCIATES, P.C.

AIA Document G702 - 1992

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Boonville
401 Main Street
Boonville MO 65233

PROJECT: Boonslick YMCA
401 Main Street
Boonville MO 65233

APPLICATION NO: 7

PERIOD TO: 08/12/2025

CONTRACT DATE:

PROJECT NOS:

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FROM

CONTRACTOR: GBH Builders, Inc.
PO Box 945
Jefferson City MO 65102

VIA ARCHITECT:

APPROVED

By Jay D. Berendzen - August 15, 2025

CONTRACT FOR: 1327 - Boonslick YMCA

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM..... **\$1,007,000.00**
2. NET CHANGES IN THE WORK..... **\$19,808.60**
3. CONTRACT SUM TO DATE (Line 1 + 2) **\$1,026,808.60**
4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703) **\$794,496.53**
5. RETAINAGE:
 - a. 0.00 % of Completed Work
(Column D+E on G703)
 - b. 0.00 % of Stored Material
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I on G703) **\$38,734.44**
6. TOTAL EARNED LESS RETAINAGE..... **\$755,762.09**
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... **\$687,016.93**
(Line 6 From Prior Certificate)
8. CURRENT PAYMENT DUE..... **\$68,745.16**
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) **\$271,046.51**

SUMMARY OF CHANGE IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTALS		
NET CHANGES IN THE WORK		19,808.60

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

CONTRACTOR: GBH Builders, Inc.

By: 

State of: Missouri

County of: Cole

Subscribed and sworn to before
me on 08/14/2025

Notary Public: 

My commission expires: 07/01/2028

Date: 8/12/25

Chad Nierman
Notary Public-Notary Seal
Commissioned for Cole County
My Commission expires 7/1/2028
Commission # 24870626

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ **\$68,745.16**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: 

Date: 08-15-2025

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to all rights of the Owner or Contractor under this Contract.

AIA Document G703 - 1992

CONTINUATION SHEET

AIA Document, G702-1992, Application and Certification for Payment, or G736-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached.
In tabulations below, amounts are in US dollars nearest dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 08/12/2025

PERIOD TO: 08/12/2025

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
1	General Conditions	12,401.31	10,076.31			10,076.31	81	2,325.00	503.82
2	Bond	10,056.00	10,056.00			10,056.00	100		502.80
3	Contingency Allowance	25,000.00	13,482.00			13,482.00	54	11,518.00	674.10
4	Supervision	68,597.90	49,612.90	4,400.00		54,012.90	79	14,585.00	2,700.65
5	Demolition-Labor	46,110.00	46,110.00			46,110.00	100		2,305.50
6	Demolition-Material	6,625.00	6,625.00			6,625.00	100		331.25
7	Masonry	6,254.00	6,254.00			6,254.00	100		312.70
8	Carpentry-Labor	39,766.96	31,381.16	2,030.00		33,411.16	84	6,355.80	1,670.56
9	Carpentry-Misc Material	9,275.00	2,500.00	1,000.00		3,500.00	38	5,775.00	175.00
10	Casework	17,097.80	11,680.36			11,680.36	68	5,417.44	584.02
11	Casework Install	6,890.00						6,890.00	
12	Countertops	19,239.00	8,787.00			8,787.00	46	10,452.00	439.35
13	Joint Sealants	530.00	530.00			530.00	100		26.50
14	HM Frames/Door/Hardware	41,340.00	41,340.00			41,340.00	100		2,067.00
15	HM Frames/Door/Hardware Install	8,480.00	7,480.00	1,000.00		8,480.00	100		424.00
16	Glass & Glazing	11,991.73						11,991.73	
17	Metal Frames/Insulation/Sheetrock	58,300.00	54,108.00			54,108.00	93	4,192.00	2,705.40
18	Tape/Finish	26,182.00	18,359.20	4,240.00		22,599.20	86	3,582.80	1,129.96
19	ACT & Suspended Ceilings	18,020.00	10,600.00	4,240.00		14,840.00	82	3,180.00	742.00
20	Plaster Repair	34,874.00						34,874.00	
21	LVT/Resinous Flooring/Base	46,102.58	26,653.70	18,070.00		44,723.70	97	1,378.88	2,236.19
22	Self-Leveler for Floors	34,322.80	28,390.00	5,932.80		34,322.80	100		1,716.14

AIA Document G703 - 1992

CONTINUATION SHEET

AIA Document, G702-1992, Application and Certification for Payment, or G736-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached.
In tabulations below, amounts are in US dollars nearest dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 08/12/2025

PERIOD TO: 08/12/2025

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
23	PVC Wall Tile	10,071.06	10,071.06			10,071.06	100		503.55
24	Interior Painting	62,707.48	35,111.80			35,111.80	56	27,595.68	1,755.59
25	Signage	1,240.20						1,240.20	
26	Toilet Compartments	8,360.22						8,360.22	
27	Toilet Accessories	9,294.08	9,294.08			9,294.08	100		464.70
28	Fire Extinguishers	685.82	685.82			685.82	100		34.29
29	Lockers	33,742.98	33,742.98			33,742.98	100		1,687.15
30	Locker Install	6,018.68						6,018.68	
31	Plumbing Mobilization/Submittals	10,600.00	10,600.00			10,600.00	100		530.00
32	Plumbing Demolition	8,480.00	8,480.00			8,480.00	100		424.00
33	Below Grade Plumbing	48,183.36	48,183.36			48,183.36	100		2,409.17
34	Above Grade Plumbing	62,152.04	55,912.00			55,912.00	90	6,240.04	2,795.60
35	Plumbing Fixtures	13,780.00	3,445.00			3,445.00	25	10,335.00	172.25
36	Plumbing Insulation	5,416.60	2,650.00			2,650.00	49	2,766.60	132.50
37	HVAC Rough-In	14,310.00	10,733.00			10,733.00	75	3,577.00	536.65
38	Mech Equipment	56,498.00	42,374.00			42,374.00	75	14,124.00	2,118.70
39	HVAC Devices and Start-up	17,702.00	13,277.00			13,277.00	75	4,425.00	663.85
40	HVAC-2nd Floor	1,590.00	1,590.00			1,590.00	100		79.50
41	Electrical Admin	2,120.00	2,120.00			2,120.00	100		106.00
42	Lighting Fixtures	10,600.00	10,600.00			10,600.00	100		530.00
43	Electrical Devices	3,180.00	2,120.00			2,120.00	67	1,060.00	106.00
44	Fire Alarm	5,512.00	3,180.00			3,180.00	58	2,332.00	159.00

AIA Document G703 - 1992

CONTINUATION SHEET

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In tabulations below, amounts are in US dollars nearest dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 08/12/2025

PERIOD TO: 08/12/2025

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
45	Electrical Labor and Misc Materials	67,299.40	34,980.00	10,600.00		45,580.00	68	21,719.40	2,279.00
46	CO #1	19,808.60		19,808.00		19,808.00	100	0.60	
	Totals:	1,026,808.60	723,175.73	71,320.80		794,496.53		232,312.07	38,734.44

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **September 2, 2025** the sum of **\$514,994.13**

General Fund	\$156,415.13
Sanitation	\$43,036.23
CIP Tax	\$40,934.83
Water Works	\$116,274.20
Capital Projects	\$0.00
Waste Water	\$80,585.38
Tourism	\$5,559.43
Gaming	\$31,196.00
Parks/Water	\$27,918.37
Kemper Sales Tax	\$13,074.56
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 **\$514,994.13** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **September 2, 2025** read for the second time this **September 2, 2025** since a copy was made available prior to the meeting.

Approved **September 2, 2025**

Mayor

Endorsed **September 2, 2025** : 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. 2025-018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 21 - WATERS, SEWERS, AND SOLID WASTE DISPOSAL; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The City of Boonville received notice of a recent services audit revealing a vast discrepancy in the number of residents receiving trash collection services and the number of residents being billed for such services; and

WHEREAS, Section 21-181(g) (Collection Fees) requires additional clarification and definition as to when collection fees for trash collection services is permitted.

WHEREAS, the authority and scope for the aforementioned clarification and definition are grounded in Missouri statutes which are then operationalized through the City General Codes of Ordinances, adopted professional standards of the International Code Council and National Electric Code and city services descriptions.

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

SECTION 1: Chapter 21, Section 21-181(g) (Collection Fees), is amended and approved as provided in “**Exhibit A**” is attached hereto and made a part hereof, is hereby approved.

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

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

FIRST READING: August 18, 2025

READ FOR THE SECOND TIME AND PASSED ON THIS 2nd DAY OF SEPTEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

President of the Council

APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

Sec. 21-181. Collection fees.

- (g) For purposes of this section, multi-family dwellings and trailer courts shall be charged on a residential basis for each separate, occupied unit receiving city services contained therein. Owners of multi-family dwellings and trailer courts shall notify the office of the city clerk, in writing, before February 1, each year of the total units owned or contained therein. Said owners may further notify the city clerk, on a month-to-month basis, of any vacancies which require cancellation of all city services occurring in one or more units, in which case the billing department shall be authorized to abate solid waste charges for all such unoccupied and non-serviced units. Provided, however, that abatement of solid waste charges for vacant and non-serviced units shall apply to the next succeeding billing cycle following the billing cycle in which notice of vacancy and cancellation of all city services is received and shall continue in effect during periods of continuous vacancy and non-service. Provided further, that abatement of solid waste charges shall be given on a pro-rata basis pursuant to the notice requirement above.

Sec. 21-181. Collection fees. (ORIGINAL)

- (g) For purposes of this section, multi-family dwellings and trailer courts shall be charged on a residential basis for each separate, occupied unit contained therein. Owners of multi-family dwellings and trailer courts shall notify the office of the city clerk, in writing, before February 1, each year of the total units owned or contained therein. Said owners may further notify the city clerk, on a month-to-month basis, of any vacancies occurring in one or more units, in which case the billing department shall be authorized to abate solid waste charges for all unoccupied units. Provided, however, that abatement of solid waste charges for vacant units shall apply to the next succeeding billing cycle following the billing cycle in which notice of vacancy is received and shall continue in effect during periods of continuous vacancy. Provided further, that abatement of solid waste charges shall not be given on a pro-rata basis, and shall be available only for periods of vacancy which cover an entire billing cycle.

Sec. 21-181. Collection fees. (PROPOSED UPDATE)

- (g) For purposes of this section, multi-family dwellings and trailer courts shall be charged on a residential basis for each separate, occupied unit receiving city services contained therein. Owners of multi-family dwellings and trailer courts shall notify the office of the city clerk, in writing, before February 1, each year of the total units owned or contained therein. Said owners may further notify the city clerk, on a month-to-month basis, of any vacancies which require cancellation of all city services occurring in one or more units, in which case the billing department shall be authorized to abate solid waste charges for all such unoccupied and non-serviced units. Provided, however, that abatement of solid waste charges for vacant and non-serviced units shall apply to the next succeeding billing cycle following the billing cycle in which notice of vacancy and cancellation of all city services is received and shall continue in effect during periods of continuous vacancy and non-service. Provided further, that abatement of solid waste charges shall not be given on a pro-rata basis pursuant to the notice requirement above. , and shall be available only for periods of vacancy which cover an entire billing cycle.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE BOONVILLE CODE OF GENERAL ORDINANCES SECTION 2-35; ADOPTING THE OCTOBER 1, 2025 CITY OF BOONVILLE PERSONNEL MANUAL; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Boonville Personnel Manual has been revised and updated based on the changing needs of the organization; and

WHEREAS, the changes to the Code herein set forth will further identify and clarify the policies that are currently in effect for the administration of the human resources 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 Section 2-25 of the Code of General Ordinances of the City of Boonville, be and is hereby amended as follows:

Sec. 2-35. - Personnel manual.

There is adopted by reference that publication known as the "City of Boonville Personnel Manual," as first drafted in 2002, updated in 2020, updated in April 2022, updated in December 2022, and lastly updated on October 1, 2025, a copy of which is attached to Ordinance No. _____.

(Ord. No. 2243, § 1, 12-20-76; Ord. No. 2508, § 1, 11-2-81; Ord. No. 2920, § 1, 4-17-89; Ord. No. 3132, § 1, 8-16-93; Ord. No. 3134, § 1, 9-7-93; Ord. No. 3414, § 1, 6-16-97; Ord. No. 4434, § 1, 03-20-2017; Ord. No. 4523, § 1, 12-16-2019; Ord. No. 4584 § 1, 03-21-2022; Ord. No. 4627 § 1, 12-19-2022; Ord. No. _____ § 1, ____-____-2025)

SECTION 2: The City of Boonville Personnel Manual, October 1, 2025 is hereby adopted and supersedes and replaces all previous versions of the City of Boonville Personnel Manual as adopted by previous Councils.

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

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: August 18, 2025

**READ FOR THE SECOND TIME AND PASSED ON THIS 2ND DAY OF SEPTEMBER 2025,
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC
INSPECTION PRIOR TO ITS FIRST AND SECOND READING.**

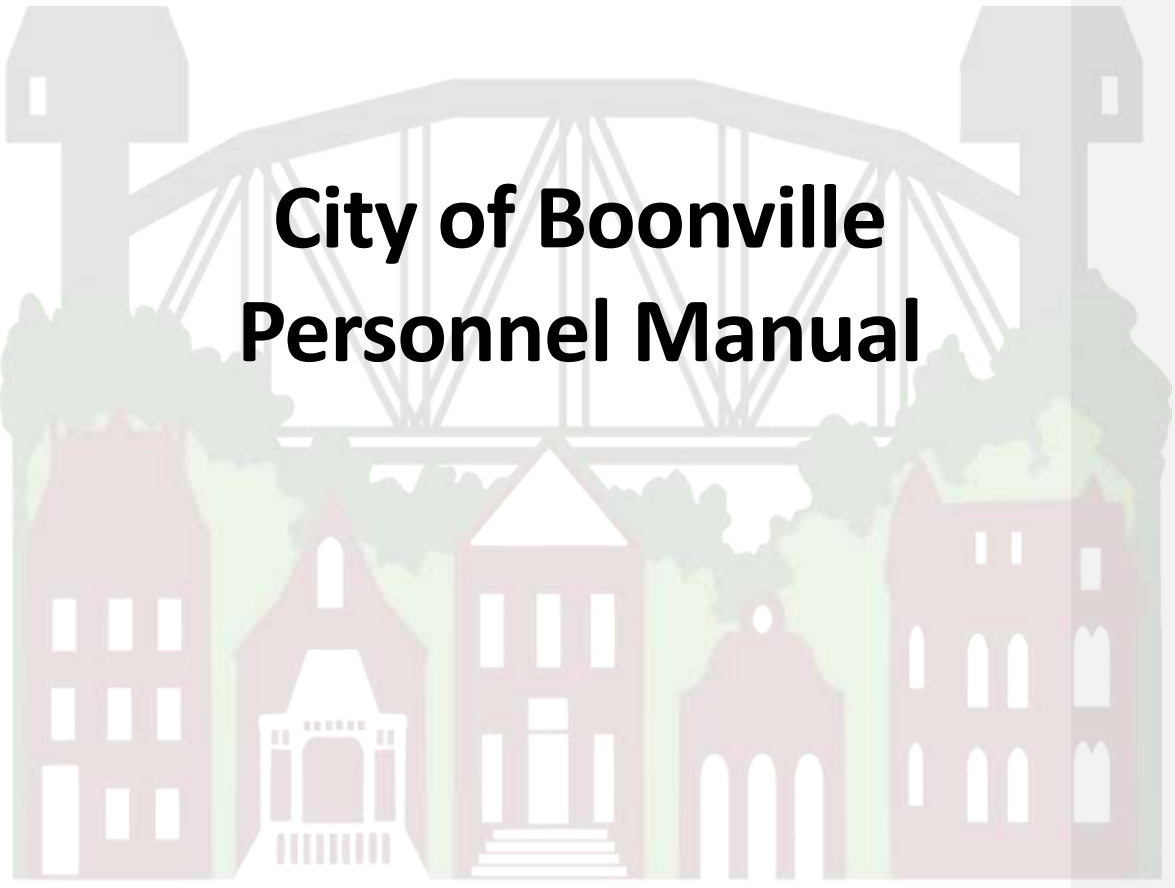
President of the Council

APPROVED THIS 2ND DAY OF SEPTEMBER 2025

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



City of Boonville Personnel Manual

— City Of — est. 1839
BOONVILLE

Last updated: ~~January 1, 2023~~ October 1, 2025

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Welcome

Welcome to service with the **City of Boonville**, Missouri. Boonville has long promoted itself as a great place to live, work, and play, and it has a wealth of historic and recreational attractions that bring visitors from all parts of the world. As important as our past as a City has been, the future is even more important and depends upon a talented, professional, and dedicated team of employees that are committed to the hard work necessary to keep Boonville moving forward and reaching for excellence.

Purpose of the Manual

The City Council and City Administrator are providing this Personnel Manual as a reference source for all employees, Department Heads, and supervisors in order to promote the uniform and consistent administration of City policies in individual departments.

The City Council, City Administrator, Department Heads, and all other management personnel will consult it when making human resources decisions to:

- 1) provide equal employment opportunity for applicants and personnel,
- 2) develop systems for recruiting, assigning, training, advancing, and evaluating personnel, and
- 3) communicate basic employment values which encourage outstanding public service to the citizens of Boonville.

The City Council and City Administrator will endeavor to exercise good judgment and sound discretion when this document does not address a particular problem or issue.

The City Council reserves the right to modify, revoke, suspend, cancel, or change any or all language found in this document, when unforeseen circumstances occur.

Employment at Will

Employment at **City of Boonville** is on an at-will basis unless otherwise stated in a written individual employment agreement.

This means that either the employee or the **City of Boonville** may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no **City of Boonville** representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **City of Boonville** employees have the right to engage in or refrain from such activities.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

City of Boonville provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

City of Boonville expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The **City of Boonville** will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the City Administrator.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, **City of Boonville** will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the municipality would result. Employees who may require a reasonable accommodation should contact the City Clerk.

Commitment to Diversity

City of Boonville is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the municipality and are valued for their skills, experience, and unique perspectives. This commitment is embodied in **City of Boonville** policy and the way we do business at **City of Boonville** and is an important principle of sound management of government.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is the **City of Boonville's** policy to provide a work environment free of sexual and other harassment. To that end, harassment of the **City of Boonville's** employees by or against management, supervisors, coworkers, or non-employees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. **City of Boonville** will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;

- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at **City of Boonville**.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested, and encouraged to make a complaint. You may complain directly to (1) your immediate supervisor, (2) your department head, (3) the City Clerk, (4) the City Administrator, or (5) any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality. To report sexual harassment in a city workplace or in the course and scope of your city employment or to ask questions regarding this anti-harassment policy, please call or write the City Administrator, at City Hall, 401 Main Street, Boonville, Missouri 65233. Phone: (660) 882-2332.

If the investigation confirms conduct contrary to this policy has occurred, **City of Boonville** will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

City of Boonville expects all employees to conduct themselves and **City of Boonville** government in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest, or an unethical practice is both a moral and a legal question. **City of Boonville** recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the **City of Boonville**.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with their department head or city counselor for advice and guidance on how to proceed.

Confidential Information

The protection of confidential information is vital to the interests and success of **City of Boonville**. Confidential information is any and all information disclosed to or known by you because of employment with the **City of Boonville** that is not generally known to people outside the **City of Boonville**. Such information may be considered closed records under the Missouri Sunshine Law.

An employee who improperly uses or discloses confidential information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

Media Inquiries/Public Comment Regarding City of Boonville

All requests for comment or for interviews concerning the **City of Boonville** by the press/radio/television or members of the public must be directed to the City Administrator or the Mayor. Police matters may be directed to the Chief of Police or his/her designee; Fire Department matters may be directed to the Fire Chief or his/her designee; Public Works matters may be directed to the Director of Public Works or his/her designee; and Parks and Recreation matters may be directed to the Parks Director or his/her designee. Employees are not authorized to speak in any official capacity about City business, and unofficial, anonymous or "off the record" remarks or dissemination of information gathered in the course of working for the City are prohibited.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employment Relationship

Hiring and Recruiting

The City Administrator acts as the Hiring Authority on behalf of the City Council for all positions, except Department Heads. When the City recruits for positions at the head of City departments, the City Administrator's role is to screen candidates, conduct interviews, and makes recommendations to the City Council for its ultimate approval/disapproval of an appointment.

Formal Recruitment Process

A Department Head who wishes to fill a vacancy must send a Request for Employment form to the City Administrator. The City Administrator may approve or deny the request. When necessary and appropriate, formal recruitment will involve announcing job openings, taking applications, evaluating, and interviewing applicants, and selecting the best person for the job. At the discretion of the City Administrator, the City may alter or forego one or more steps in the formal recruitment process when necessary.

- 1) If the Request for Employment is approved, the Department Head may recruit applicants. This recruitment may include, but is not limited to, posting the job opening at City Hall, on the City's website, in the newspaper(s) and/or on other appropriate media.
- 2) Applicants must complete an application form.
- 3) The Department Head will review all applications which are timely received and will determine which applicants meet the minimum job requirements.
- 4) Any applicants who meet the minimum job requirements may be interviewed and ranked.
- 5) Reference checks will be conducted.
- 6) Other pre-employment checks may be performed, including but not limited to criminal background checks, child abuse and neglect screenings, employment verification or other investigations as may be directed by the City Administrator.
- 7) The Department Head will list his/her top three (3) recommendations for hire, plus his/her preference and send them, along with support information to the City Administrator for review and additional evaluation.
- 8) The City Administrator will approve or deny any new hire. The City Administrator may take any employment information to the City Council for its input.
- 9) A formal offer of employment will be made to the person selected to fill the vacancy, however the offer is conditional on the offeree's ability to pass his/her pre-employment physical, if required by the City, State, or Federal law, a fitness for duty test (if required) and a pre-employment drug test.

General Recruitment Considerations:

- 1) Preference will be given to applicants who reside within the corporate limits of the **City of Boonville** if the balance of the qualifications is otherwise identical.
- 2) Persons filling Department Head positions must reside within fifteen (15) miles of the **City of Boonville** within six (6) months of hire. City Administrator residency

requirements can be found in Boonville Code of Ordinances Chapter 2, Section: 2-50.
(Unless otherwise exempted by City Council at time of hire)

- 3) At the discretion of the City Administrator, preference will be given to qualified persons who were previously laid off from City service, if previous performance was deemed satisfactory in all relevant aspects at the time of the layoff.
- 4) Preference will be given to qualified persons who already work for the **City of Boonville** and who have a current satisfactory performance record.

New Hire Orientation

All new hires shall meet with the City Clerk, appropriate Department Head, or City Administrator for employee orientation.

The orientation will generally cover/include the following:

- 1) Completion of all employment-related forms (Personal Information Sheet, Payroll Forms, Direct Deposit Information, insurance applications, etc.)
- 2) Presentation of the Personnel Manual and Safety Policies and signing acknowledgements of consent/understanding of specific policies contained in the Manual and Safety Policies
- 3) Tour of City facilities directly related to duties of the new hire, as time permits
- 4) Employee Training videos
- 5) Pre-Employment Drug Screening
- 6) Some departments may have a minimum contract service that must be signed at time of hiring.

At the conclusion of the orientation, the employee will be asked to sign a form which indicates he/she has been given an opportunity to ask any questions regarding City Personnel policies.

Reinstatement

To treat all employees fairly, the **City of Boonville** has a reinstatement policy. For the purpose of accrual of vacation, sick leave, and seniority; an employee who was previously employed by the **City of Boonville** will resume the accrual of these benefits at the same rate of accrual that had been attained prior to the termination of their employment with the **City of Boonville**, if the following conditions are met:

- 1) The employee must have voluntarily resigned and must have given two weeks prior notice of leaving the **City of Boonville** (four weeks for exempt employees).
- 2) The previous length of employment must have been longer than the break in service.
- 3) The break in service must have been less than eighteen (18) months.
- 4) There will be no credit for a lapse in service relative to pension or retirement programs.
- 5) Exceptions to this policy may be approved by the City Administrator on a case-by-case basis.

Probationary Period

New employees will start out serving a Probationary Period in City service. The Probationary Period is, in essence, a working test that is an integral part of the employee selection and evaluation process. It will be used for observing work habits and productivity, aptitude for learning the required procedures for the job, attention to detail and safety, commitment to public service, and level of adjustment to the position and work environment. The Probationary Period is also the preferred time for the separation of those newly hired employees whose performance does not meet the expectations of the City Council, City Administrator, and/or Department Head.

The normal length of the Probationary Period will be six (6) months, but for police and fire personnel, it will normally be one (1) year. The Probationary Period may be ended at any time by the City Council, City Administrator, or Department Head, with or without the recommendation of the person's immediate supervisor.

Any employee dismissed during the Probationary Period shall have no right to request any meeting or review related to the decision to terminate his/her employment, which will simply be made on the basis of failure to satisfactorily complete the Probationary Period. Employees dismissed during the Probationary Period will be paid for all hours worked and any vacation accrued. No other compensation will be paid.

The Probationary Period may be extended, after written notice to the employee, whenever it is determined that more time is required to evaluate the person's ability to successfully perform the various duties of the position for which the individual was hired.

Former employees returning to City service after some period of separation may be required to serve a new Probationary Period.

Employees who are transferred or promoted to another City job or department must also serve a Probationary Period. Typically, the transfer or promotional Probationary Period will not exceed ninety (90) days but may be extended, shortened, or ended at any time by the City Council, City Administrator, or Department Head, with or without the recommendation of the employee's immediate supervisor.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, **City of Boonville** classifies its employees as shown below. **City of Boonville** may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are

eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status.

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the **City of Boonville's** full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The **City of Boonville** has employees on duty 24 hours per day, 365 days per year. The work schedule is based on necessity and may be changed by City Administrator and/or Department Head with notice if it is practicable to give it, or without notice when necessity dictates, in order to meet work requirements and attend to exigent circumstances. All employees are expected to be at work regularly and on time. Employees may not take unpaid time off unless approved by the City Administrator. If an employee will be late or absent, he/she must call their on-duty supervisor immediately. Lunches and breaks are to be scheduled at the discretion of the immediate supervisor, so service will not be impacted and so there is full coverage of each work unit.

For all departments other than the Police Department and Fire Department, typical work hours will be between 7:00 AM and 5:00PM. The specific working hours, breaks, and lunch schedules are determined by department and will be discussed at the time of hire and orientation and may be adjusted for season, specific job requirements, or by the Department Head or City Administrator.

The Fire and Police departments are always staffed. The Chief of each department is responsible for assigning work schedules. Work schedules will normally be posted two (2) weeks prior to the actual work activity. The work schedule is based on necessity and may be changed by City Administrator and/or the Chief of Police with or without notice, to meet the work requirements.

Time Records

The **City of Boonville** utilizes an automated time clock system. All employees have access to the system through time clocks at City buildings, computers, and through the phone application. The system requires all **nonexempt** employees to clock in and out, including lunch periods. Employees will be responsible for submitting timely time off requests, whenever possible, keeping their timecards current daily, and submitting their approved time sheets to

their supervisor's biweekly for payroll processing. At the end of each pay period, the employee must certify and submit electronic time sheets to his/her supervisor. The supervisor shall review, approve, and submit the electronic time sheets to the City Administrator no later than 2pm on the Monday following the end of the pay period, along with overtime ~~and compensatory time~~. The City Administrator shall review and approve employee time sheets and submit electronically to payroll in a timely manner for preparing and processing payroll in a timely manner. These records are required by governmental regulations.

Overtime/Compensatory Time

When required due to the needs of the **City of Boonville**, you may be asked to work overtime. Overtime, for all non-exempt employees, except for fire ~~department engineers~~ and police officers, is actual hours worked in excess of 40 in a single workweek (Sunday 12:00am- Saturday 11:59pm). Nonexempt employees will be paid overtime compensation at the rate of one and one half (1 ½) their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as compensatory time off, sick time, Winter Break Leave, and bereavement time **does not** apply toward work time. Paid leave, such as holiday, vacation time, jury duty, and monthly military training leave **does** apply toward work time. All overtime work must be requested **in writing, in advance**, and then submitted to supervisor or department head for approval, unless circumstances require unplanned overtime (i.e., snow plowing). This request and approval shall be included in the electronic time sheets and submitted at the end of the pay period. **City Employees responsible for inmate detail will earn overtime rate, for said detail, after 40 hours including compensatory time off, sick time, Winter Break Leave, bereavement time, or other non-working hours. Boonville K-9 Police Officer responsible for the care of the K-9 unit, will earn four (4) hours overtime per week for K-9 care.**

For Nonexempt employees who work in the Police Department as a Police Officer, overtime is determined by the Fair Labor Standards Act, 3(s)(1)(C) section 7(K). Overtime is determined on a work period basis of 14 days. Law Enforcement personnel are due overtime after 86 hours worked. Overtime for non-exempt police personnel is for actual hours worked in excess of the maximum number of hours (86 hours – police officers) worked during the pay period. Paid leave, such as compensatory time off, sick time, Winter Break Leave, and bereavement time **does not** apply toward work time. Paid leave, such as holiday, vacation time, jury duty, and monthly military training leave **does** apply toward work time. All overtime work must be requested **in writing, in advance**, and then submitted to supervisor or department head for approval, unless circumstances require unplanned overtime.

For Nonexempt employees who work in the Fire Department as a Fire Engineer, overtime is determined by the Fair Labor Standards Act, 3(s)(1)(C) section 7(K). Overtime is determined on a work period basis of 14 days. Fire personnel are due overtime after 106 hours worked. Overtime for non-exempt fire personnel is for actual hours worked in excess of the maximum number of hours (106 hours – fire ~~department engineers~~) worked during the pay period. Paid leave, such as compensatory time off, sick time, Winter Break Leave, and bereavement time **does not** apply toward work time. Paid leave, such as holiday, vacation time, jury duty, and monthly military training leave **does** apply toward work time. All overtime work must be requested **in writing, in advance**, and then submitted to supervisor or department head for approval, unless circumstances require unplanned overtime.

Department Heads have the discretion to allow Compensatory Time Off in lieu of overtime, which shall be accrued at 1 ½ times the hours of overtime worked. One Hundred Twenty (120) hours is the maximum number of Compensatory Time Off hours which a non-exempt employee may accrue and carry at any time, at the discretion of the Department Head. ~~Compensatory Time Off may not be taken in increments of less than a quarter (.25) of an hour. Overtime pay must be taken if the employee has maxed out his/her accrual of Compensatory Time Off.~~

At discretion of the City Administrator, fire and law enforcement personnel shall be calculated by the Fair Labor Standards Act, 3(s)(1)(C) section 7(K).

On-Call assignments

- 1) The City Administrator and Department Heads will be solely responsible for determining the need for On-Call employees. All employees are eligible for On-Call status.
- 2) Employees will be paid \$6.00 for each eight- (8) hour period while serving On-Call. **On-Call employees must be able to reach their respective work sites within 15 minutes.**
- 3) Employees who are On-Call and are notified of the need to report for work on a Call-In basis will be paid On-Call pay, plus pay for actual time worked (minimum of one hour)
- 4) The time credited for work during a Call-In situation or while serving On-Call will not include travel time to or from home.
- 5) Employees scheduled for On-Call status will be given as much advance notice as practical. Normally three (3) calendar days advance notice will be given so employees may make plans, however, the City Administrator and Department Heads may schedule employees for On-Call status with less than three days' notice.

Call-In

- 1) Employees receiving notice to report for duty on a Call-In basis on a day when not previously scheduled and when not On-Call will be compensated a minimum of one (1) hour's pay. Employees shall receive only one hour of pay in the event that there are multiple call-backs within an hour.
- 2) Employees who have completed a scheduled workday and who are not On-Call but have been called back to work will be compensated for a minimum of one (1) hour of pay.
- 3) Employees called to report for work before they are scheduled to report for a normal shift, and who report early and continue working into the regular shift, will not be considered to be there on a Call-In basis and will be paid only for all time worked.
- 4) Employees are expected to work when notified of a Call-In, unless excused by the immediate supervisor.
- 5) Employees reporting on a Call-In basis may be expected to do whatever work is necessary, even though not part of their regular duties, provided they have the

necessary knowledge and skill to perform the work safely and without risk to the equipment or operation.

- 6) The time paid for Call-In work will be credited toward time worked in the pay period for overtime purposes.

Travel for Work

On occasion, it may be necessary for an employee to travel for work. Employees who are traveling for work shall discuss travel with the department head and/or City Administrator who will approve the expense. After approval, employee will meet with City Clerk, or their designee, who will give them a travel packet.

Deductions from Pay/Safe Harbor Exempt Employees

The **City of Boonville** does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the **City of Boonville** or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his/her pay, the employee should immediately report the deduction to the City Clerk, or their designee. The report will be promptly investigated and if it is found that an improper deduction has been made, the **City of Boonville** will reimburse the employee for the improper deduction.

Paychecks

City of Boonville's pay day for all employees is biweekly on Friday. If pay day falls on a holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts.

Wages

The City Council and City Administrator shall provide for wages and salaries of all City employees in accordance with an annual appropriation for same at the beginning of each fiscal year, which starts April 1 and runs through the following March 31, and any amendments to that annual appropriation.

Jobs and Pay Levels

- 1) Position pay levels will be established based on job descriptions which include duties, responsibilities, education, work experience, physical and work environment requirements.
- 2) The City Administrator and Department Heads shall have broad discretion to affix job titles and corresponding wage/salary levels, which may be adjusted from time to time.
- 3) In addition to regular wages, wastewater treatment, water treatment, and water distribution employees will be paid an award for receiving DNR licenses according to the following schedule:
 - a. "A" License or equivalent - \$60.00 per month
 - b. "B" License or equivalent - \$32.50 per month
 - c. "C" License or equivalent - \$16.00 per month
 - d. "D" License or equivalent - \$ 10.50 per month
- 4) New or transferred employees will normally start at a wage/salary set at the discretion of the City Administrator and shall advance through salary adjustments made at the beginning of each fiscal year thereafter, in accordance with the yearly appropriations process authorized by the City Council.
- 5) A Department Head may request an advanced starting salary or yearly increase when a particular employee's education and work experience clearly demonstrate a case for it. The request must be made in writing and given to the City Administrator who shall have the sole discretion for approval/rejection of the request.

Access to Personnel Files

Employee files are maintained by the City Clerk and are considered confidential. Department Heads and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees, upon request, will generally be permitted within 3 days of the request unless otherwise required under state law. Personnel files are to be reviewed in the City Clerk's office. Employee files may not be taken outside city hall. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the **City of Boonville** if (1) the persons concerned will not work in a direct supervisory relationship, (2) the employment will not pose

difficulties for supervision, security, safety, or morale, and (3) approval of the City Administrator. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the **City of Boonville** provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the City Administrator may reassign one of the employees to another position or shift for which he or she is qualified if such a position is available. If the situation results to be a problem, the employees will be permitted to determine which one of them will resign from the **City of Boonville**.

Transfers and Promotions

Transfers and promotions are a privilege available to employees who have successfully completed at least 6 months of service in their specific role and if/ when other vacancies occur within the **City of Boonville**.

An employee or his/her Department Head may request a transfer or promotion. Before a move between departments may occur, the Department Heads of both departments and the City Administrator must approve it.

In no circumstance is a transferred employee guaranteed the option of returning to the original post, however consideration will be given in the event the original post has remained available, and the employee would otherwise be eligible for rehire.

Separation from Employment

Cessation or termination of service is the separation of an employee from the **City of Boonville** by resignation, retirement, layoff, involuntary dismissal, or death.

Upon termination of service, employees will be paid for all unused Vacation and Compensatory time. The payment is calculated at the person's hourly rate of pay on his/her last day of work. This payment cannot exceed the maximum accrual limits listed elsewhere in this Manual. Upon death of an entitled worker, payment is made to the beneficiary(s) of record, or to the estate, for all unused Vacation and Compensatory time accrued, up to the applicable maximum.

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least ten (10) working days in advance of the last day of work. The 10 days must be actual working days. Holidays and paid time off (PTO) will not be counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire and may be eligible to return under the reinstatement policy.

In most cases, the City Clerk, appropriate Department Head, or City Administrator may conduct an exit meeting on or before the last day of employment to collect all **City of Boonville** property, and to discuss final pay. If an employee does not return City property upon their exit,

the city reserves the right to proceed with legal action to reclaim city property or the value at the time of termination of employment.

If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of conditions to reduce the number of employees or work hours, this will be done at the discretion of the **City of Boonville**. Employees who are laid off, or who are demoted in lieu of layoff, will generally be eligible for rehire by the City, as vacancies arise, but each must initiate a regular application process for any job in which he/she is interested and for which he/she is qualified.

Workplace Safety

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our government.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. Each employee will be asked to review our safety policies and procedures in depth prior to beginning work with the city in their respective roles.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

Drug-Free and Alcohol-Free Workplace

Administration of the Policy

The **City of Boonville** is a drug- and alcohol-free workplace. The illegal use of prescription drugs or controlled substances at any time and/or being under the influence of such substance(s) and/or alcohol during work hours is considered misconduct and is not consistent with the behavior the City has a right to expect of its employees. It is the policy of the **City of Boonville** to safely provide dependable and economical services to its citizens and safe working conditions for its employees. This policy applies to all employees of the **City of Boonville**.

Notice Regarding Medical and/or Recreational Marijuana Use: Because the possession and use of marijuana, whether for medical use or otherwise, constitutes a federal offense and because the City is a drug free workplace, the City will not accommodate the medical use of marijuana and enforces written policy prohibiting working for the City while marijuana is in the body. The fact that state law recognizes the use of recreational marijuana and medical marijuana as a prescribed, or otherwise permitted, medication does not alter or otherwise change this policy.

The use, possession, distribution or sale of controlled substances, illegal drugs, or alcohol; being under the influence of any of these; or testing positive for any of these (including their inactive components or metabolites) while working for the city is strictly prohibited while on duty, while on City premises or worksites, and while operating vehicles, machinery or equipment owned or leased by the city.

Policy Administrator

The City Administrator shall be designated as the Alcohol and Substance Abuse Policy Administrator for the **City of Boonville**. Any inquiries concerning this policy, its application, its administration, or its interpretation shall be made to the policy administrator or his/her designee.

Alcohol & Controlled Substance Prohibitions

Every employee is prohibited from the operation of tools/equipment, the use of a commercial motor vehicles, and/or from reporting to work or otherwise engaging in any duty-related functions: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; (4) after refusing to submit to an alcohol test; and (5) within eight (8) hours after an accident as specified in this policy.

Every employee is prohibited from the unauthorized use of a controlled substance at any time, whether on or off duty, and is prohibited from the unauthorized possession of alcohol while on duty and unauthorized possession of controlled substances at any time, whether on or off duty.

Mandatory Self-Reporting

Any employee who pleads guilty to or is convicted of any crime related to controlled substances or alcohol, including a traffic offense, must report the conviction or guilty plea to the policy administrator within 24 hours of such event. Failure of an employee to report such a conviction or guilty plea to the policy administrator may be cause for immediate dismissal from service.

Any employee whose job performance requires the possession of a valid CDL and who loses the CDL for a violation, or as a consequence, of the law shall be subject to disciplinary action up to and including dismissal from City service. The employee shall notify the policy administrator and the employee's immediate supervisor of the loss of the CDL within 24 hours. Failure to notify the policy administrator of the loss of the CDL shall result in immediate dismissal from service.

Education and Training

The **City of Boonville** shall develop and provide training for all supervisors and department heads who are responsible for the administration and enforcement of this policy. The substance abuse training, at a minimum, shall include at least sixty (60) minutes of program on the physical and behavioral effects on personal health, safety, and the environment and on performance indicators. The training should address the effects of alcohol use and abuse, the side effects of abuse and the consequences of prohibited work-related activity involving alcohol consumption. The training shall include an overview of this policy and its implementation/application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation, and record keeping.

Confidentiality

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the **City of Boonville** and the testing laboratory. The records shall be maintained separately from other personnel records kept by the **City of Boonville** and shall be kept in a secured location with other medical records.

Any person who breaches the confidentiality provisions of this policy shall be subject to immediate dismissal from employment and/or from any contractual relationship with the **City of Boonville** without recourse.

Mandatory Controlled Substance and Alcohol Testing of Employees

Employees shall be subject to controlled substance and alcohol testing as follows: pre-employment testing for all new hires, random testing (except as provided herein), reasonable suspicion testing, post-accident testing, return-to-work testing, and follow-up testing after rehabilitation programs.

1. Pre-Employment Testing

Pre-employment urine or oral fluid lab testing shall be required of all applicants receiving an offer of employment with the City for all positions. Receipt of satisfactory test results is required prior to commencement of work or at the earliest possible occasion it may be scheduled in the first few days of employment. Any positive controlled substance or alcohol test shall disqualify an applicant from employment for a period of no fewer than 180 days. Evidence that (1) the applicant has successfully completed a formal program of treatment for substance abuse/chemical dependency or that the applicant has submitted to an assessment by a qualified Substance Abuse Professional (SAP) and been deemed to be without the need for substance abuse/chemical dependency treatment, and (2) at least one negative controlled substance and alcohol test shall be required before any further offer of employment is extended by the City.

2. Reasonable Suspicion Testing

Reasonable suspicion testing shall be used to determine fitness for duty evaluation, including appropriate urine, oral fluid lab drug testing and/or breath testing when there are objective, observable reasons to believe that the use and abuse of any controlled substance or alcohol is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of documented, objective facts and circumstances which are consistent with the effects of substance use.

Reasonable suspicion observations and reports ~~can be made by any employee and reported to only be made by the foreman, supervisor or supervisory or management employees~~ department head. The department head will then complete an observation report documenting the ~~and must be based on contemporaneous,~~ articulable observations concerning the subject employee's appearance, grooming, gait, speech, behavior, and breath and body odors. The observing supervisor or department head, whether or not the person is the employee's immediate supervisor, must complete an observation report before the employee is directed to report for reasonable suspicion testing, which shall include both oral fluid or urine drug test and a breath alcohol test. Upon completion of the report, the employee should be immediately taken to a city office and wait until a drug and alcohol test can be completed.

Reasonable suspicion testing; ~~may be done by the City's contracted drug and alcohol testing company or by certified police staff.~~ It shall be required and completed whenever possible, within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. ~~If possible, reasonable suspicion testing shall be conducted at the employee's regular work site.~~ If the employee tests positive for the consumption of any controlled substance or alcohol or if that employee is suspected of being presently impaired, he or she shall be driven to and from the test site and/or to the employee's usual place of abode concurrent with the reasonable suspicion testing so that he or she is prevented from driving under the influence, if possible.

3. Post-Accident Testing

Post-accident testing shall be required of any employee after an on-duty equipment or motor vehicle accident in which a fatality has occurred; where a traffic citation is issued to him or her as a result of the accident; where injury to a person requires transport to a medical treatment facility; or where there has been disabling damage to one or more vehicles which requires towing from the accident site. Testing shall include both breath alcohol and urine or oral fluid lab testing of the employee(s).

Whenever possible, post-accident testing shall be completed within two (2) hours of the accident. Barring exigent circumstances, post-accident breath alcohol testing must be done less than eight (8) hours after the accident and testing for other controlled substances shall be done in under thirty-two (32) hours from the time of the accident. An employee involved in an accident shall refrain from alcohol consumption for at least eight (8) hours following the accident.

4. Random Testing

Random testing shall be conducted on all persons covered by this policy. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Testing shall be conducted whenever ordered by appropriate supervisory employees, but no less frequently than required by federal law and regulations, and in such numbers as minimally determined under the regulations.

5. Return-to-Work Testing

Return-to-work urine, oral fluid lab drug testing and alcohol testing for all employees covered by this policy shall be required for all employees returning to work or offered re-employment by the City after failing a controlled substance or alcohol test previously administered under this policy. Evidence that (1) the applicant/employee has successfully completed a formal program of treatment for substance abuse/chemical dependency or that the applicant/employee has submitted to an assessment by a qualified Substance Abuse Professional (SAP) and been deemed to be without the need for substance abuse/chemical dependency treatment, and (2) at least one negative controlled substance and alcohol test shall

be required before any further offer or resumption of employment is allowed by the City. An employee who's testing does not show improvement over time, shall be terminated.

6. Follow-up Testing

Employees or new hires having ever failed a controlled substance or alcohol test administered under this policy shall be subject to frequent, unannounced, random urine and/or oral fluid lab drug testing and breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, and for a period of time up to sixty (60) months from the employee's return-to-work date.

7. Failure to Test

Any employee or post-offer applicant who fails or refuses to submit to the required testing under this policy, or delays compliance with a directive to report for testing, is considered to have tested positive and shall be subject to all of the consequences that flow from testing positive.

Any employee ordered to test shall report immediately to the test site upon being ordered to submit to testing. No delay of any type may be granted or taken. Delay in reporting by the employee shall be treated as a refusal to test and shall subject the employee to all of the consequences that follow related to positive testing. Failure to provide a sufficient sample or for providing an adulterated sample shall be considered as a refusal to test and shall subject the employee to all of the consequences that follow.

Independent Rehabilitation Efforts

Any employee who tests positive for the use and consumption of alcohol or other controlled substances or who is prosecuted and is found to be (or pleads) guilty to an alcohol or drug offense is strongly encouraged to seek out and comply with any professional recommendations for treatment and rehabilitation for substance abuse. Employees dismissed for violation of this policy must submit to evaluation and recommended treatment in order to be considered for re-hire. Employees subject to lesser disciplinary action will only be retained on the condition of evaluation and treatment.

Evaluation and treatment by a substance abuse professional shall be at the sole expense of the employee, less any portion of such services underwritten by the employee's health insurance.

Testing Protocols

1. Contract for Testing Services

The **City of Boonville** shall secure a contract with an appropriately certified testing laboratory to conduct the controlled substance testing analysis, breath alcohol testing and reporting required under this policy and under federal law in conformity with the standards established under the federal regulations.

Any testing service with which the City contracts shall use a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) and shall perform all testing herein described under the supervision of a qualified Medical Review Officer (MRO) charged with evaluating the reporting results under the guidelines set forth in 49 CFR, Part 40. All drug and alcohol test samples will be collected in a manner, and by individuals, meeting federal testing requirements as set forth in 49 CFR, Part 40.

2. Testing Controls

Alcohol: Federal regulations require breath testing to be done on Evidential Breath Testing devices approved by the National Highway Safety Administration. An initial screening test is conducted first. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater shall be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity. Such an employee will be subject to immediate termination or other serious disciplinary action. Unless terminated, the employee shall not be permitted to resume work until the employee is (1) evaluated by an SAP, (2) has complied with any recommendations of the SAP for rehabilitation and (3) has tested negative in a follow-up test.

Controlled Substances: Controlled-substance testing will be for the following substances:

- (1) Marijuana (THC metabolite)
- (2) Cocaine
- (3) Amphetamines
- (4) Opiates (including heroin)
- (5) Phencyclidine (PCP)

Testing may also include barbiturates, benzodiazepines, methaqualone, methadone, ~~and~~ propoxyphene, Oxycontin, and any other drug the city may designate in the future.

3. Disciplinary Action

Violators of the drug-free and alcohol-free workplace policies of the **City of Boonville** will be subject to disciplinary action, up to and including involuntary dismissal. Participation of an employee in a program of rehabilitation for abuse of substances does not serve as a bar to imposing disciplinary action related to violations of this policy.

Any supervisor or department head who knowingly permits an employee to violate this policy or to engage in work activity while consuming alcohol or a controlled substance or who fails to enforce this policy shall be subject to immediate dismissal from employment.

This policy does not displace any other penalties that may be imposed or be incurred as a result of violation of the **City of Boonville's** policy, state, and federal laws, or as provided in the Workers' Compensation laws.

4. Coordination with Other Laws & Policies

This policy shall be administered in compliance with other federal, state, and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the **City of Boonville**. In the case of apparent conflicts between this policy, other policies and applicable laws, the policy administrator shall make the appropriate rulings to resolve the potential conflicts.

In the event that any part of this policy is judicially determined to be in conflict with any law or to be in violation of any law or is rendered ineffective because of some state or federal legislative enactment, that part(s) shall be void, but the remainder of the policy shall remain in effect. Parts that are void or voided shall be replaced as soon as possible to maintain the full effect of this policy and/or to bring it into compliance with relevant laws.

5. Amendments

This policy is subject to amendment by the **City of Boonville** from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the policy administrator.

Smoke-Free Workplace

Smoking/tobacco use is not allowed in **City of Boonville** buildings, City vehicles, and on private property at which work is being provided by City employees at any time. "Smoking" includes the use of any tobacco products including chewing tobacco, electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

City of Boonville is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at **City of Boonville**-sponsored functions.

All **City of Boonville** employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, department head, or the City Administrator.

All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the **City of Boonville**, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

City of Boonville prohibits the possession of weapons on its property at all times, including our parking lots or **City of Boonville** vehicles. Additionally, while on duty, employees may not carry a weapon of any type unless he/she is a member of the police department. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The **City of Boonville** reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on **City of Boonville** property. In addition, **City of Boonville** may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all **City of Boonville** property and other items that are in violation of **City of Boonville** rules and policies.

Emergency Closings

City of Boonville will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, the City Administrator may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take vacation time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Motor Vehicle Operations

The appropriate class driver's license is required to operate a **City of Boonville** vehicle. Employees are expected to operate such vehicles in a safe and courteous manner and to abide by all state and local driving laws and regulations. All employees will review, and sign City vehicle use policies.

Safety Equipment

The **City of Boonville** has purchased safety equipment for use by employees for their various roles and will receive training on when/how to use each item as needed. There will be no exceptions to mandatory use of such safety equipment in the performance of the duties for which each piece of equipment is designed. The **City of Boonville** has equipped several of its work sites with Automatic External Defibrillators (AEDs). It is the sole responsibility of each employee to know the location of these devices nearest his/her workspace. Failure of

employee not utilizing safety equipment, could result in employee being financially responsible for any type of losses.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

City of Boonville pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The **City of Boonville** abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and City Clerk or his/her designee immediately. The supervisor will complete an injury report with input from the employee and return the form to the City Clerk or his/her designee. Then the claim will be filed with the **City of Boonville's** insurance carrier. In cases of true medical emergencies, report to the nearest emergency room.

The employee may choose his/her own physician/dentist, but the Workers' Compensation insurance company has the right to require the employee to see another physician/dentist, at which time they may refuse to make any further payments to the employees' physician/dentist.

An employee may request a hearing by the State of Missouri Division of Workers' Compensation if he/she is dissatisfied with the way the claim is being handled.

By Missouri Law, worker's compensation is not paid for the first three (3) regularly scheduled workdays an employee is unable to work. The injured employee shall be eligible to use sick leave benefits for the first three days after injury or disease occurs. The **City of Boonville** will continue payment of the employee's base health insurance and life insurance for as long as worker's compensation benefits are paid. An employee may continue to maintain additional insurance coverage and/or dependent insurance coverage at their own expense. While an employee is on worker's compensation leave, the employee will continue to accrue paid leave time and will be compensated for holidays as normal.

Check-In Requirement, Return to Work, and Limited/Transitional Duty

Any employee being treated under Workers' Compensation, and who cannot work, must discuss the progress of his/her medical treatment with his/her supervisor each week and must notify the supervisor within 24 hours of any changes in his/her condition, prognosis, or treatment plan. The City Administrator, Department Head, or supervisor may request a written progress report from the individual's Workers' Compensation treating physician at any time during the treatment process. The employee shall execute a HIPAA-compliant release to allow the supervisor or Department Head to discuss what options for medically appropriate transitional duty assignments exist so the employee can begin a smooth transition back to

work. If an individual will be placed on transitional duty, the employee and supervisor shall see that written approval by the individual's physician is on file with the Department Head.

Transitional duty assignments are dependent upon the physical limitations and capabilities of the employee and the City's availability and need for work that is suitable for the patient's limitations. Transitional work may be full- or part-time and may be in another department of the city than the one to which the employee is permanently assigned. Failure of the employee to report for medically appropriate transitional work, when offered, may result in reduction or termination of wage replacement benefits and/or could jeopardize reinstatement.

Other Mandated Accident/Incident Reports

Regardless of whether or not any injury is sustained, any employee who is involved in a motor vehicle accident during a work shift and/or in a city vehicle must report it immediately to his/her supervisor so that an Accident/Incident Report can be filed.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and email messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three (3) consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Reporting Unscheduled Absence (All Employees):

An employee must notify his/her supervisor (or the on-duty supervisor, in his/her absence) prior to the start of a scheduled work shift when an absence from work is required due to an unforeseen illness, accident or other circumstance. An employee must notify his/her supervisor at least one (1) day before an absence when the absence is for a pre-arranged treatment or appointment.

For absences due to illness or injury which require more than one (1) day of leave from the workplace, the employee must keep his/her supervisor reasonably informed of the associated medical condition and progress each day so that coverage of regular duties may be arranged through scheduling other employees, if necessary. Employees out on Sick Leave must complete a leave request form promptly upon returning to work. Department Heads shall request a doctor/dentist's excuse before approving Sick Leave pay, with the absence lasting over three (3) consecutive workdays or at the Department Heads' discretion, for an absence less than three (3) days.

Job Performance

Communication between employees and supervisors or department heads is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Formal performance reviews may be conducted annually. These reviews may include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

The primary work obligation of all full-time City employees is to the **City of Boonville**. The **City of Boonville** does not limit a person's activities during non-working hours unless those activities interfere, or are in conflict, with performance of City work duties or they create a conflict of interest.

Employees seeking or accepting outside employment must notify the appropriate Department Head, in writing, of their intent and receive approval from the appropriate Department Head.

Employees are permitted to work a second job as long as it does not interfere with their job performance with **City of Boonville**.

All employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

A potential conflict of interest exists when a city worker is a director, president, general manager, or similar executive officer of, or owns or controls directly or indirectly a financial interest in, any non-governmental entity participating in contracts, purchases, or any other business transactions with the **City of Boonville**.

The City Council of Boonville requires all personnel who have a potential conflict of interest, which is related to the carrying out of their official duties, to give seventy-two (72) hours' actual written notice to the City Administrator, of the existence of a known potential conflicting interest.

If in doubt whether a particular activity would cause a possible conflict of interest, please discuss it with the City Administrator or Department Head.

Political Activity

Employees may not participate in any political activities as representatives of the **City of Boonville**. Employees may not participate in the campaigns of candidates running for City office but may assist in voter education initiatives that are supported or sponsored by the City for City issues which are included on the ballot. They may express their opinions while not on duty, provided they are clear that the opinions expressed are their own. Employees may not wear political pins, buttons, or any other campaign clothing or accessories during work hours.

Dress and Grooming

City of Boonville feels it is important to project a professional and businesslike image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. For those employees that have visible tattoos and/or piercings, the city holds the right to ask the employee to cover or remove any item(s) that may be deemed offensive or inappropriate for their role. Please use common sense.

Departmental Dress Codes:

Employees not provided with uniforms will follow these guidelines:

- 1) Employees should wear suitable professional attire for an office environment.
- 2) Provocative clothing is not appropriate.
- 3) Clothing must not constitute a safety hazard.
- 4) Strong perfume, cologne, or after shave should not be used.

Uniforms will be provided for Animal Control, Fire, Health (non-office staff), Police (non-exempt staff), Public Works (non-office staff), Parks and Recreation (non-office staff), and Aquatic Center employees. Uniforms shall be worn in accordance with departmental policies and guidelines.

Equipment Use

All Employees must maintain his/her work environment in an orderly fashion and follow all policies and rules to ensure its proper use and maintenance. Equipment may be used for City business only.

Any employee who is found to have neglected or misused property will be subject to disciplinary action up to and including termination. If an employee's misuse of **City of Boonville** property causes damage, the City reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of property is grounds for immediate termination and possible criminal action.

The **City of Boonville** encourages employees to use city vehicles when conducting City business during working hours and when traveling to classes, seminars, conferences, or meetings.

Social Media Acceptable Use

City of Boonville encourages employees to share information with co-workers and with those outside the **City of Boonville** for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the **City of Boonville** has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, MySpace, YouTube, Instagram, and Snap Chat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the **City of Boonville** considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their department head, and does not identify or reference **City of Boonville** clients, customers, or vendors without express permission. The **City of Boonville** monitors employee use of **City of Boonville** computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the **City of Boonville**, its officials, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge **City of Boonville** confidential information that is restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a **City of Boonville** employee or discusses matters related to the **City of Boonville** on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the **City of Boonville** and that the employee is expressing only his/her personal views. For example: "The views expressed on this website/weblog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the **City of Boonville**. Employees must keep in mind that if they post information on a social media site that is in violation of **City of Boonville** policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Confidentiality. Do not identify or reference **City of Boonville** clients, customers, or vendors without express permission. Such information may be considered closed records under the Missouri Sunshine Law. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy or Missouri Sunshine Law. When in doubt, ask before publishing.

Trademarks and copyrights. Do not use the **City of Boonville's** or others' trademarks and logos on a social media site or reproduce the **City of Boonville's** or others' material without first obtaining permission.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in designated areas. City bulletin boards are for **City of Boonville** business only. No other information may be posted on the bulletin boards or any other City facility wall or window surface, without the approval of the City Administrator or Department Head.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees, citizens, residents, customers, visitors, and guests to the **City of Boonville**, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his/her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on **City of Boonville** property at any time.

Computers, Internet, Email, and Other Resources

The **City of Boonville** provides a wide variety of communication tools and resources to employees for use in running day-to-day activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, email, text messaging, or any other **City of Boonville** provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner. These records are subject to the Missouri Sunshine Law.

Employees should not have any expectation of privacy in their use of **City of Boonville** computer, phone, or other communication tools. All communications made using **City of Boonville** provided equipment or services including email and internet activity, are subject to inspection by the **City of Boonville**. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the **City of Boonville's** systems.

Employee use of **City of Boonville** provided communication systems, including personal email and internet use that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through email and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the **City of Boonville's** systems as well as the reputation of the **City of Boonville**. To protect against possible problems, delete any email messages prior to opening that are received from unknown senders and advertisers. It also is against **City of Boonville** policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on **City of Boonville** computers. Violations of this policy may result in termination for a first offense.

The **City of Boonville** encourages employees to use email only to communicate with fellow employees, suppliers, customers, potential customers, or citizens regarding the **City of Boonville**. Internal and external emails are considered governmental records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending emails within and outside the **City of Boonville**.

All use of **City of Boonville** provided communications systems, including email and internet use, should conform to our **City of Boonville** guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information, customer or potential customer information, or information restricted from disclosure by law on social media sites.

Because email, telephone and voice mail, and internet communication equipment are provided for **City of Boonville** purposes and are critical to the **City of Boonville**, your communications may be accessed without further notice by Information Technology department administrators and **City of Boonville** management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for City business purposes. While the **City of Boonville** recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the **City of Boonville's** cell phones and long-distance account is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

Disciplinary Procedure

The **City of Boonville** expects employees to comply with the **City of Boonville's** standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the **City of Boonville** endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the **City of Boonville's** right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present his/her views on the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action which may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and his/her superior should meet with the employee in private and proceed via (a) through (d) above in Step 2 and issue a reprimand notice to the employee.

Step 4: Suspension. Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the department head, City Clerk and the City Administrator. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, e.g., such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The **City of Boonville** observes and allows time off with pay for the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday (for Fire Dept. Non-Exempt Employees~~Engineers~~, a floating holiday)
- Presidents' Day (for Fire Dept. Non-Exempt Employees~~Engineers~~, a floating holiday)
- Memorial Day
- Juneteenth National Independence Day (for Fire Dept. Non-Exempt Employees a floating holiday)
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Employee's Birthday (to be used within 30 days of the employee's date of birth)
- Floating Holiday (one per calendar year)

Any additional holidays will be designated by the **City of Boonville** at start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the **City of Boonville** will select the preceding Friday as a substitute holiday. The **City of Boonville** reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday or Sunday.

Holiday pay. Full-time regular employees, except for Fire Dept. Non-Exempt Employees~~Engineers~~, are eligible for holiday pay. Part-time, temporary, and seasonal employees may observe the holiday if they are not scheduled to work. Such observance is without pay. If required to work on an official holiday, they will receive their regular rate of pay.

Full-time employees who work on an official holiday shall be given an alternative day off or shall be paid for the time worked at a two and a half (2 ½) times the person's hourly rate. The alternative day off must be taken within thirty (30) days of the holiday, and it must be approved by the Department Head. The Department Head will give an alternative day off when the holiday falls on a regular day off. A holiday shall be considered as eight (8) hours and does count toward the computing of overtime, except for Employee Birthday and Floating Holiday which shall be equal to regularly scheduled daily work hours.

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To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the **City of Boonville** may require verification of the reason for the absence before approving holiday pay.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the **City of Boonville** should speak with their supervisor. Depending upon the needs of the **City of Boonville**, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. The **City of Boonville** will seek to reasonably accommodate individuals' religious observances.

Winter Break Leave

The **City of Boonville** provides an annual city-wide Winter Break Leave and allows for time off for all Full-time employees, with pay, to be used between November 1 through February 28 of the next year. Each full-time employee will receive thirty-two (32) hours to be used within that 4-month time period (November 1 through February 28). Unused Winter Break Leave is forfeited and will not be carried over if the time is not used within that 4-month time period. Any unused Winter Break Leave is forfeited when an employee's employment ends for any reason.

Winter Break Leave may not be taken in increments of less than a quarter hour (.25 hour) increments but is allowed to be taken up to thirty-two (32) consecutive hours. Department Heads have the right to designate when some or all of Winter Break Leave must be taken. Winter Break Leave must be requested with a Leave Request on the automated time clock system, and electronically submitted to the requestor's supervisor or Department Head. Employees are directed to complete the Leave Requests for Winter Break Leave, no fewer than seven (7) days prior to the requested leave period, unless exigent circumstances make such an advance request impossible. Supervisors, Department Heads, and the City Administrator must approve paid Winter Break Leave. Full coverage of departmental duties and necessities of the **City of Boonville** (such as special assignments or public office hours) may be taken into consideration when approving Winter Break Leave. The **City of Boonville** may need to operate some offices under a reduced operation plan during the 4-month time period. The Department Head and City Administrator will determine what operations will continue, if necessary, during a period of the reduced operations plan. Employees who are on a leave of absence during the Winter Break Leave time period, will not be eligible for Winter Break Leave.

Winter Break Leave does not count towards overtime. Payment for unused Winter Break Leave upon termination or retirement is not permitted. Winter Break Leave must be recorded in the **City of Boonville's** payroll system as part of the regular payroll processing cycle. Winter Break Leave applies regardless of funding source of salaries.

Vacation

City of Boonville recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The **City of Boonville** provides paid vacation time to full-

time employees for this purpose and employees are encouraged to take vacation during the year.

Part time, temporary, or seasonal employees are not eligible for vacation time.

Full-time employees (except for the Fire Dept. ~~Non-Exempt Employees~~ ~~Department Engineers~~) will accrue paid vacation according to the following schedule and any increases in accrual rate will take place on a pay period of the month to be determined by the City Clerk:

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>	<u>Maximum Accrual*</u>
0 – 24 Months	3.34 hours per month (40 hours per year)	80 hours
0 - 60 25 – 84 Months	6.67 hours per month (80 hours per year)	160 hours
61-85 – 144 Months	10 hours per month (120 hours per year)	240 hours
145 – 240 Months	13.34 hours per month (160 hours per year)	320 hours
240 Months +	16.67 hours per month (200 hours per year)	400 hours

The Fire Dept. ~~Non-Exempt Employees~~ ~~Department Engineers~~ on staff as of January 1, 2020 (grandfather clause), will accrue paid vacation according to the following schedule and any increases in accrual rate will take place on a pay period of the month to be determined by the City Clerk:

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>	<u>Maximum Accrual*</u>
0 – 24 Months	6.00 hours per month (72 hours per year)	144 hours
0 - 60 25 – 84 Months	12.00 hours per month (144 hours per year)	288 hours
85-61 – 144 Months	18.00 hours per month (216 hours per year)	432 hours
145 – 240 Months	24.00 hours per month (288 hours per year)	576 hours
240 Months +	30.00 hours per month (360 hours per year)	720 hours

All Fire Dept. ~~Non-Exempt Employees~~ ~~Department Engineers~~ hired *after* January 1, 2020, will accrue paid vacation according to the following schedule and any increases in accrual rate will take place on a pay period of the month to be determined by the City Clerk:

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>	<u>Maximum Accrual*</u>
0 – 24 Months	6.00 hours per month (72 hours per year)	144 hours
0-60 25 – 84 Months	10.00 hours per month (120 hours per year)	240 hours
85-61 – 144 Months	14.00 hours per month (168 hours per year)	336 hours
145 – 240 Months	20.00 hours per month (240 hours per year)	480 hours
240 Months +	24.00 hours per month (288 hours per year)	576 hours

*** Maximum Accrual enforcement becomes effective January 1, 2023, for all current employees.**

Employees may not take paid vacation until they actually have earned or accrued the vacation time. New employees accrue paid vacation at the start of employment but may not take any vacation until they have completed at least 6 months of employment.

Vacation may not be taken in increments of less than **a quarter hour (.25 hour) increments** but is allowed up to a maximum of two (2) weeks in a row. Vacation leave greater than two (2) weeks can be used at discretion of Department Head and City Administrator. Department Heads have the right to designate when some or all of vacations must be taken. Vacation leave must be requested with a Leave Request on the automated time clock system, and electronically submitted to the requestor's supervisor or Department Head. Employees are directed to complete the Leave Requests for Vacation leave, no fewer than seven (7) days prior to the requested leave period, unless exigent circumstances make such an advance request impossible. Supervisors, Department Heads, and the City Administrator must approve paid Vacation leave. Full coverage of departmental duties and necessities of the **City of Boonville** (such as special assignments or public office hours) may be taken into consideration when approving Vacation leave.

Maximum Vacation leave accruals will be enforced. Any Vacation time which exceeds the maximum accrual will not be added to the payroll record and will not be available to the employee for any purpose whatsoever. At the department head's request and City Administrator's approval, maximum vacation accrual may be extended to accommodate for exigent circumstances.

Compensatory Leave Time

Employees who have accrued compensatory time, may not be taken in increments of less than a quarter hour (.25 hour) increments.

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Sick Leave

City of Boonville provides regular, full-time employees with paid sick leave. All full-time employees (except for the Fire Department) may accrue 8 hours per month (96 hours annually). The Fire Department may accrue 12 hours per month (144 hours annually). Monthly accrual will take place on a pay period of the month to be determined by the City Clerk. Employees become eligible for sick leave after completing 6 months of employment. Employees may carry accrued sick leave over from one year to the next. There will be no maximum accrual for full-time employees. The City Administrator may extend Sick Leave at his/her discretion.

Sick leave is not intended to be used as a substitute for vacation leave, but sick leave may be used if an employee needs to provide care for a family member who is ill. Sick leave may also be used if an employee needs time off for scheduled medical procedures. Sick leave may not be taken in increments of less than **a quarter hour (.25 hour) increments**.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

If an employee misses three (3) or more consecutive days -because of illness, **City of Boonville** may require the employee to provide a physician's written permission to return to work.

Unused sick leave is forfeited when an employee's employment ends for any reason.

Family and Medical Leave

City of Boonville complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The **City of Boonville** also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the City Clerk to discuss options for leave.

The FMLA requires private employers with fifty (50) or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

Basic Leave Entitlement. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work. Eligible spouses who work for the same employer are limited to a combined total of leave in a 12-month period for specific qualifying reasons.

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A

covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his/her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections During FMLA Leave. During FMLA leave, the **City of Boonville** will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If family member coverage is provided to the employee, family member coverage must be maintained during the FMLA leave. The employee must continue to make any normal contributions to the **City of Boonville** for the cost of the health insurance premiums. An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. If the employee's premium payment is more than 30 days late, the employee's coverage may be dropped. The **City of Boonville** will provide a written notice to the employee that the payment has not been received and will allow 15 days after the date of the letter before coverage stops. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the **City of Boonville's** operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the **City of Boonville's** employees within seventy-five (75) miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employee Eligibility. The FMLA defines eligible employees as employees who: (1) have worked for the **City of Boonville** for at least 12 months; (2) have worked for the **City of Boonville** for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of **City of Boonville** worksites that taken together have a total of 50 or more employees.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to

a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

Substitution of Paid Leave for Unpaid Leave. Employees may choose or the **City of Boonville** may require the use of accrued paid leave while taking FMLA leave. Accordingly, the **City of Boonville** requires employees to use any accrued paid vacation, [personal, compensatory leave time, winter break leave](#), and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active-duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the **City of Boonville's** normal paid leave procedures found in its Vacation and Sick Leave policies.

Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the **City of Boonville's** normal call-in procedures. The **City of Boonville** may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the **City of Boonville** to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the **City of Boonville** if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The **City of Boonville** also may require a second, and if necessary, a third opinion (at the **City of Boonville's** expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The **City of Boonville** also may delay or deny approval of leave for lack of proper medical certification.

City of Boonville Responsibilities. The **City of Boonville** will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional

information required as well as the employees' rights and responsibilities. If employees are not eligible, the **City of Boonville** will provide a reason for the ineligibility.

The **City of Boonville** will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the **City of Boonville** determines that the leave is not FMLA-protected, the **City of Boonville** will notify the employee.

Other Provisions. Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the **City of Boonville** has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

Unlawful Acts by Employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military Leave

City of Boonville supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the City Clerk and his/her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

The employee will not accrue any paid leave time while on military leave. Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

Employees may take up to twenty-four (24) hours of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, stepsiblings, children, stepchildren, grandparent, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to eight (8) hours off with pay to attend the funeral of a friend or an extended family member (aunts, uncles, and cousins).

The **City of Boonville** may require verification of the need for the leave. The employee's department head, and City Administrator will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The **City of Boonville** supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Time Off for Voting

City of Boonville recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will

have sufficient time outside working hours to vote. If for any reason you think this will not be the case, contact your supervisor to discuss scheduling accommodations.

Employee Benefits

City of Boonville recognizes the value of benefits to employees and their families. The **City of Boonville** supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the **City of Boonville** Summary Plan Descriptions (SPD) or contact the City Clerk. To the extent of the information provided here conflicts with the SPD or full plan document, the full plan document will control.

Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for medical insurance on the first of the month following 30 days of service. Dental and Vision Insurance are an optional benefit, at the cost of the employee. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Group Life Insurance

City of Boonville provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following their first day of service. The life benefit is equal to an employee's annualized base rate. The cost of this coverage is paid for in full by the **City of Boonville**. This coverage coincides with the medical insurance.

LAGERS Retirement

All eligible employees are automatically enrolled in the Missouri Local Government Employees Retirements System following the first six months of employment. Contributions to this plan are paid in full by the **City of Boonville**. An employee is eligible to receive these benefits after 5 years of service.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of **City of Boonville**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, **City of Boonville** practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the **City of Boonville** to employ me now or hereafter and that my employment may be terminated by me or the **City of Boonville** without reason at any time. I understand that no representative of the **City of Boonville** has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the City Council and/or City Administrator of the **City of Boonville** may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the City Council and/or City Administrator of the **City of Boonville**.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

DIGITAL COPY OF PERSONNEL MANUAL HAS BEEN ~~EMAILED~~MADE AVAILABLE TO EACH EMPLOYEE. IF YOU DESIRE A PAPER COPY, PLEASE CONTACT CITY CLERK. BY SIGNING THIS ACKNOWLEDGEMENT AND RECEIPT PAGE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THE DIGITAL COPY ~~IS IN YOUR EMAIL~~ OR REQUESTED A PAPER COPY.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR BALLPARKS CENTRAL, LOCATED AT JACKSON ROAD BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Ballparks Central is proposing to build a softball/baseball complex on Jackson Road; and

WHEREAS, The owners have submitted a voluntary annexation request to the City of Boonville, on April 28th, 2025; and

WHEREAS, City staff met and communicated with Ballparks Central to discuss the proposed development plan; and

WHEREAS, The preliminary plan was considered at the Planning and Zoning Commission meeting on August 12, 2025. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval, including variances to allowing a gravel parking lot, variance from the landscaping and share requirements, the parking lot requirements and pending final review by City Staff and Engineer by the Council. Said site plans, **Exhibit A**, 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 final plan as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at Jackson Road in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

SECTION 2: That the following variance are allowed a) an allowance for construction of a gravel parking lot, except for the required ADA parking which shall be paved and be directly connected to a paved sidewalk, b) a variance from the 25% shade requirement on the parking lot to allow for swales to improve storm drainage but developer agrees to plant trees around the perimeter of the parking lot, and c) a variance from the required parking lot lighting, since there is no night game play, however if developers choose to install lighting at the ball fields then parking lot lights meeting city requirements shall all be installed.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage; and approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME 18TH DAY OF AUGUST, 2025

**READ FOR THE SECOND TIME AND PASSED THIS 2ND DAY OF SEPTEMBER, 2025,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE
AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.**

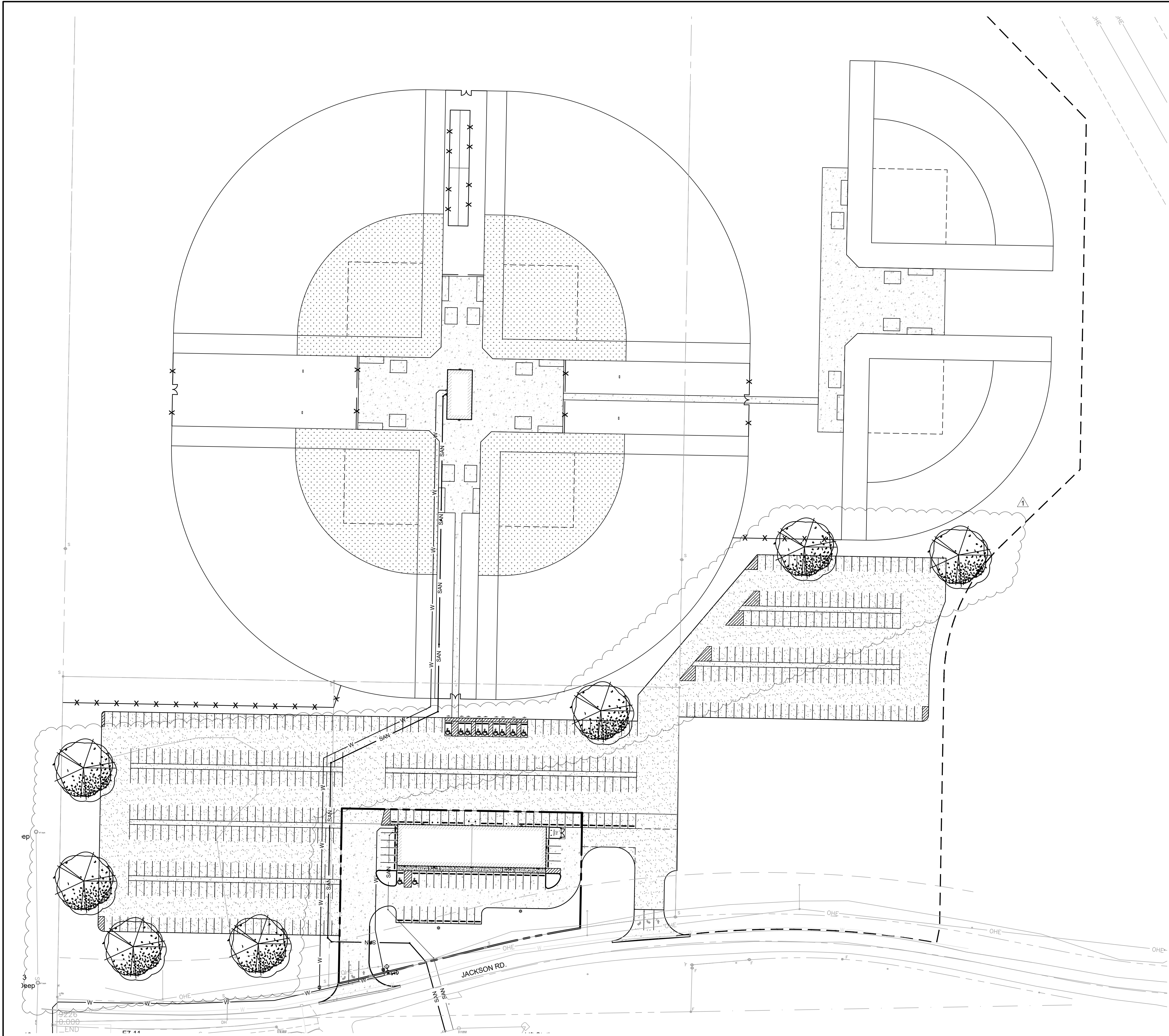
PRESIDENT OF THE COUNCIL

APPROVED THIS 2ND DAY OF SEPTEMBER, 2025

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



1 OVERALL SITE LAYOUT
C1.1 SCALE: 1" = 60'

- GENERAL NOTES:**
1. ALL SITE DIMENSIONS TO THE EDGE OF PAVEMENT, CONCRETE, GRAVEL OR PROPERTY LINE UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND STARTING CONSTRUCTION.
 3. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
 4. REFER TO BUILDING PLANS PROVIDED BY OWNER FOR EXACT BUILDING DIMENSIONS.
 5. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
 6. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.

- SAFETY NOTES:**
1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
 2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

PARKING SUMMARY:

REQUIRED PARKING:

C-P ZONING - NO REQUIREMENTS FOR BALLPARKS

PROVIDED PARKING:

494 STALLS
INCLUDING 9 ACCESSIBLE STALLS

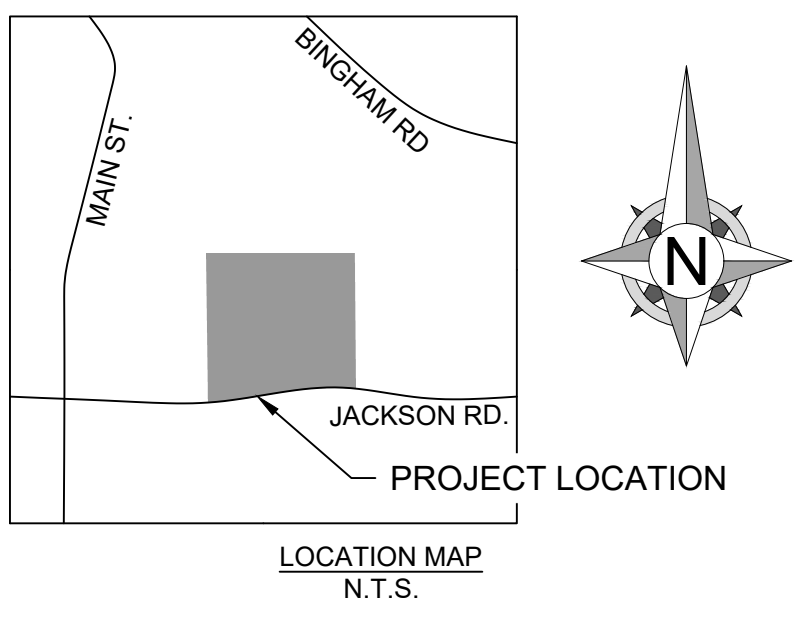
ALL STALLS ON THIS LOT TO BE 9.5' X 18'

PAVEMENT SUMMARY:

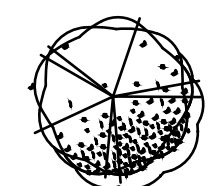
GRAVEL PAVEMENT:
4.14 AC

ADA CONCRETE PARKING:
0.05 AC

CONCRETE SIDEWALK:
1.25 AC



TREE/SHRUB SELECTION

 CANOPY TREE

CONTRACTOR TO COORDINATE WITH OWNER, UTILITY PROVIDERS AND THE CITY OF BOONVILLE ON WHICH TREES/SHRUBS TO BE SELECTED AND WHERE THEY MAY BE PLACED.


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weareown.com

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COA# 00062

BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION #01	08/13/2025

DRAWING INFORMATION

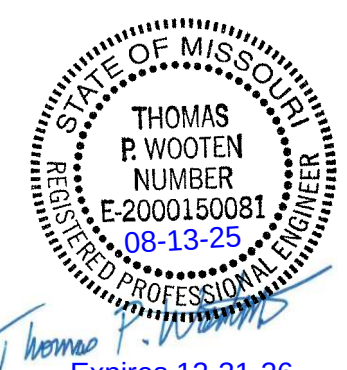
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DRAWN BY: CVM

CHECK BY: TPW

ISSUED DATE: 07/21/2025

FIELD BOOK:



ISSUED BY:

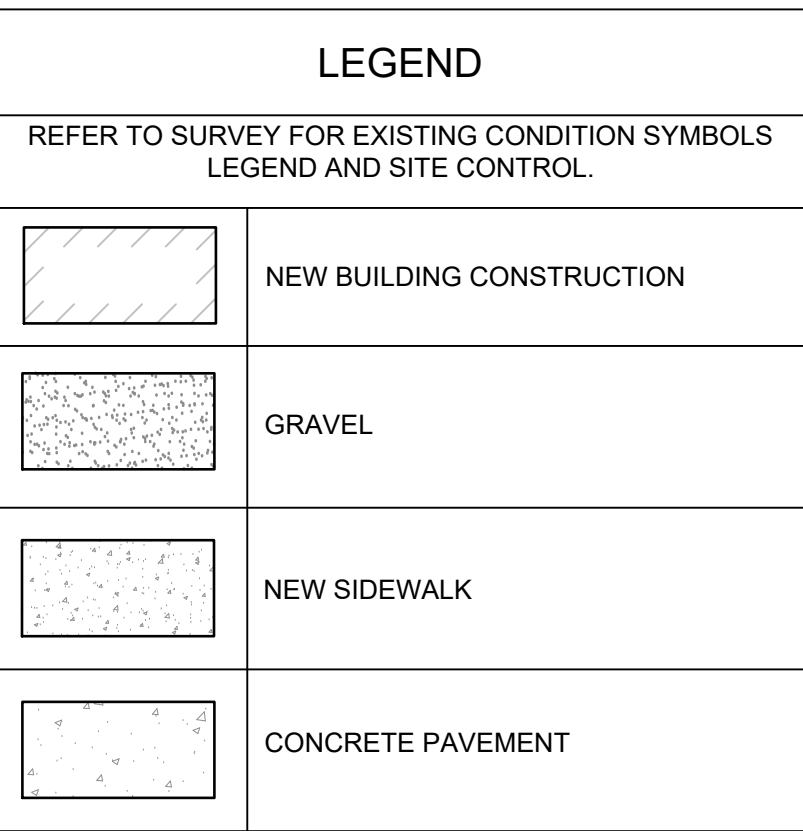
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SHEET TITLE

**OVERALL
LAYOUT AND
DIMENSION PLAN**

SHEET NUMBER

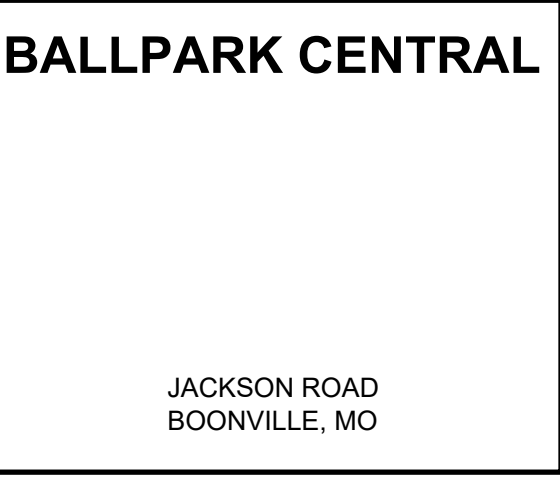
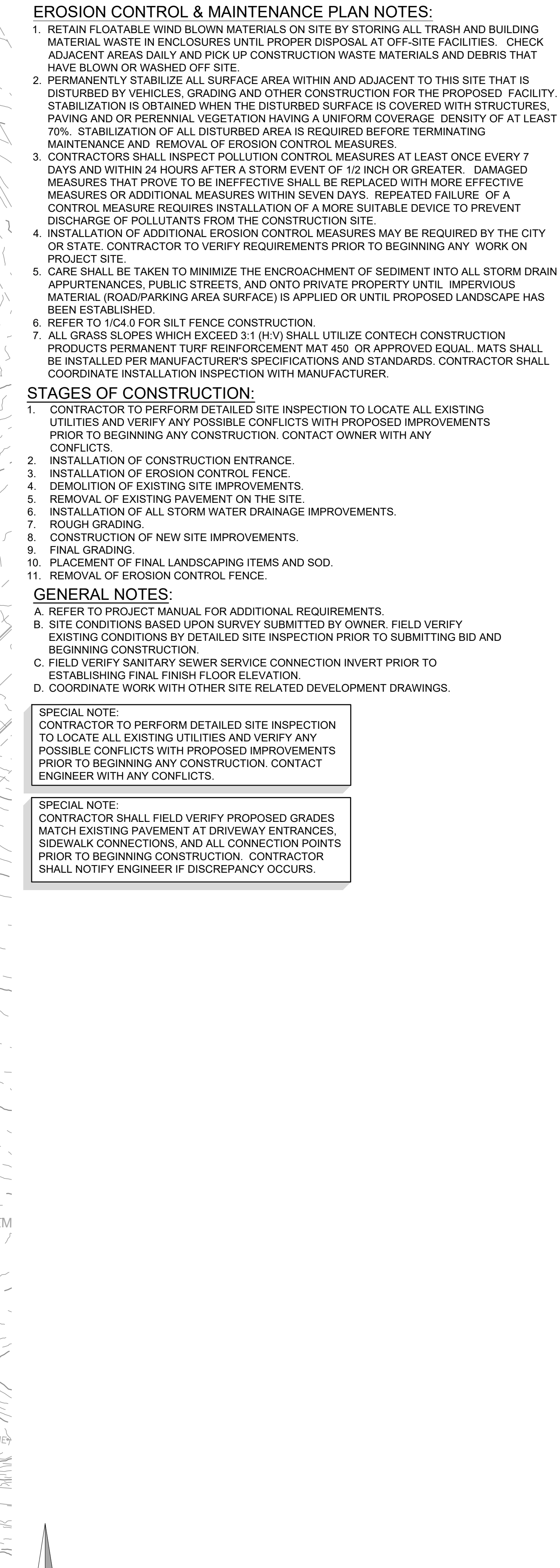
C1.1
01 OF 16



SHEET NUMBER

C1.4

04 OF 16



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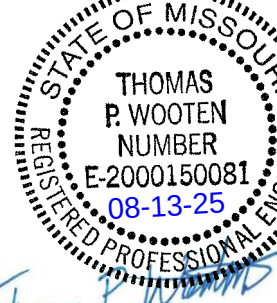
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CHECK BY: TPW

ISSUED DATE: 07/21/2025

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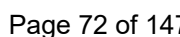


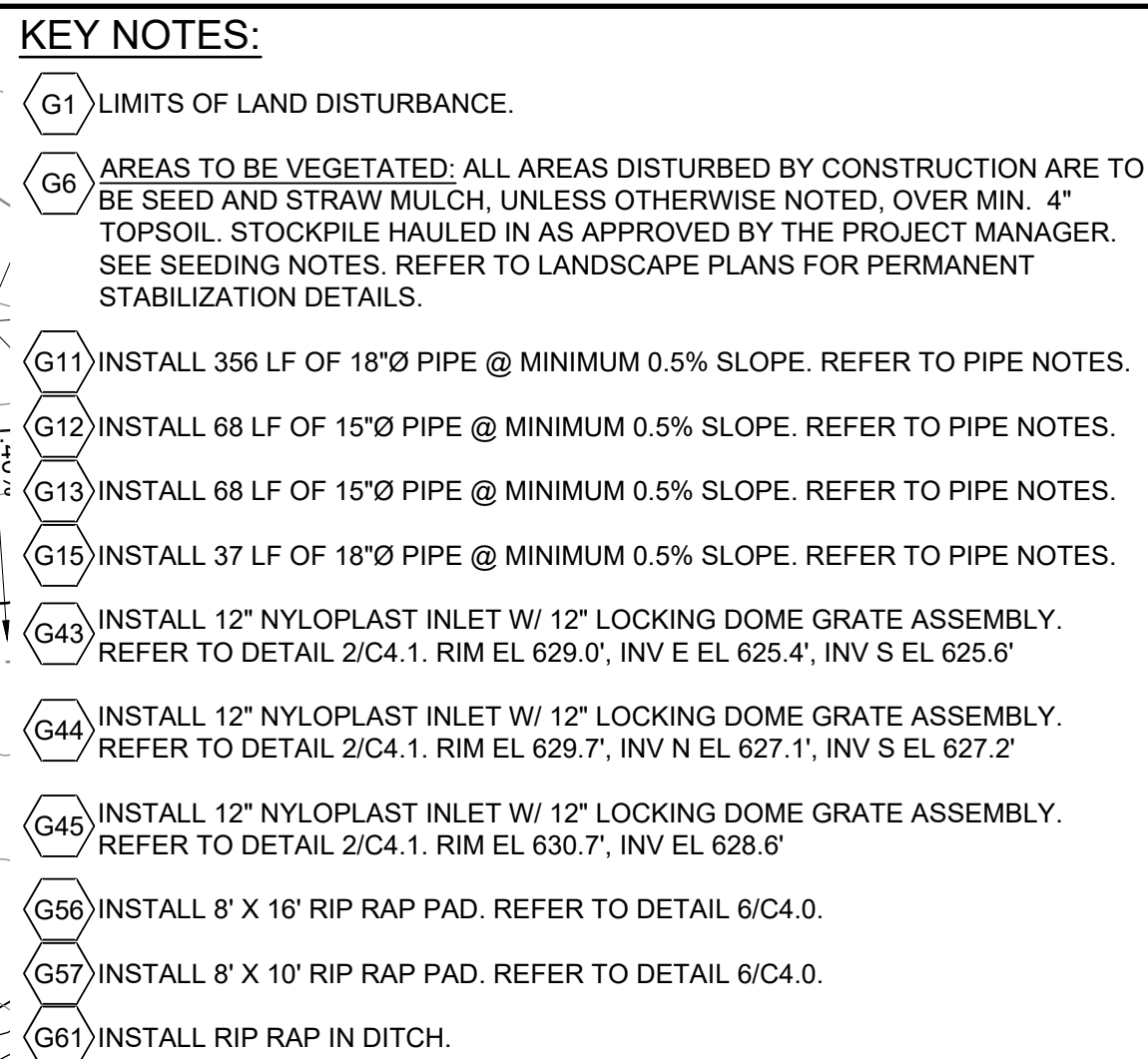
Expires 12-31-26

ISSUED BY:

LICENSE NO:

1 OVERALL GRADING AND ESC PLAN
C2.1 SCALE: 1" = 60'



[illegible]

DRAWING INFORMATION

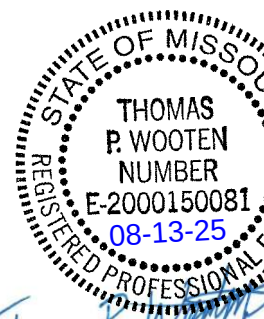
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CHECK BY: TPW

ISSUED DATE: 07/21/2025

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Expires 12-31-26

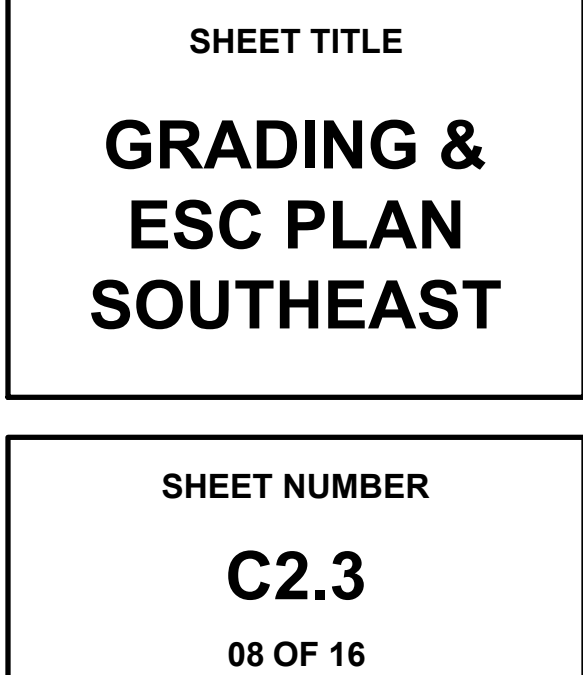
ISSUED BY:

LICENCE NO:

SHEET TITLE GRADING & ESC PLAN SOUTHWEST
SHEET NUMBER C2.2 07 OF 16



LEGEND		
REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.		
— — 1335 — —	EXISTING GRADE LINES	
—— 1335 ——	PROPOSED NEW GRADE LINES	
————>————	DRAINAGE SWALE	
	NEW SPOT ELEVATIONS	
	LIST	ABBREVIATION
	GRADE	NONE
	SIDEWALK	SW
	TOP OF WALL	TW
	BOTTOM OF WALL	BW
	TOP OF CURB	TC
	TOP OF PAVEMENT	PVT
	NEW GRADE	GD
	CONCRETE	CONC
	EXISTING TOP OF CURB	ETC
	EXISTING GRADE	EGD
	EXISTING PAVEMENT	EPVT
	EXISTING SIDEWALK	ESW
	LADOT PAVEMENT (+3.5")	NPVT
	FLOW LINE	FL
TOP OF BERM	TOP	





G24 INSTALL 21 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES.

G25 INSTALL 25 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES. COORDINATE UNDERDRAIN CONNECTION WITH TURF SUPPLIER.

G26 INSTALL 25 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES. COORDINATE UNDERDRAIN CONNECTION WITH TURF SUPPLIER.

G27 INSTALL 97 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES.

G28 INSTALL 44 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES. COORDINATE UNDERDRAIN CONNECTION WITH TURF SUPPLIER.

G29 INSTALL 44 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES. COORDINATE UNDERDRAIN CONNECTION WITH TURF SUPPLIER.

G30 INSTALL 273 LF OF 15"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES.

G38 INSTALL 364 LF OF 12"Ø PIPE @ MINIMUM 0.5% SLOPE. REFER TO PIPE NOTES.

G46 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 619.5', INV E EL 611.91', INV SW EL 614.9', INV NW EL 612.0'. INV N/S EL 617.44'

G47 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 619.9', INV NE EL 616.7', INV S EL 616.8'.

G48 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 619.8', INV N EL 617.6', INV E EL 617.7', INV W EL 617.9'.

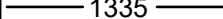
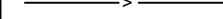
G49 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 620.6', INV SE EL 612.78', INV N EL 616.6', INV SW EL 612.9'.

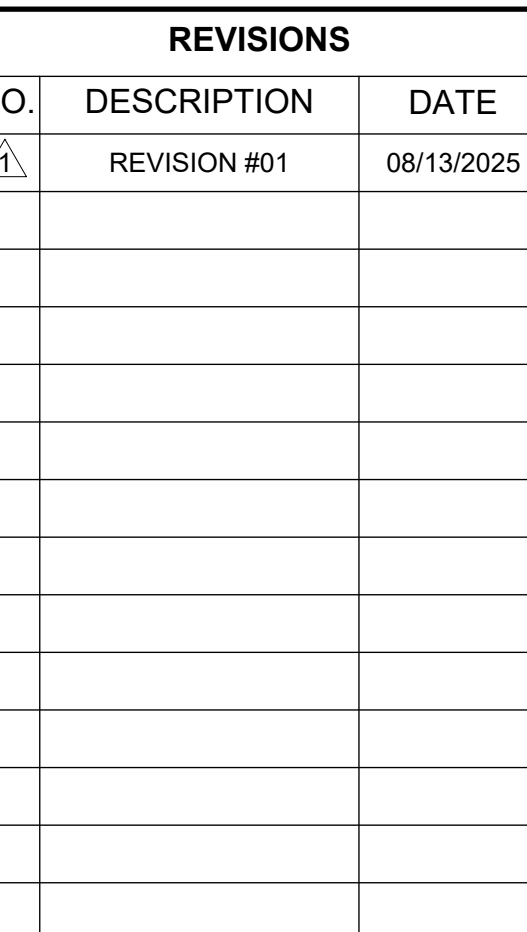
G50 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 620.5', INV S EL 617.6', INV N EL 617.7', INV W EL 617.8'.

G51 INSTALL 12" NYLOPLAST INLET W/ 12" LOCKING FLAT GRATE ASSEMBLY. REFER TO DETAIL 2/C4.1. RIM EL 619.6', INV NE EL 613.7', INV N/S EL 617.64'.

G54 EXISTING STORM PIPE TO BE PRESERVED.

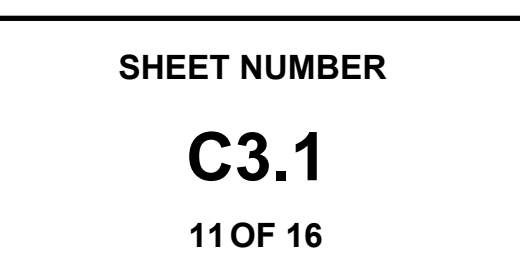
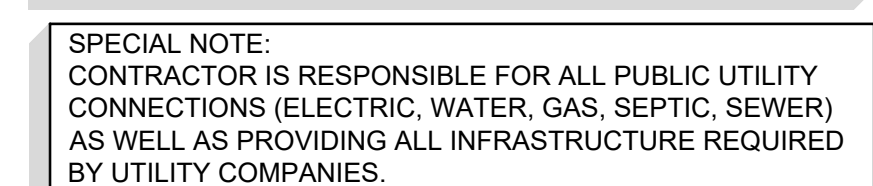
G59 INSTALL APPROXIMATELY 15900 SQ. FT. OF TYPE 2 DITCH LINER PER MODOT SPECIFICATION 609.60 OR TURF REINFORCEMENT MAT. REFER TO DETAIL 1/C4.2 FOR TURF REINFORCEMENT MAT.

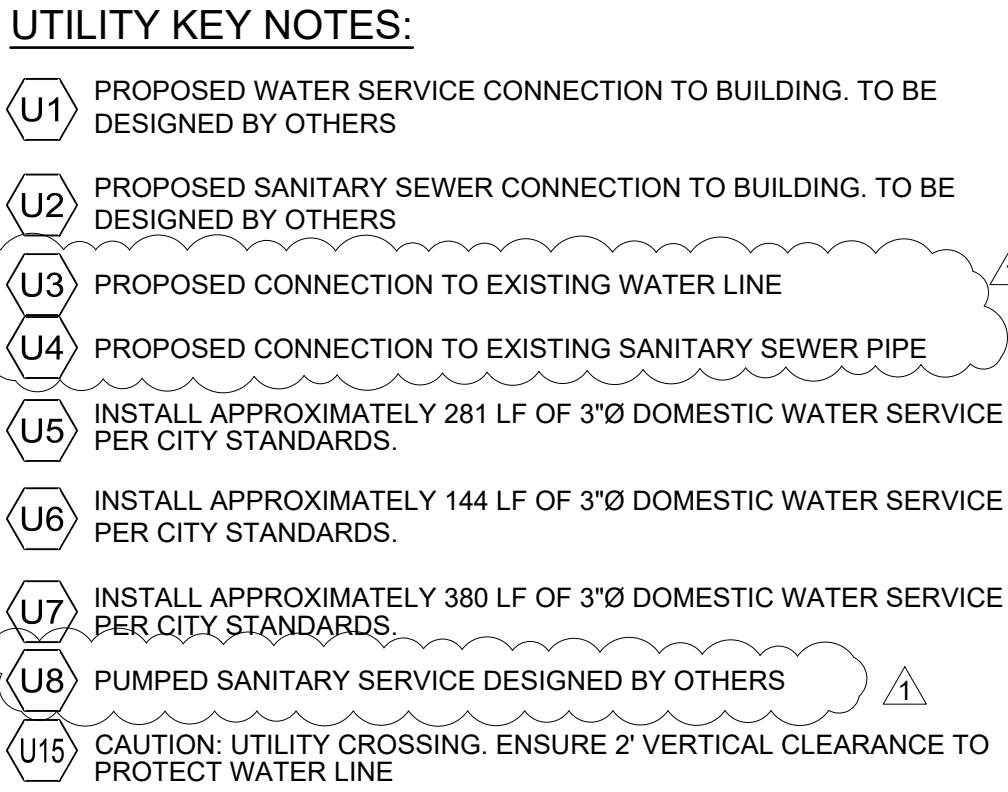
LEGEND	
REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.	
	EXISTING GRADE LINES
	PROPOSED NEW GRADE LINES
	DRAINAGE SWALE
	NEW SPOT ELEVATIONS
	LIST GRADE SIDEWALK TOP OF WALL BOTTOM OF WALL TOP OF CURB TOP OF PAVEMENT NEW GRADE CONCRETE EXISTING TOP OF CURB EXISTING GRADE EXISTING PAVEMENT EXISTING SIDEWALK LADDT PAVEMENT (+3.5") FLOW LINE TOP OF BERM ABBREVIATION NONE SW TW BW TC PVT GD CONC ETC EGD EPVT ESW NPVT FL TOP



LICENSE NO:

09 OF 16





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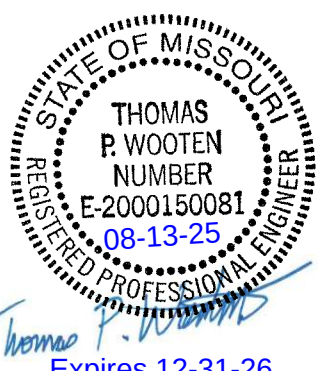
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DRAWN BY: CVM

CHECK BY: TPW

ISSUED DATE: 07/21/2025

FIELD BOOK:



ISSUED BY:

LICENSE NO:

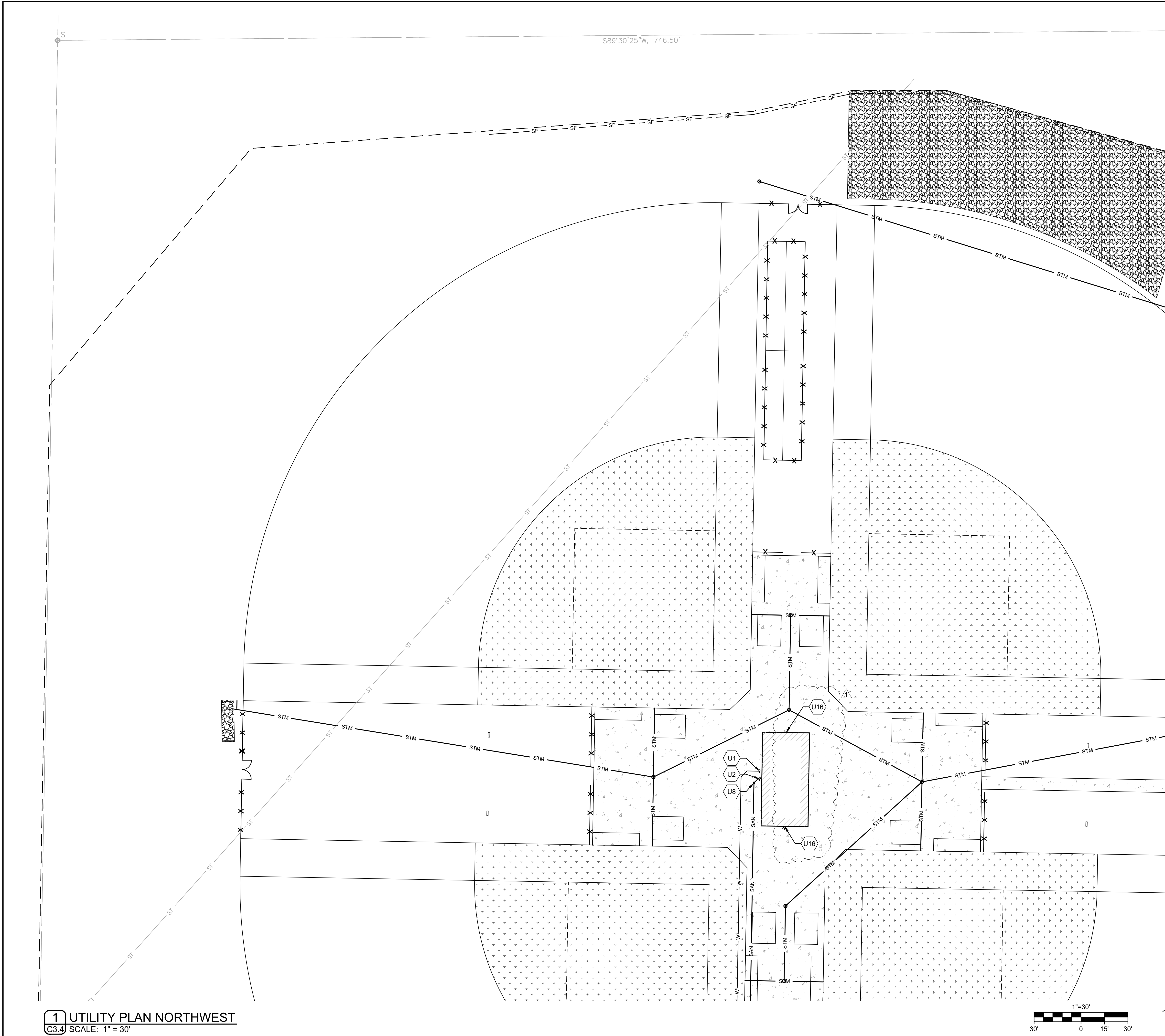
SHEET TITLE

**UTILITY PLAN
SOUTHWEST**

SHEET NUMBER

C3.2

12 OF 16



- UTILITY KEY NOTES:**
- U1 PROPOSED WATER SERVICE CONNECTION TO BUILDING. TO BE DESIGNED BY OTHERS
 - U2 PROPOSED SANITARY SEWER CONNECTION TO BUILDING. TO BE DESIGNED BY OTHERS
 - U3 PROPOSED CONNECTION TO EXISTING WATER LINE
 - U4 PROPOSED CONNECTION TO EXISTING SANITARY SEWER PIPE
 - U5 INSTALL APPROXIMATELY 281 LF OF 3"Ø DOMESTIC WATER SERVICE PER CITY STANDARDS.
 - U6 INSTALL APPROXIMATELY 144 LF OF 3"Ø DOMESTIC WATER SERVICE PER CITY STANDARDS.
 - U7 INSTALL APPROXIMATELY 380 LF OF 3"Ø DOMESTIC WATER SERVICE PER CITY STANDARDS.
 - U8 PUMPED SANITARY SERVICE DESIGNED BY OTHERS
 - U15 CAUTION: UTILITY CROSSING. ENSURE 2' VERTICAL CLEARANCE TO PROTECT WATER LINE
 - U16 APPROXIMATE WALL PACK LOCATION, TYP. COORDINATE WITH OWNER.

NEW UTILITIES SYMBOLS	
(SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS)	
— W —	WATER SERVICE
— SAN —	SANITARY SEWER SERVICE
— UGE —	U/G ELECTRIC
— UGT —	U/G PHONE
— GAS —	U/G GAS SERVICE
— OHE —	OVERHEAD ELECTRIC
— OHT —	OVERHEAD PHONE
— FO —	FIBER OPTIC CABLE

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BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION #01	08/13/2025

DRAWING INFORMATION

PROJECT NO: 25CO10006

DRAWN BY: CVM

CHECK BY: TPW

ISSUED DATE: 07/21/2025

FIELD BOOK:

THOMAS P. WOOTEN
NUMBER E-2000150081
08-13-25
PROFESSIONAL ENGINEER
Expires 12-31-26

ISSUED BY:

LICENSE NO: _____

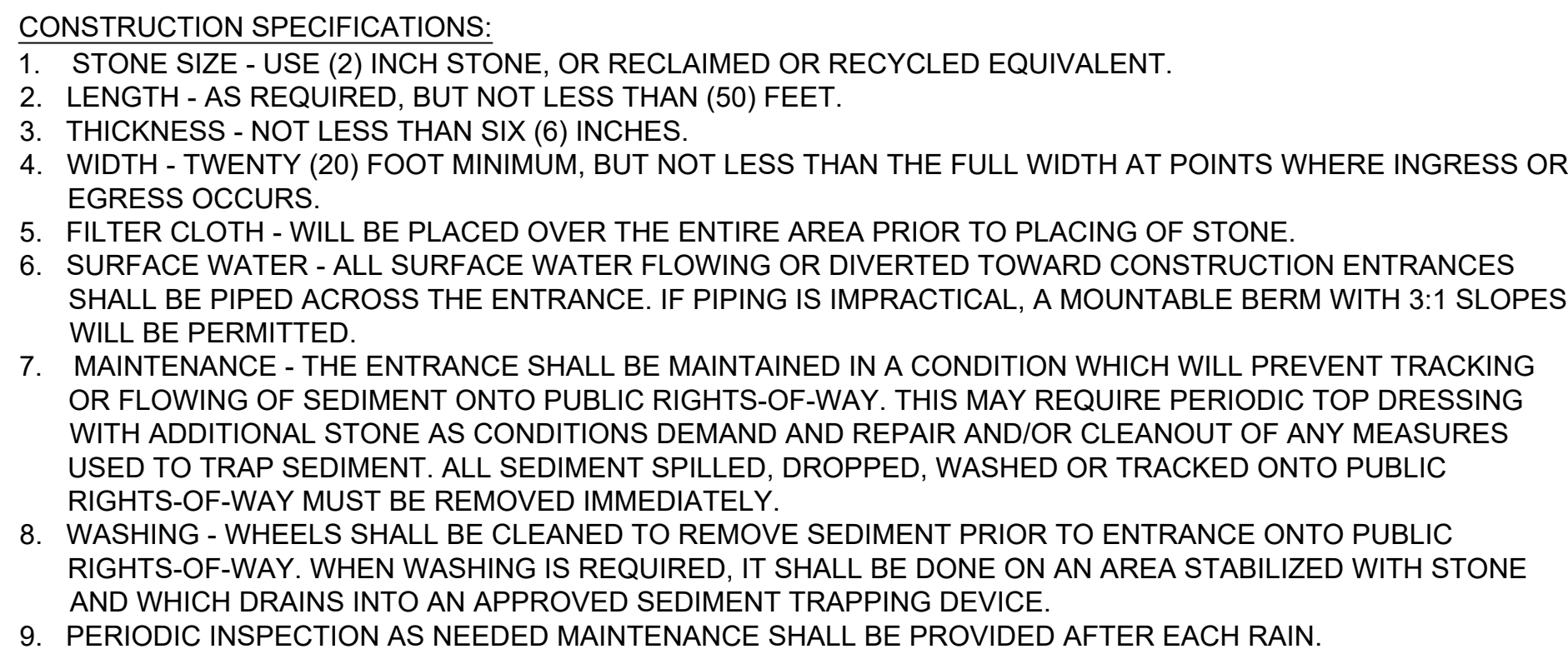
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**UTILITY PLAN
NORTHWEST**

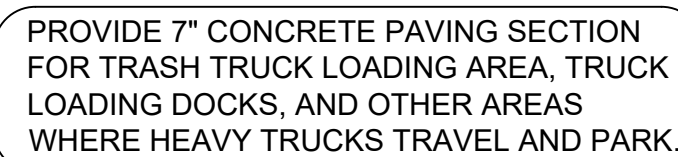
SHEET NUMBER

C3.3

13 OF 16



- ## 4 GRAVEL ROAD SECTION



PROVIDE CONTROL JOINTS AT
10' O.C. (25% SLAB THICKNESS)

- NOTES:

1. SUBGRADE MUST BE STABLE AND HARD UNDER PROOF ROLLING WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO INSTALLING BASE ROCK.
2. SOILS MUST BE PLACED AND COMPACTED TO A MINIMUM OF 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 WITH MAXIMUM LOOSE LIFT OF 8".
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE LAYER OF BASE ROCK MATERIAL SHALL NOT EXCEED 6 INCHES WITH EACH LIFT COMPACTED TO 100% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (STANDARD PROCTOR).
4. CONCRETE PAVEMENTS SHOULD MEET THE REQUIREMENTS OF SECTION 502 OF THE MODOT STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE PAVEMENTS.
5. CARE MUST BE TAKEN TO DEVELOP POSITIVE DRAINAGE ACROSS AND FROM AROUND THE PAVEMENT EDGES. WATER ALLOWED TO POND ON OR ADJACENT TO PAVEMENTS WOULD INCREASE THE POTENTIAL FOR MOISTURE INTRUSION INTO THE SUBGRADE SOILS AND COULD RESULT IN PREMATURE PAVEMENT FAILURE.
6. A MAINTENANCE PROGRAM THAT INCLUDES SURFACE SEALING, JOINT CLEANING AND SEALING AND TIMELY REPAIR OF CRACKS AND DETERIORATED AREAS WILL HELP PRESERVE THE PAVEMENT LIFE.
7. 28 DAY COMPRESSIVE STRENGTH TO BE 4000 PSI.
8. THE BASE ROCK SHOULD MEET THE REQUIREMENTS OF SECTION 1007 FOR TYPE 1 AGGREGATE OF THE MODOT STANDARD SPECIFICATIONS.



1. HAND PLACE RIP-RAP IN ALL PLACES AS INDICATED ON THE PLAN.
2. THE STONE FOR RIP-RAP SHALL CONSIST OF FIELD STONE OR ROUGH UNHEWN QUARRY STONE AS NEARLY AS UNIFORM, IN SECTION AS PRACTICAL.
3. THE STONES SHALL BE DENSE, RESISTANT TO THE ACTION OF AIR AND WATER, AND SUITABLE IN ALL ASPECTS FOR THE PURPOSE INTENDED UNLESS OTHERWISE SPECIFIED.
4. ALL STONES USED AS RIP-RAP SHALL WEIGH BETWEEN 50-150 POUNDS EACH, AND AT LEAST 60 PERCENT OF THE STONES SHALL WEIGH MORE THAN 100 POUNDS EACH.
5. STONES SHALL BE A MINIMUM OF 12" IN DIAMETER AND PLACED A MINIMUM OF 18" BELOW FINISH GRADE.
6. RIPRAP PAD SHALL HAVE NO SLOPE FOR THE LENGTH OF THE RIPRAP PAD.
7. FINISHED GRADE ADJACENT TO THE RIPRAP PAD SHALL BE A MINIMUM OF 6" ABOVE THE RIPRAP PAD BOTTOM.



JACKSON ROAD
BOONVILLE, MO

DRAWING INFORMATION

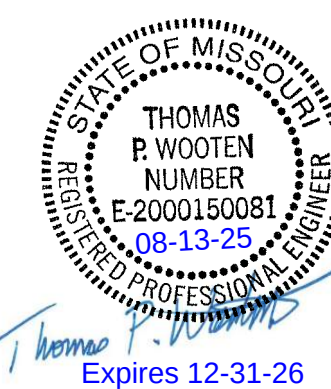
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CHECK BY: TPW

ISSUED DATE: 07/21/2025

FIELD BOOK:



ISSUED BY:

LICENSE NO:

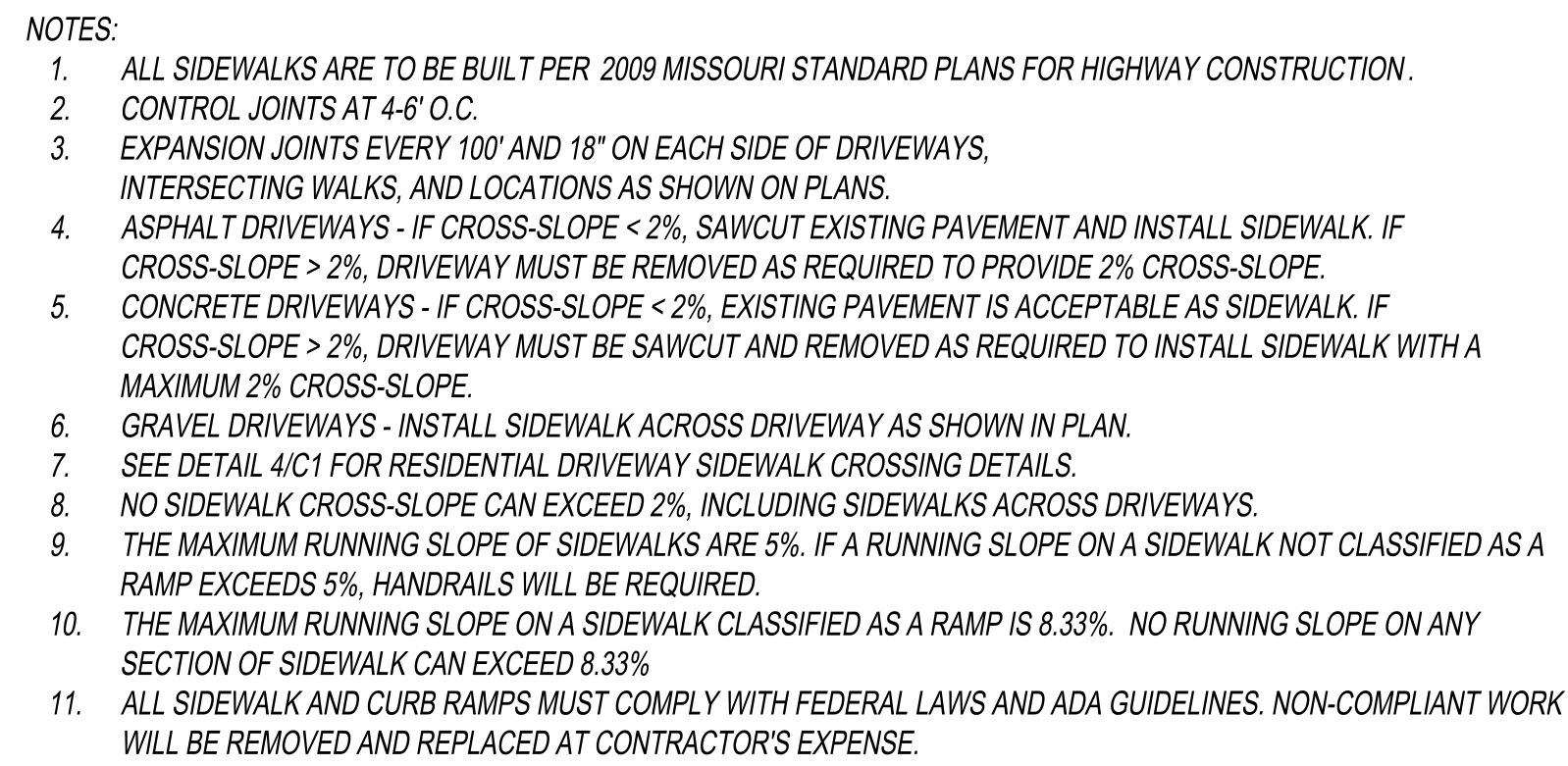
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DETAILS

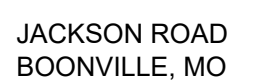
SHEET NUMBER

C4.0

14 OF 16



2 TYPICAL SIDEWALK CROSS-SECTION

[illegible]

DRAWING INFORMATION

FIELD BOOK:



SHEET TITLE

DETAILS

SHEET NUMBER

C4.2

16 OF 16

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND AS A “BLIGHTED AREA” PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI AND APPROVING A DEVELOPMENT PLAN AND A DEVELOPMENT AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of Boonville, Missouri (the “City”), is authorized to undertake certain redevelopment projects pursuant to Chapter 353 of the Revised Statutes of Missouri (“Chapter 353”); and

WHEREAS, on or about August ___, 2025, Colossians 317 Titleholder, LLC (the “Developer”) submitted the Development Plan for the Second and Vine Redevelopment Area (the “Development Plan”), attached as **Exhibit A** hereto and incorporated herein by reference, which envisions the redevelopment of approximately 1.66 acres located along Second Street between Vine Street and Chestnut Street in the City (as further described in the Development Plan, the “Redevelopment Area”); and

WHEREAS, included as **Appendix 3** to the Development Plan is an analysis prepared by Mid-Missouri Regional Planning Commission (the “Blight Analysis”), which documents the current conditions of the Redevelopment Area and supports a finding that the Redevelopment Area is a “blighted area” as defined in Chapter 353; and

WHEREAS, on September 2, 2025, the City Council held a public hearing concerning the Development Plan (the “Public Hearing”);

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

Section 1. Upon due consideration of the Development Plan, the Blight Analysis and the testimony presented at the Public Hearing, it is hereby found, determined and declared that the Redevelopment Area is a “blighted area,” as defined in Chapter 353.

Section 2. The City Council hereby determines, finds and declares that approval of the Development Plan and construction of the redevelopment project described therein are necessary or desirable for the preservation of the public peace, property, health, safety, morals and welfare of the community and are in the best interest of the City and its citizens. The Development Plan is hereby approved.

Section 3. The City is hereby authorized to enter into the Development Agreement, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials of the City executing the Development Agreement and consistent with the intent hereof, such officials’ signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Development Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement.

Section 4. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless

the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall take effect and be in full force from and after its adoption by the City Council and approval by the Mayor.

FIRST READING: SEPTEMBER 2, 2025

**READ FOR THE SECOND TIME AND PASSED THIS ____ DAY OF _____, 2025,
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC
INSPECTION PRIOR TO ITS FIRST READING.**

APPROVED THIS ____ DAY OF _____, 2025.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

DEVELOPMENT PLAN

(On file with the City Clerk)

EXHIBIT B
DEVELOPMENT AGREEMENT
(On file with the City Clerk)

Development Plan for the Second and Vine Redevelopment Area

City of Boonville, Missouri

August 21, 2025

1. Introduction

The purpose of this Development Plan is to document the conditions that justify the use of partial tax abatement under Chapter 353 of the Revised Statutes of Missouri (“Chapter 353”) in connection with the redevelopment of a portion of the City of Boonville, Missouri (the “City”).

The proposed redevelopment area (the “Redevelopment Area”) consists of three parcels totaling approximately 1.66 acres in the City (the “Redevelopment Area”). The Redevelopment Area is depicted on **Appendix 1** and legally described on **Appendix 2**.

Colossians 317 Titleholder, LLC (the “Developer”) has proposed the use of tax abatement under Chapter 353 to fund a portion of the costs associated with the development of residential apartments and commercial space, as described herein (the “Redevelopment Project”).

2. Use of Chapter 353

Chapter 353 allows cities and counties to provide real property tax abatement within “blighted areas” for up to 25 years. Under this program, a city or county may approve a development plan to encourage the redevelopment of a blighted area. To be eligible for the abatement, an urban redevelopment corporation must take title to the property to be redeveloped.

During the first 10 years of tax abatement, (1) 100% of the incremental increase in real property taxes on the land are abated, (2) 100% of the real property taxes on all improvements are abated, and (3) the property owner continues to pay real property taxes on the land in the amount of taxes on such land (without consideration of improvements) in the year before the urban redevelopment corporation takes title.

During the next 15 years, between 50% and 100% of the real property taxes on all land and all improvements are abated. Payments in lieu of taxes (“PILOTS”) may be imposed on the urban redevelopment corporation by contract with the city or county, as applicable, to achieve an effective tax abatement that is less than the abatement established by statute. PILOTS are paid on an annual basis to replace all or part of the real estate taxes that are abated. PILOTS are allocated to each taxing district according to their proportionate share of ad valorem property taxes.

On July 7, 2025, the City Council adopted Ordinance No. 4694, which establishes procedures for providing notice of the public hearing and tax impact statement as required by Section 353.110.3 of the Revised Statutes of Missouri.

3. The Redevelopment Area

The Redevelopment Area includes a long-vacant building originally constructed for the Phoenix American Pipe Co. and later occupied by Toastmaster, Inc. (the “Building”). The Building has not been permanently occupied for more than 20 years. The Mid-Missouri Regional Planning Commission has prepared an analysis (the “Blight Analysis”) of the conditions within the Redevelopment Area and has concluded that the Redevelopment Area qualifies as a “blighted area” within the meaning of Chapter 353. A copy of the Blight Analysis, which includes photos depicting the Building, is included in **Appendix 3**. Under Chapter 353, a “blighted area” is defined as “an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, . . . constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.”

4. Redevelopment Project

This Development Plan proposes a Redevelopment Project consisting of the rehabilitation and renovation of the Building to include approximately 38 residential apartments and approximately 1,500 square feet of commercial space. The total estimated cost of the Redevelopment Project is \$4,000,000. Completion of the Redevelopment Project will remediate the blighting conditions described in the Blight Analysis. The Developer commenced construction of the Redevelopment Project in June, 2025 and expects to complete construction by December, 2026.

5. Proposed Tax Abatement

Chapter 353 permits up to 25 years of partial tax abatement. This Development Plan proposes that partial tax abatement be granted to the Second and Vine Redevelopment Corporation (the “Corporation”) and its successors and assigns under Chapter 353 to incentivize the redevelopment of the Redevelopment Area and the remediation of the blighted area conditions described in the Blight Analysis.

This Development Plan provides for partial tax abatement for all 25 years as follows:

(a) During years 1-10 of the abatement period, taxes for the Redevelopment Area will be based on the assessed value of the land, exclusive of improvements, in the year prior to the Corporation’s acquisition of the real property in the Redevelopment Area. However, during that period, the Corporation (and any successor property owner) will make contractual payments in lieu of taxes (“PILOTs”) that, together with any unabated taxes, will equal the taxes paid on the value of the land and the improvements during the calendar year ending December 31, 2025. Accordingly, during this period, 100% of the taxes attributable to any increase in the assessed value over the current assessed value of the land and improvements will be abated.

(b) During years 11-25 of the abatement period, taxes will be based on the total assessed value of the Redevelopment Area, including both the assessed value of the land and the assessed value of any improvements, using 50% of the Redevelopment Area's true value. Accordingly, during this period, 50% of the taxes, based on the then-current true value of the land and improvements, will be abated.

Each PILOT will be divided pro rata among the taxing districts that levy ad valorem real property taxes in the Redevelopment Area based on each taxing district's then-current levy rate.

A tax impact statement showing the effect of the proposed abatement on each applicable taxing district has been prepared and furnished to the applicable taxing districts in accordance with Chapter 353 and Ordinance No. 4694.

6. Findings

Following a public hearing in accordance with Chapter 353 and Ordinance No. 4694, the City Council will consider whether to make the following findings:

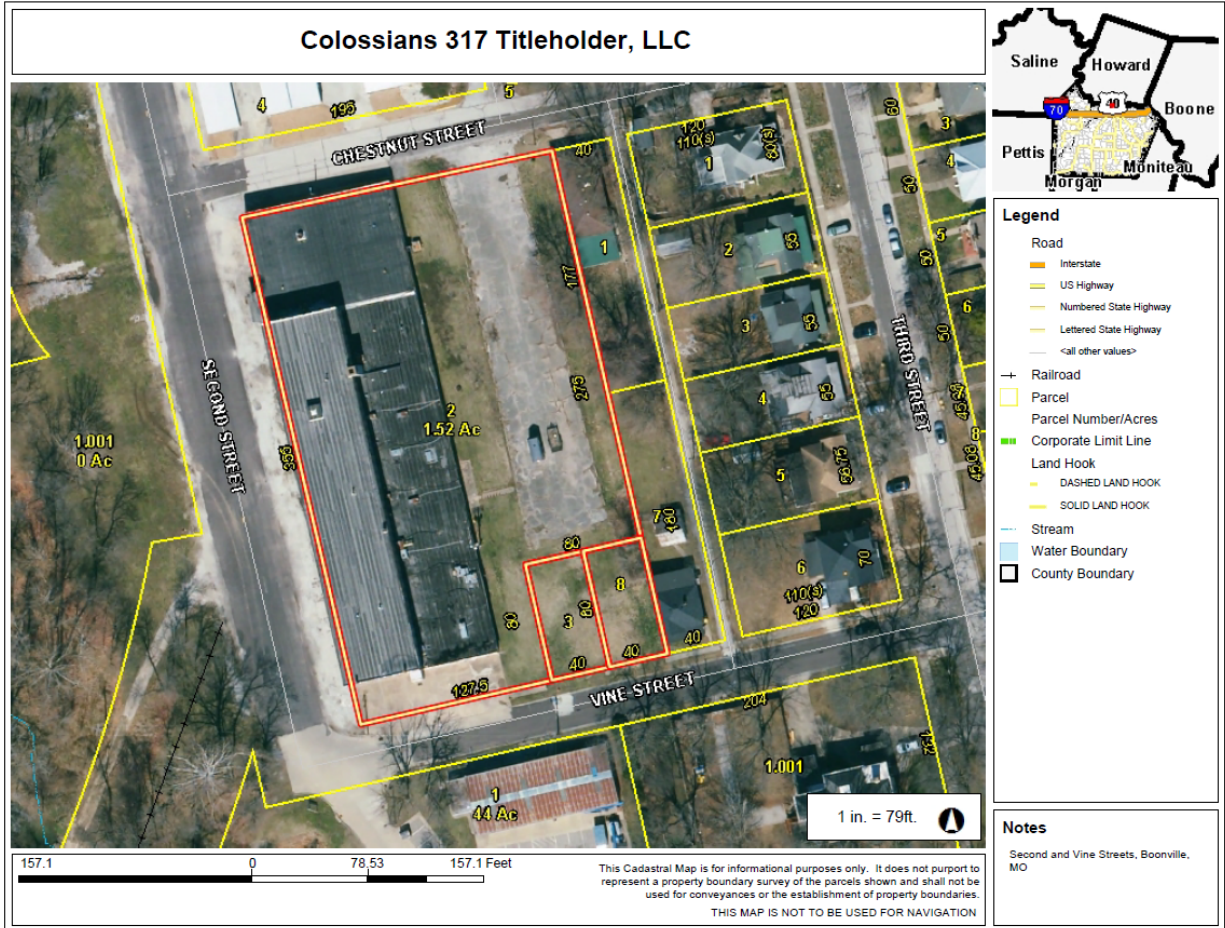
(a) That the Redevelopment Area is a "blighted area" as defined in Chapter 353.

(b) That the approval of the Development Plan and the construction of the Redevelopment Project are in the best interest of the City and its citizens.

* * *

APPENDIX 1

MAP OF REDEVELOPMENT AREA



APPENDIX 2

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

The following property in Cooper County, Missouri:

Tract 1

Starting at an iron bar, the centerline intersection of Third and Vine Streets in Boonville, Missouri; said iron bar being S15°17'E, 723.5 feet from the centerline intersection of Third and Spring Streets shown by the original town plat of Boonville, Missouri. Said iron bar is further located by an unrecorded survey of Kemper Campus at the centerline intersection of Third and Vine Street and said intersection is also shown by Mack's Addition to the City of Boonville, Missouri. From said iron bar N15°17'W, 20.0 feet; thence S74°30'W 37.5 feet to the West line of Third Street; thence continuing S74°30'W along the North line of Vine Street 250.0 feet to the point of beginning, From the point of beginning 74°30'W, along the North line of Vine Street, 125.0 feet to the East line of Second Street; thence N15°17'W, along the East line of Second Street; 356.0 feet to the South line of Chestnut Street, thence N74°30'E, along the South line of Chestnut, 203.65 feet; thence S15°30'E, 275.75 feet; thence South 74°34'W, 80.0 feet; thence S15°30'E, 80.25 feet to the point of beginning, lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49) North, Range Seventeen (17) West 5th P.M. and in the corporate limits of the City of Boonville, Cooper County, Missouri.

Tract 2

Beginning on the North line of Vine Street at a point One Hundred Twenty-seven and one half (127½) feet East of the East line of Second Street in the City of Boonville, Missouri, and running thence North at right angles to Vine Street Eighty (80) feet, thence East on a line parallel with Vine Street Forty (40) feet, thence South on a line parallel with Second Street Eighty (80) feet to Vine Street, thence West on North line of Vine Street Forty (40) feet to the place of beginning, and lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49), Range Seventeen (17), West 5th P.M., and in the corporate limits of the City of Boonville, Cooper County, Missouri.

Tract 3

Beginning on the North line of Vine Street, in the City of Boonville, Missouri, at a point One Hundred Sixty-seven and one-half (167½) feet East of the East line of Second Street, and running thence North at right angles to Vine Street Eighty (80) feet, thence East on a line parallel to said Vine Street Forty (40) feet, thence South on a line parallel with said Second Street Eighty (80) feet to said Vine Street, thence West on the North line of Vine Street Forty (40) feet to the point of beginning, and lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49) North, Range Seventeen (17) West 5th P.M. and in the corporate limits of the City of Boonville, Cooper County, Missouri.

APPENDIX 3

BLIGHT ANALYSIS

[On file with the City Clerk]

**DEVELOPMENT AGREEMENT
FOR THE
SECOND AND VINE REDEVELOPMENT AREA
AMONG THE
CITY OF BOONVILLE, MISSOURI,
SECOND AND VINE REDEVELOPMENT CORPORATION,
AND
COLOSSIANS 317 TITLEHOLDER, LLC**

Dated: September 15, 2025

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Exhibit A – Legal Description of the Redevelopment Area
Exhibit B -- Description of the Redevelopment Project
Exhibit C – Form of Certificate of Substantial Completion
Exhibit D – Form of Transferee Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2025, by and among the **CITY OF BOONVILLE, MISSOURI** (the “City”), a third-class city and political subdivision of the State of Missouri, **SECOND AND VINE REDEVELOPMENT CORPORATION** (the “Corporation”), a Missouri urban redevelopment corporation, and **COLOSSIANS 317 TITLEHOLDER, LLC** (the “Developer”), a Missouri limited liability company (the City, the Corporation and the Developer may each be referred to herein as a “Party” and collectively as the “Parties”).

RECITALS

A. On **August 19**, 2025, the Developer submitted the “Second and Vine Development Plan” (the “Development Plan”) to the City concerning three parcels totaling approximately 1.66 acres located along Second Street between Vine Street and Chestnut Street in the City and more particularly described on **Exhibit A** attached hereto (the “Redevelopment Area”).

B. The Development Plan contemplates a “Redevelopment Project” consisting of the construction of approximately 38 market-rate apartments and approximately **1,500** square feet of commercial space, as more fully described on **Exhibit B** hereto.

C. The Development Plan was submitted pursuant to Chapter 353 of the Revised Statutes of Missouri (the “Act”).

D. On **September 2**, 2025, the City Council held a public hearing concerning the approval of the Development Plan in accordance with the requirements of the Act and Ordinance No. 4694 (the “Procedural Ordinance”).

E. On **September 15**, 2025, the City Council adopted Ordinance No. [REDACTED] (1) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Act, (2) approving the Development Plan and (3) authorizing and directing the City to enter into this Agreement.

F. The Parties desire to enter into this Agreement to provide for the process by which the Development Plan will be implemented, including, without limitation, (1) the construction of the Redevelopment Project and (2) the grant of partial real property tax abatement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE I

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

“Approving Ordinance” means Ordinance No. [REDACTED], adopted by the City Council on September 15, 2025.

“Certificate of Substantial Completion” means a Certificate of Substantial Completion in substantially the same form as **Exhibit C** attached hereto, to be delivered by the Developer pursuant to **Section 2.05**.

“City Code” means the Code of General Ordinances of the City of Boonville, Missouri, as the same may be amended from time to time.

“Collector” means the Collector of Revenue of Cooper County.

“Construction Inspector” means the City’s Building Official or his or her designee.

“Corporation” means the Second and Vine Redevelopment Corporation, an urban redevelopment corporation formed under the Act, and its permitted successors and assigns.

“Developer” means Colossians 317 Titleholder, LLC and its permitted successors and assigns.

“Development Plan” means the Second and Vine Development Plan approved by the City pursuant to the Approving Ordinance.

“PILOTs” means the payments in lieu of taxes to be made by the Developer pursuant to **Section 4.01**.

“Procedural Ordinance” means City Ordinance No. 4694, as may be amended from time to time.

“Property” means the real property included in the Redevelopment Area.

“Redevelopment Area” means the area described on **Exhibit A** attached hereto, within which the Redevelopment Project will be constructed pursuant to this Agreement.

“Substantial Completion” shall mean the substantial completion of the Redevelopment Project, as evidenced by the acceptance or deemed acceptance of a Certificate of Substantial Completion.

“Transferee Agreement” means the Transferee Agreement in substantially similar form to **Exhibit D** to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

Section 1.02 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

- (a) Exhibit A – Legal Description of the Redevelopment Area
- (b) Exhibit B – Description of the Redevelopment Project
- (c) Exhibit C – Form of Certificate of Substantial Completion
- (d) Exhibit D – Form of Transferee Agreement

ARTICLE II

REDEVELOPMENT PROJECT

Section 2.01 Redevelopment Project. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause the construction of, the Redevelopment Project, in accordance with the Development Plan, this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.02 Control of Property. The Developer owns or has the option to acquire all real property necessary to complete the Redevelopment Project.

Section 2.03 Schedule. The Developer shall cause the completion of the Redevelopment Project in accordance with the following schedule (subject to any excusable delay permitted by **Section 3.01**):

Provide Evidence of Financing	Upon execution of Agreement
Commence Construction	Within 30 days after execution of Agreement
Substantial Completion	Within 18 months after execution of Agreement

Section 2.04 City Approvals to Control. The Developer shall obtain or cause to be obtained all necessary zoning, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein or in the Development Plan, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.05 Substantial Completion. After Substantial Completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish a Certificate of Substantial Completion to the Construction Inspector. The Construction Inspector shall, within 45 days following delivery of the Certificate of Substantial Completion, carry out such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, before the end of such 45-day period after delivery of the Certificate of Substantial Completion to the Construction Inspector, the Construction Inspector furnishes the Developer with specific written objections to the status of the work, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 45 days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Cooper County Recorder of Deeds, and the same shall constitute

evidence of the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

Section 2.06 Insurance.

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the construction of the Redevelopment Project and continuing (with respect to (1) and (2) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with "Acord" certificates of insurance on:

(1) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). "Full Insurable Value" means the actual replacement cost of the Redevelopment Project;

(2) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2025 is equal to \$3,448,710 for all claims arising out of a single accident or occurrence and \$517,306 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri; and

(3) Workers' compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter and throughout the term of this Agreement, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

ARTICLE III

EXCUSABLE DELAY

Section 3.01 Excusable Delay. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed one year), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, governmental action,

fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Approving Ordinance or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the City Administrator in his or her reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or the Corporation or attributable to actions or inaction by the Developer or the Corporation.

ARTICLE IV

FINANCIAL INCENTIVES

Section 4.01 Tax Abatement.

(a) To initiate the partial tax abatement contemplated by this Agreement, the Developer shall convey to the Corporation, by special warranty deed, title to the Property. Upon such conveyance, the Corporation shall re-convey the parcels comprising the Property to the Developer. If the Developer fails to complete the Redevelopment Project within the time set forth in **Second and Vine Redevelopment Project**, the development rights hereunder, including, without limitation, the right of partial tax abatement granted in the Approving Ordinance, shall automatically terminate.

(b) Subject to the continuing compliance with this Agreement, upon acquisition of the Property by the Corporation pursuant to subparagraph (a), the Property shall be subject to the limited tax abatement permitted by Section 353.110 of the Act for up to 25 years, beginning with the year in which the Corporation acquires the Property, as follows:

(1) During years 1-10, ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Property, exclusive of any assessed value of the improvements to the Property, in the calendar year prior to the calendar year in which the Corporation acquires title to the Property, as required by the Act. However, during such period, the Developer shall also pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal the value of the improvements as of December 31, 2025, as determined by the Cooper County Assessor. Accordingly, during this period, 100% of ad valorem real property taxes attributable to any increase in assessed value over the assessed value of the land and improvements as of December 31, 2025, will be effectively abated.

(2) During years 11-25, ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Property, including both the assessed value of the land and the assessed value of any improvements, as determined by the Cooper County Assessor using 50% of the Property's true value. Accordingly, 50% of ad valorem real property taxes, based on the then-current true value of the land and improvements, will be abated.

(c) PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes and PILOTs due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of taxes and PILOTs due with respect to the Property pursuant to this Agreement will not excuse the Corporation or any subsequent owner from paying all taxes and PILOTs

by December 31 of the applicable year. PILOTs received by the Collector shall be distributed among all taxing districts whose property tax revenues are affected by the tax abatement provided herein on the same pro rata basis and in the same manner as ad valorem real property tax revenues. Any delinquent PILOTs shall accrue penalties and interest in the same manner as ad valorem real property taxes.

Section 4.02 Contest of Assessed Valuation. In consideration for the limited tax abatement provided by this Article, the Corporation agrees that neither it nor any successor in title or interest to any of the Property will formally challenge or appeal the assessed valuation of the Property during any time that the Property is receiving limited tax abatement under this Agreement; provided, the foregoing shall not bind the Corporation or any successor if the assessed valuation is more than 10% greater than the projected assessed valuation of the Property, as shown in the tax impact statement prepared in connection with the Development Plan.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01 Default. The occurrence and continuance of the following shall constitute an “Event of Default”:

(a) the Corporation or subsequent property owner fails to make or cause the punctual payment of the PILOTs owed on the due date and such failure is not cured to the City Attorney’s satisfaction within five days after the City gives written notice of the default to the Corporation or subsequent property owner (provided, however, that all PILOTs paid after their due dates will be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer or the Corporation fails to timely perform, in all material respects, any obligation or covenant of the Developer or the Corporation, as applicable, under this Agreement, and such failure is not cured to the City Attorney’s satisfaction within 30 days after the City gives written notice thereof to the Developer or the Corporation, as applicable, or if it cannot reasonably be cured within 30 days, then, subject to **Section 2.03** and **Section 3.01**, for such additional time as may be necessary to cure such default so long as the Developer or the Corporation, as applicable, is diligently proceeding to effect a cure of such default.

Section 5.02 Remedies; Results of Termination.

(a) Upon the occurrence of an Event of Default, the City or any other taxing district levying an ad valorem real property tax in the Redevelopment Area may institute such proceedings as it deems necessary or desirable to cure and remedy such Event of Default, including but not limited to proceedings to compel specific performance or to terminate this Agreement. Delinquent PILOTs shall bear interest at the same rate as delinquent ad valorem real property taxes from the date such delinquent PILOTs were first due.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of abandonment shall be filed with the Cooper County Recorder of Deeds, and the Property shall from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of such real property.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Development Plan shall not be modified or amended except by mutual agreement in writing among the Parties (provided, that if the Corporation no longer owns any of the Property, the Corporation need not be a party to any modification or amendment). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective assigns and successors in interest or title to all or any portion of the Redevelopment Area; provided, however, the Corporation and the Developer may not assign their rights under this Agreement except in accordance with the provisions of **Section 6.02**.

Section 6.02 Right to Transfer Property within the Redevelopment Area; Assignment of Development Agreement.

(a) *Transfer to Developer or Affiliate.* The Corporation may, at any time, voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively referred to as a “Transfer”) its interest in the Property or any portion thereof to the Developer or an affiliate without the City’s prior written consent, if written notice of such Transfer is given to the City within 30 days after the Transfer.

(b) *Transfer to Unrelated Entities Before Substantial Completion.* If a Certificate of Substantial Completion has not yet been approved or deemed approved, no Transfer of the Property or any portion thereof, except as may be permitted by (a) above, shall occur without (1) the City’s prior written consent to the Transfer and (2) the proposed transferee’s execution of a Transferee Agreement with the City in substantially the form attached as **Exhibit D** (the “Transferee Agreement”). The City shall not withhold its consent of a Transfer under this subsection so long as it is satisfied that the proposed Transferee has the resources to complete the Redevelopment Project and the ability to operate and maintain the Redevelopment Project.

(c) *Transfer to Unrelated Entities After Substantial Completion.* If a Certificate of Substantial Completion has been approved or deemed approved, the Corporation (or successor in title) may Transfer the Property or any portion thereof so long as the proposed transferee enters into a Transferee Agreement with the City.

(d) *Transferee Agreement.* The Parties agree that, except as may be permitted above, no Transfer shall occur without the prior execution of a Transferee Agreement. The Parties agree that the intention of each Transferee Agreement is to protect the transferor and the City by ensuring that transferees of Property receive actual notice of the rights, duties and obligations contained in this Agreement before taking ownership.

(e) *Effect of Transfer.* Upon a Transfer, unless otherwise expressly elected by the transferor, all of the transferor’s rights and obligations hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(f) *Assignment by Developer.* If a Certificate of Substantial Completion has not yet been approved or deemed approved, the Developer, except for assignments to affiliates, may not assign its rights and obligations under this Agreement without the City’s prior written consent to the assignment, which consent shall not be withheld so long as (1) the City determines that the proposed assignee has the resources

to complete the Redevelopment Project and the ability to operate and maintain the Redevelopment Project and (2) the City receives evidence of the assignee's compliance with **Section 2.06** and **Section 6.10** at the time of assignment. If a Certificate of Substantial Completion has been approved or deemed approved, the Developer may assign its interest to any entity so long as the City Attorney receives evidence of the assignee's compliance with **Section 2.06** and **Section 6.10** at the time of the assignment.

(g) *Leases in Ordinary Course of Business Exempt from this Section.* The Parties acknowledge that the Corporation (or successor in title) will enter into leases with tenants in the ordinary course of operating the Redevelopment Project as a commercial development. Notwithstanding anything to the contrary contained herein, no prior consent of the City or Transferee Agreement (other than as otherwise required by the City Code) will be required for any lease to a tenant in the ordinary course of business.

(h) *Financing.* Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a Party to encumber or collaterally assign its interest in the Redevelopment Area or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; provided that all entities lending credit to such Party that will obtain a security interest in the Party's interest in such portion of the Redevelopment Area and Redevelopment Project, through a mortgage, deed of trust or other security interest, must subordinate their rights and interests under such mortgage, deed of trust or other security interest to the payment of the PILOTs in the same manner as if such PILOTs were real property taxes.

Section 6.03 Indemnification and Hold Harmless.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer and the Corporation hereby jointly and severally agree that, anything to the contrary herein notwithstanding, they will defend, indemnify and hold harmless the City and its governing body members, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

- (1) the Developer's or the Corporation's failure to comply with any provision of this Agreement;
- (2) the negligence or intentional misconduct of the Developer, the Corporation or an affiliate, or their respective officers, employees and agents;
- (3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area; or
- (4) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan or the administration of this Agreement.

If the validity or construction of the Act, the Procedural Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or affecting the proposed

Redevelopment Project are contested in court, the Developer and the Corporation shall, jointly and severally, defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer and the Corporation shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of the Act, the Procedural Ordinance, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Redevelopment Project is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

(d) Notwithstanding the foregoing terms of this Section, the Developer and the Corporation are not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City, its employees and agents.

Section 6.04 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

(a) In the case of the City, to:

City of Boonville
401 Main Street
Boonville, Missouri 65233
Attention: Assistant City Administrator

(b) In case of the Developer or the Corporation, to:

Colossians 317 Titleholder, LLC
3118 Southwood Blvd.
Jefferson City, Missouri 65101
Attention: Joshua Hartley

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other Parties.

Section 6.05 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the Parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.06 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Cooper County, Missouri. The Parties to this Agreement

consent to the jurisdiction and venue of such court. The Developer expressly waives its rights to bring such action in or to remove such action to any other court, whether state or federal.

Section 6.07 Developer's Right of Termination. The Developer may terminate this Agreement at any time by giving written notice to the City. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.09 Reimbursement of City Expenses. Simultaneously with the execution of this Agreement, the Developer shall pay the City a sum not to exceed \$ [REDACTED] to reimburse the City for legal and other fees and expenses incurred by the City in connection with the approval of the Development Plan and this Agreement.

Section 6.10 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement must comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 6.11 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the Cooper County Recorder of Deeds and upon such recording shall provide a copy to the City.

Section 6.12 City Consents and Approvals. Pursuant to the Approving Ordinance, the City Administrator is authorized to execute all documents on behalf of the City as may be required to carry out and comply with the intent of the Approving Ordinance and this Agreement. The City Administrator is also authorized, unless otherwise expressly provided herein to the contrary, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not adversely affect the tax exemption as provided for herein, waive an Event of Default, or materially change the nature of the transaction unless approved by the City Council.

Section 6.13 Representations.

(a) *By the City.* The City represents, warrants, covenants and agrees as the basis for the undertakings on its part contained herein that:

(1) The City is a third-class city organized and existing under the laws of the State of Missouri and its Charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(2) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) *By the Corporation.*

(1) The Corporation is an urban redevelopment corporation duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(2) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Corporation is now a party or by which the Corporation is bound.

(3) There are no lawsuits either pending or threatened that would affect the ability of the Corporation to proceed with the completion or operation of the Redevelopment Project.

(c) *By the Developer.* The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(1) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(2) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(3) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion or operation of the Redevelopment Project.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF BOONVILLE, MISSOURI

By: _____
Name: Ned Beach
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Amber Davis
Title: City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF COOPER)

On this ____ day of _____, 2025, before me appeared **NED BEACH**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF BOONVILLE, MISSOURI**, a third-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **NED BEACH** acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Name: _____
Notary Public – State of Missouri
Commissioned in _____

(SEAL)

My Commission Expires:

**SECOND AND VINE REDEVELOPMENT
CORPORATION**

By: _____
Name: Joshua J. Hartley
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me appeared **JOSHUA J. HARTLEY**, to me personally known, who, being by me duly sworn, did say that he is the President of the **SECOND AND VINE REDEVELOPMENT CORPORATION**, a Missouri redevelopment corporation, and that he is authorized to sign the foregoing instrument on behalf of said redevelopment corporation, and acknowledged to me that he executed the within instrument as said redevelopment corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Name: _____
Notary Public – State of Missouri
Commissioned in _____

(SEAL)

My Commission Expires:

[Development Agreement]

COLOSSIANS 317 TITLEHOLDER, LLC

By: _____
Name: Joshua J. Hartley
Title:

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me appeared **JOSHUA J. HARTLEY**, to me personally known, who, being by me duly sworn, did say that he is the _____ of **COLOSSIANS 317 TITLEHOLDER, LLC**, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Name: _____
Notary Public – State of Missouri
Commissioned in _____

(SEAL)

My Commission Expires:

[Development Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

EXHIBIT B
DESCRIPTION OF THE REDEVELOPMENT PROJECT

[See attached pages]

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

COLOSSIANS 317 TITLEHOLDER, LLC (the “Developer”), pursuant to that certain Development Agreement dated as of **September 15**, 2025 (the “Agreement”), among the City of Boonville, Missouri (the “City”), the Second and Vine Redevelopment Corporation and the Developer, hereby certifies to the City as follows:

1. That as of _____, 20____, the Redevelopment Project has been substantially completed in accordance with the Agreement.
2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.
3. Lien waivers for the Redevelopment Project have been obtained.
4. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. This Certificate is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Redevelopment Project.
6. The City’s acceptance (below) in writing to this Certificate and the recordation of this Certificate with the Cooper County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to complete the Redevelopment Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

COLOSSIANS 317 TITLEHOLDER, LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF BOONVILLE, MISSOURI

By: _____
City Administrator

(Insert Notary Form(s) and Legal Description and AIA Form G-704)

EXHIBIT D

FORM OF TRANSFeree AGREEMENT

This **TRANSFeree AGREEMENT** (“Transferee Agreement”) is entered into this ____ day of _____, 20__, by and between the **CITY OF BOONVILLE, MISSOURI** (the “City”), and _____, a _____ corporation (“Transferee”).

RECITALS

A. The Property (as defined in the hereinafter-defined Development Agreement) to be purchased by Transferee and legally described in **Exhibit A** attached hereto (the “Redevelopment Project”) is part of the Redevelopment Project described in the Second and Vine Development Plan (the “Development Plan”) approved by the City pursuant to Ordinance No. 5640 adopted by the City Council on May 15, 2025 (the “Approving Ordinance”).

B. The Property and the Redevelopment Project are subject to that certain Development Agreement for the Second and Vine Redevelopment Area dated as of _____, 2025 (the “Development Agreement”) among the City, the Second and Vine Redevelopment Corporation (the “Corporation”) and Colossians 317 Titleholder, LLC (the “Developer”), which Development Agreement was recorded in the Cooper County Recorder of Deeds Office on _____, 2025, as Document No. _____.

C. **Section 6.02** of the Development Agreement requires, as a condition precedent to certain transfers of the Property, that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Development Plan and the obligations of the Developer under the Development Agreement.

D. The parties desire to enter into this Transferee Agreement to satisfy the conditions precedent set forth in **Section 6.02** of the Development Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants contained herein, the City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with the Corporation, or an authorized successor and assign, pursuant to which Transferee will acquire the Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed the Approving Ordinance and the Development Agreement.

3. Transferee acknowledges and agrees that its acquisition, use and enjoyment of the Property and any future disposition of the Property are subject to the terms of the Development Agreement.

4. Transferee acknowledges that in the event of the sale, lease, sublease, assignment or other voluntary or involuntary disposition of the Property, the obligations of the Development Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Development Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the Property of its rights, duties and obligations under the Development Agreement.

5. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of the rights, duties and obligations contained in the Development Agreement before taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BOONVILLE, MISSOURI

(SEAL)

Attest:

By: _____
City Administrator

City Clerk

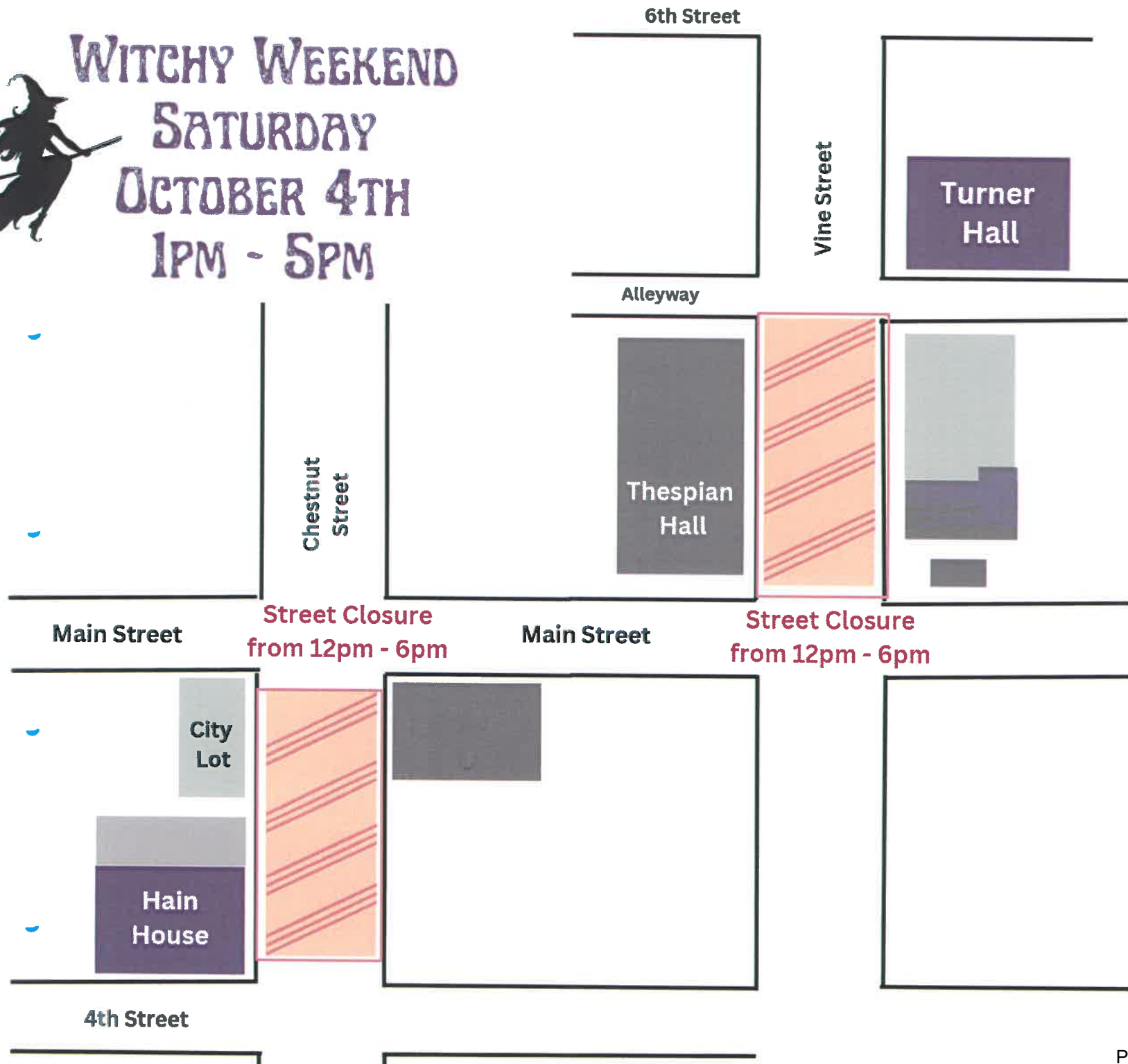
[TRANSFEE]

By: _____
Name: _____
Title: _____

EXHIBIT A TO TRANSFEREE AGREEMENT

[*Legal description to be inserted*]

WITCHY WEEKEND
SATURDAY
OCTOBER 4TH
1PM - 5PM



BLIGHT ANALYSIS

**Phoenix American Pipe Co. Building
Second and Vine Streets
CITY OF BOONVILLE, MISSOURI**



**Mid-MO
Regional Planning
Commission**

**Mid-Missouri Regional Planning Commission
206 E. Broadway
Ashland, Missouri 65010
573-657-9779
midmorpc@midmorpc.org**

July 18, 2025

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Blight Analysis

Phoenix American Pipe Co. Building Second and Vine Streets, Boonville, MO 65233

I. Introduction

This Blight Analysis addresses property conditions at the building located at the northeast corner of Second and Vine streets within the city of Boonville Missouri, colloquially known as the Phoenix American Pipe Co. building (or in later years, the Toastmaster, Inc. building) (The “Study Area”). The Study Area contains all of Parcel No. 05-7.0-35-002-021-002.000 (“Parcel A”), which contains approximately 1.52 acres, parcel 05-7.0-35-002-021-003.000 (“Parcel B”), which contains approximately 0.07 acres, parcel 05-7.0-35-001-017-008.000 (Parcel C”), which contains approximately 0.07 acres. The Study Area borders Vine Street to the south, Second Street to the west, Chestnut Street to the north and a residential area to the east. This property is sandwiched between the Kemper Campus to the south and the “Depot District” to the north and extending to the Isle of Capri Casino. The Kemper Campus and Depot District have received significant redevelopment investment, and the areas serve as both a significant community center and tourism hub for the community. A map and aerial photo of the Study Area are attached as Exhibit A and Exhibit B, respectively. Colossians 317 Titleholder, LLC purchased the property in December, 2024 and is leading the proposed development.

The Mid-Missouri Regional Planning Commission (the “MMRPC”) was retained to conduct an analysis and determine whether the Study Area satisfies the qualification criteria as a “blighted area” under the The Urban Redevelopment Corporations Law, Section 353.010 to 353.190 of the Revised Statutes of Missouri, as amended. This report covers events and conditions existing on the date of purchase of the building and site by Colossians 317 Titleholder, LLC and does not reflect remedial repairs taken by the owner to preserve the structure since purchase. Our site visit occurred June 20, 2025. Events, conditions, and actions occurring after that date are excluded from this analysis. The evaluation of the Study Area included a site visit and was supplemented with information that was provided by staff from the City of Boonville and the office of the Cooper County Assessor.

Certain redevelopment incentives, including the use of Urban Redevelopment Corporations pursuant to the law to renovate, reconstruct and rehabilitate privately-owned buildings, are available in areas that the city determines to be a “blighted area” under chapter 353.

The definition of “blighted area” by reference:

...an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use; (Section 99.805(1), RSMo.)

This analysis will detail the reasons why the existing conditions within the Study Area support a determination that the Study Area is a “blighted area.”

II. Summary of Code Enforcement Actions

During the last 10 years, the subject property has been cited on a near yearly basis for lack of code compliance for vegetation. In all but one case, the building owner has satisfied the code condition. A summary from city records follows.

Location						
Validated: No ✖ Last Validated on: 2017-06-20 10:14:16						
Address	APN	Additional Information	Census Tract	Block Group	LowModPct	CDBG Eligible Property Type
2nd and Vine Streets Boonville, MO 65233	057035002021002000	Additional Lots: 057035002021003000, 057035001017008000				NO Residential
Cases at related location CE-182 2nd and Vine Streets (Closed: Voluntary Compliance) CE15-241 2nd and Vine Streets (Closed: Voluntary Compliance) CE15-443 2nd and Vine Streets (Closed: Voluntary Compliance) CE16-126 2nd and Vine Streets (Closed: Voluntary Compliance) CE16-373 2nd and Vine Streets (Closed: Voluntary Compliance) CE16-487 2nd and Vine Streets (Closed: Voluntary Compliance) CE17-116 2nd and Vine Streets (Closed: Voluntary Compliance) CE24-140 2nd and Vine Streets (Closed: City Abated)						

III. Existing Land Use

The Study Area is located at the intersection of Second and Vine Streets within the city of Boonville, Mo.

The sole use of the property in the Study Area is industrial.

According to the national register of historic places, the original structure (c. 1912) encompasses 38,000 square feet spread across three floors of 12,500 (+/-) square feet. There is an L-shaped addition to the building consisting of 1 story at grade level. This addition adds approximately 20,500 square feet for a total of approximately 58,500 square feet.

The Study Area, Parcels A, B and C total approximately 74,200 square feet (1.7 acres). National Park Service records of the National Register of Historic Places list completion of the original building in 1912. Cooper County Assessor's office records date to 1980 when the site was owned by Toastmaster, Inc. There is no information on file regarding the addition, but visual inspection suggests that the addition was made in the 1940s or 1950s.

At the time of this building's construction, this portion of Boonville was heavily industrial and was situated at a railroad yard that facilitated the interchange of train cars between the Missouri-Kansas-Texas (KATY) line and the Missouri-Pacific line (now Union Pacific). With the abandonment of the KATY line in the 1980s and the establishment of the "Katy Trail" in the 1990s, this area of the city has evolved into a hub for tourism in the community bounded by the Isle of Capri casino to the north and the campus of the former Kemper Military School to the south. The Study Area abuts residential housing to the east. The Subject Area remains as an island of industrial zoning surrounded by commercial and residential zones. Boonville employs a progressive zoning schema, which allows for all lesser impacts within zones of higher impact.

IV. Findings

It is the opinion of the MMRPC that the Study Area meets the definition of a blighted area under Chapter 353. The MMPRC arrived at this opinion based upon the following factors:

A. Insanitary or Unsafe Conditions

This eligibility factor relates to dilapidation, deterioration, age or obsolescence that is conducive to crime, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare.

Deterioration and Dilapidation Finding: The brick exterior of the building, while relatively sound, is suffering from the impacts of improper site drainage, insufficient or non-existent guttering and rotting wooden windows and windowsills that are allowing water intrusion. A fire escape on the west side of the building is rusted and has lost its structural integrity. Many exterior windows are missing, and the roof has leaked for an undetermined period of time, which has caused ceilings to fall and tongue and groove flooring to warp. Exterior doors are rusted, and decayed pieces of the building surround the perimeter. There was evidence of possible improper homeless sheltering within the building.

Age Finding: As noted above, the building in the Study Area was built in 1912. As described in more detail below and in the pictures attached to this Study, the building has not been well maintained in the decades since the permanent occupation ceased by Toastmaster Incorporated in 2006. Although the MMRPC did not specifically test the Study Area for the presence of asbestos and lead paint, it notes that (1) buildings built before 1980 are more likely to contain asbestos (primarily in resilient floor tiles, ceiling tiles and roofing materials) and (2) buildings built before 1978 are more likely to contain lead paint. It was noted that there were many fewer of these materials on this site than one might expect from a commercial building given the building's construction (i.e. timber framing, tongue and groove flooring, etc.)

Obsolescence Finding: As noted above, the building in the Study Area was constructed more than 110 years ago. The building hasn't been permanently occupied for over 20 years. Additionally, some building systems and other features are obsolete, including:

- Building interiors, walls, and floor treatments need to be modernized or replaced;
- HVAC, wiring, and plumbing systems need to be modernized or replaced; and
- Additional bathroom facilities need to be installed.

B. Deterioration of Site Improvements

This eligibility factor relates to the physical deterioration of the improvements in the Study Area, including physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

Deterioration of Site Improvements Finding: The improvements within the Study Area are in a state of deterioration. The following conditions were observed:

Exterior

- Weeds and debris around the building;
- Missing downspouts;
- Bricks on the building are crumbling;
- Rusted and decaying exterior doors;
- Some windows are broken and boarded up;
- Façade damaged and deteriorating;
- Parking areas with broken pavement;

Interior

- Significant water intrusion in multiple places on the main level;
- Significant ceiling damage throughout main level;
- Aged and outdated interior floors, walls, and treatments;
- Service connections appeared visibly aged;
- HVAC system not functional;
- Lack of functional bathrooms

C. Endanger Life or Property by Fire or Other Causes

This eligibility factor is used to determine the potential risk to life or property by fire.

Endanger life or Property by Fire or Other Causes Findings: Conditions for fire were not observed during the site visit, however, electrical connections to power lines were visibly aged. The facility appears to have had a sprinkler system but is not currently functional since the building has not been climate controlled for quite some time.

These conditions are evidenced by photos located at the end of this report.

Because of the conditions relating to insanitary and unsafe conditions and deterioration of site improvements described above, the Study Area is an economic liability, a social liability and is conducive to crime and the inability to pay reasonable taxes.

The condition of the building in the Study Area, as described above, and the cost of remediating those conditions, are economic liabilities preventing the Study Area from reaching its potential. An economic liability exists because of (1) the cost of remediating the blighted conditions present in the Study Area and (2) the greater community benefit by virtue of market-rate housing, consumption of municipal utilities, assessed values and jobs that could be achieved within the Study Area if it were in a better condition as proposed.

The present condition of the Study Area also presents a social liability because (1) the insanitary and unsafe condition of the building has invited vandalism and (2) deterioration of site improvements has littered the exterior and adjacent public right-of-way with debris. The site visit included evidence of improper homeless sheltering within the building. These types of crime are more likely to occur in areas that, like the Study Area, are in a state of deterioration and vacant.

Currently, the Study Area is not generating any sales tax revenues, nor is it supporting any jobs or housing in its current form. The parcel is assessed at a much lower value than adjacent structures of similar size and age, particularly a project within a one block radius that has rehabilitated a substantially similar building into a similar use.

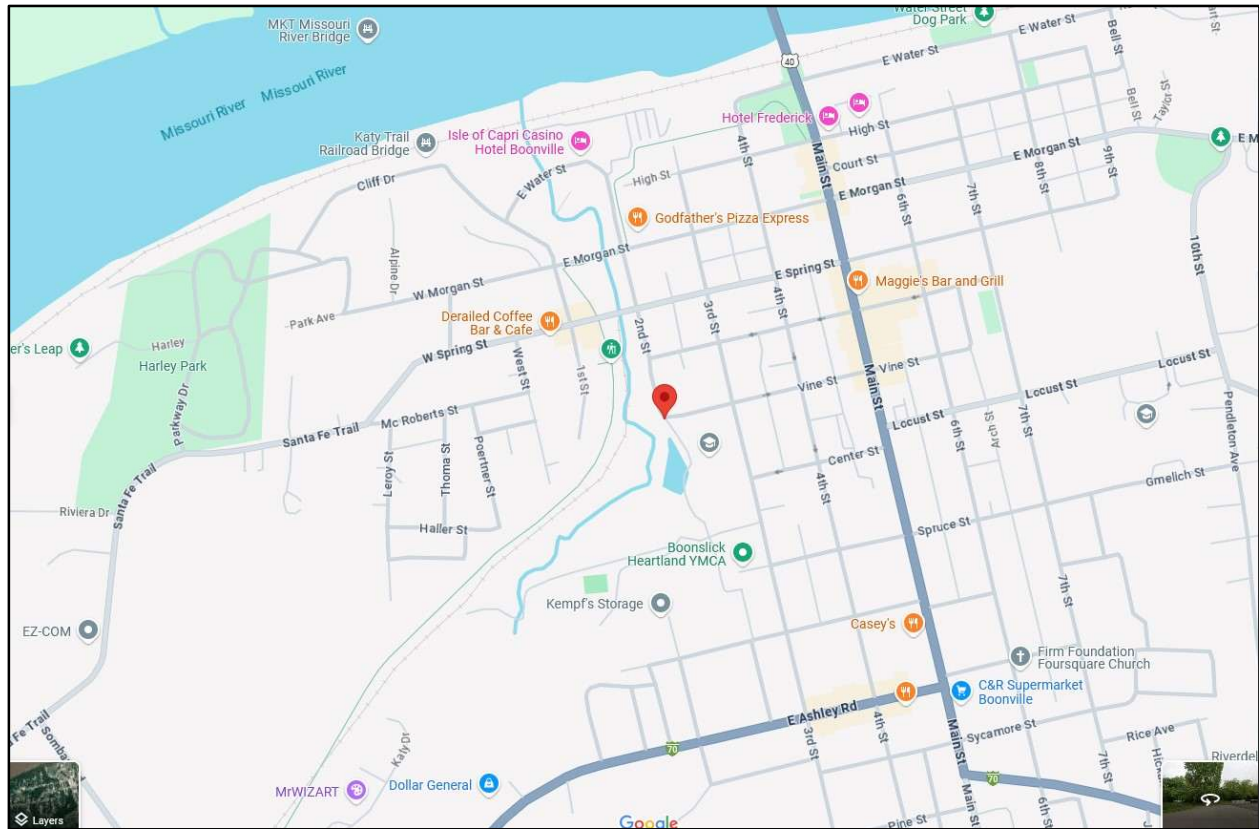
V. Conclusions

The blight analysis and conditions identified in the Study Area meet the principal requirements for a “blighted area” designation, as outlined in Chapter 353. The Study Area, by reason of insanitary and unsafe conditions and deterioration to site improvements, has become an economic and social liability, and the conditions described in this report are conducive to crime and the inability to pay reasonable taxes. These conditions have acted as a constraint and economic impediment to redevelopment of the site.

The property will likely continue its state of decline without a comprehensive plan to address the blighting issues. Substantial costs must be incurred to remedy the Study Area’s blight. Property taxes abated by the Chapter 353 program can leverage private investment to mitigate the blighted conditions described in this document. The MMRPC believes that the astonishing cost to revitalize the Study Area is economically infeasible under current market conditions without the incentives permitted by the law. This makes it improbable that the Study Area will experience growth and development solely through investment by private enterprise. It is in the public interest to encourage and assist in the removal of the blight.

It is the opinion of the MMRPC that the Study Area meets the standards of a “blighted area,” as described in Chapter 353 RSMo.

Exhibit A – Site Location



MAP OF THE CITY OF BOONVILLE – RED PIN INDICATES LOCATION OF STUDY AREA

Exhibit B – Study Area Boundaries



AERIAL PHOTOGRAPH INDICATING STUDY AREA, PARCELS A, B, C

Exhibit C – Site Photos



EXTERIOR DISREPAIR – SOUTH SIDE OF BUILDING – MAIN ENTRANCE



EXTERIOR DISREPAIR – WEST SIDE OF BUILDING



EXTERIOR DISREPAIR – WEST SIDE OF BUILDING



WATER INTRUSION – DISREPAIR – MAIN FLOOR



WATER INTRUSION – DISREPAIR – MAIN FLOOR



CEILING DAMAGE – DISREPAIR – MAIN FLOOR



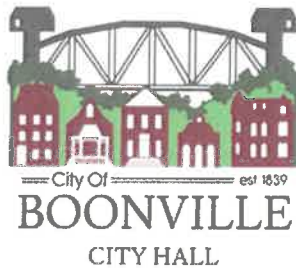
CEILING DAMAGE – DISREPAIR – MAIN FLOOR



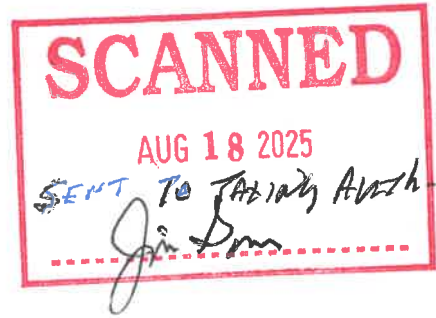
CEILING DAMAGE – DISREPAIR – MAIN FLOOR



NON-FUNCTIONING FREIGHT ELEVATOR – DAMAGED FLOOR – SECOND FLOOR



August 21, 2025



VIA CERTIFIED MAIL

To: Taxing Districts Listed
on the Attached Sheet

Re: Notice of Public Hearing pursuant to Chapter 353 of the Revised Statutes of Missouri

Ladies and Gentlemen:

The City Council of the City of Boonville, Missouri, will hold a public hearing at 7:00 p.m. on September 2, 2025 at the Boonville Council Chambers, 525 East Spring Street in Boonville, Missouri, pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353") and Ordinance No. 4694 of the City (the "353 Procedural Ordinance"), to consider the proposed Development Plan for the Second and Vine Redevelopment Area (the "Development Plan").

The redevelopment area described in the proposed Development Plan consists of approximately 1.66 acres located along Second Street between Vine Street and Chestnut Street in the City. The Development Plan provides for the use of real property tax abatement to incentivize the redevelopment and revitalization of the area through the construction of new residential and commercial uses.

Pursuant to Chapter 353 and the 353 Procedural Ordinance, a copy of the written statement of the impact on ad valorem taxes resulting from the implementation of the Development Plan and the proposed tax abatement is also enclosed and will be discussed at the public hearing.

All interested parties are invited to submit comments to the City Council prior to the date of the public hearing concerning the proposed Development Plan, including the tax abatement contemplated therein, and to appear at the public hearing and provide comments. All interested parties and all political subdivisions shall have the opportunity to be heard on all matters addressed in the proposed Development Plan.

Copies of the proposed Development Plan are available for review by any interested party during regular business hours at the office of the City Clerk, City Hall, 401 Main Street, Boonville, Missouri 65233.

In addition, you are welcome to contact Kate Fjell, City Administrator, at 660-882-2332 regarding any questions.

Very truly yours,

Kate Fjell, City Administrator
CITY OF BOONVILLE, MISSOURI

TAXING DISTRICTS

State of Missouri

Attn: Gerald Robinett
Director of Revenue – Excise Tax Unit
Harry S Truman State Office Building
301 West High Street, Room 320
Jefferson City, MO 65101

Cooper County

Attn: George Monk
Presiding Commissioner
Cooper County Courthouse
527 High Street
Boonville, MO 65233

Cooper County Road District

c/o George Monk
Presiding Commissioner
Cooper County Courthouse
527 High Street
Boonville, MO 65233

Cooper County Public Health Center

Attn: Scott Clardy
Administrator
17040 Klinton Drive
Boonville, MO 65233

Boonville R-1 School District

Attn: Mark Harvey
Superintendent
736 Main Street
Boonville, MO 65233

Cooper County Board of Sheltered Services

Attn: Madison Dollens
Executive Director
1620 West Ashley Road, Suite 1
Boonville, MO 65233

Boonslick Regional Library District

Attn: Linda Allcorn
Director
219 West Third Street
Sedalia, MO 65301

SUMMARY

Tax Distribution		Estimated Real Property Tax Revenue Without Abatement if Redevelopment Project is Completed				Value of Abatement
		Estimated Tax Revenue on Existing Site with No Project		Revenue Generated from Unabated Taxes and PILOT Payments		
State of Missouri	0.0300	\$ 581	\$	5,419	\$	3,120
County	0.2501	4,844		45,177		26,006
Library	0.1352	2,619		24,422		14,059
S.B. 40	0.1964	3,804		35,477		20,422
School	4.9349	95,579		891,427		513,147
Road	0.3139	6,080		56,702		32,640
City	0.7035	13,626		127,078		73,152
Health	0.1965	3,806		35,495		20,433
	6.7605	\$ 130,938	\$	1,221,199	\$	702,978



August 27, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: 9.2.2025 Meeting Notes and Comments

I hope everyone had a nice Labor Day holiday weekend! Since our last meeting, the Friends of Historic Boonville sponsored their 50th Festival of the Arts, it was a huge success, and they should be applauded for their commitment to keep the festival alive all these years. Many thanks to all the past and present committee members who make the Festival a reality each year.

School started last week and Pirate athletes, dance team, and band members are all in action this fall- best of luck to all of them in their endeavors.

GBH Builders Pay App:

GBH continues to work at the YMCA. The new downstairs locker area is scheduled to be open at the end of August. They have begun working upstairs on restroom renovations.

Bill No. 2025-021 Approving 353 Plan and Development Agreement for 2nd and Vine

On the agenda tonight is a public hearing and the first reading of the ordinance for the apartment project at 2nd and Vine. Our attorney who has been assisting us with this project will be at the next Council Meeting (September 15) to assist with answering any questions during the discussion. If you have any questions about the agreements, let Jim or I know so we can get answers. The tax abatement being offered are consistent with past precedent and we have discussed this with the school already. We did send notice to all affected taxing districts of the public hearing.

Personnel Manual

I normally try to make Personnel Manual Changes effective in January, however our time clock system got bought out and we are in the process of converting to the new system. This is taking place in October, so I want to make these changes to coincide with the transfer. Some of the changes are more housekeeping, but there is a substantive change in the time off, comp time and vacation.

My proposal is to increase the vacation when you start. Currently, for the first two years you only get 40 hours/year. My proposal is to double that to 80 hours/year; bringing it in line with most employers. At 5 years, the vacation would increase to 120 hours and remain there till 12 years. The top tiers are staying the same. I think the additional vacation may help to retain new employees. However to help offset the additional hours, I am recommending eliminating comp time – everything will now just be paid overtime. In addition to offsetting the vacation, there are a couple of other reasons to eliminate comp time. First, this will more accurately reflect the hours and salary costs in each year, since all overtime pay would occur in the year the overtime is accrued. Second,

paying overtime, instead of keeping comp time will eliminate large payouts when an employee quits or retires. For those employees who have comp time, we are NOT buying it out. It will remain on the books and available for use and paid out when they separate from the City, but employees will no longer be able to accrue comp time from October 1.

Additionally, I am adding Juneteenth National Independence Day to the list of City holidays.

This week I visited with all the staff to discuss the proposed changes.

Depository Bank Bids

Following the 8.18.25 City Council meeting, I sent letters to the three banks who were responsive to the City's RFP and invited them to the 9.15.25 Council meeting for a short presentation and Q&A with Council. We can then have a discussion during the City Administrator portion of the Council meeting. This will be the day before the Federal Reserve meeting. We will have a first reading on depository banks for 10.6.2025 and second reading 10.20.2025.

Witchy Weekend Street Closure

Tourism's Witchy Weekend is requesting two street closures (map enclosed) on Vine Street and Chestnut. This event was very successful last year, and I look to the event being even bigger this year.

Closing Pool Season Information

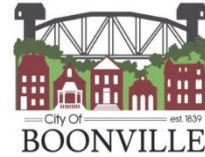
The City closed the pool on August 17th and had a very successful season. Based on admission estimates, there were approximately 20,000 visitors throughout the season. The admission numbers are up from last year, with admissions around \$82,000 (\$77,000 in 2024). All the staff did a great job making for a successful season.

Date: September 2, 2025

To: Mayor and Council

From:

Re: City Attorney



Economic Developer's Report

August 27, 2025

Narrative:

This month saw the completion of the Hotel Feasibility Study, which will increase the pressure on the BCDC to formulate a plan of action for the land at 87 & I-70. Attraction projects continue to be slow generally, with 1 locally sourced project and 1 MoPar referral this month. In a conversation with MoPar, economic policy uncertainty and availability of electricity are the primary factors keeping projects on the sidelines. Points of emphasis are in **Bold**.

1. Active Projects:

Boonslick Community Development Corporation							
Active Project List							
NEW	ADVANCING	ON HOLD	Questionable	Out			
Updated: 8/21/2025							
Orig Date	Project Name	Type	Source	Score	Trend	Short Description	Loc
8/6/2025	Transform	Distribution	Local	8	↑	Equipment Distribution	B
7/1/2025	Chips	Distribution	Local	5	↔	Logistics	C
6/2/2025	Alan	Plt. Expansion	Local	5	↓	Training facility	C
5/27/2025	Locksmith 2	Food Mfg.	MoPar	6	↔	Food Manufacturing	B
5/1/2025	Extend	Energy	Local	9	↑	Energy	C
4/25/2025	Grass 2	Unknown	Local	5	↔	Redevelopment	C/B
3/27/2025	Butterfly	Agricultural	MoPar	0	↓	Indoor Farming	C
3/26/2025	Kraken	Med Eq. Mfg.	MoPar	5	↔	Medical Equipment Manufacturing	B
3/24/2025	Dollar	Financial Svcs	Local	3	↓	Financial Services Organization	B
3/19/2025	Ace	Manufacturing	Local	5	↔	Assumbly of high technology parts	C
3/19/2025	Bank	Medical	Local	7	↔	Medical facility	C
3/19/2025	Zach	Manufacturing	Local	7	↓	Assumbly of high technology parts	C/B
2/27/2025	Bell	Industrial	Local	3	↔	Plastic extrusion	B
1/30/2025	Markus	Bioscience	Local	6	↑	Biomedical manufacturing	B
1/30/2025	Pasta	Bioscience	Local	2	↔	Biomedical manufacturing	B
1/17/2025	Magnito	Industrial	MoPar	3	↔	High value metal recovery	C

2. Attraction Activities:

- NEW – Project Transform – Equipment Distribution **Pg. 4**
- NEW – Project Paper Trail – MoPar – No Response, No Qualified Site **Pg. 5**
- Project Butterfly – Missouri has been eliminated from contention
- Project Bank – Project reviewed available property and determined it to be unsuitable for their purposes. Project was reluctant to consider a greenfield site.
- Updates in development strategies for Windsor Place Industrial Park (WPIP)
 - Due diligence in process to determine market support for Project Chips
 - Met with Mo Dept. of Ag. On 8/19/2025 to discuss marketing strategy
- Touch Base call with Project Markus 7/18/25, follow-up on 8/21/25
 - Needs for Developer – See email Memo **Pg. 7**
 - Needs for Banking Institution – See email Memo **Pg. 8**
- Touch Base meeting with Project Alan 7/25/25
- Touch Base meeting with Project Bell 7/25/25

- i. Touch Base with Project Extend 8/7/25

3. Retention Activities:

- a. Hosted meetings on 8/12/2025 between local businesses and Seth York, District Director of US Representative Bob Onder Pg. 9
- b. Held meetings with CMMG and CAT at the request of MoDED, BRE meetings with Mitch Rademan – 8/30/25
 - i. New guidelines for the Missouri Works Program were distributed Pg. X
- c. “Caterpillar Warns of \$1.5 Billion Tariff Hit as Machinery Prices Slide” Article Pg. 22

4. Expansion Activities:

- a. Project Zach
 - i. Company is doing due diligence on FTZ potential
- b. Hotel Study
 - i. Report is complete and provided under separate cover.
 - ii. **BCDC will need to determine next steps in marketing process as well as land negotiations, should they occur**
 - iii. Hampton Inn Marketing Information Pg. 24
- c. Project Grass 2
 - i. forwarded developer a tenant prospect in a field that would lend itself to the property.
- d. Updated Missouri Works Program to enable local expansion Pg. 32

5. Entrepreneurial Support:

- a. Ballpark Central project
 - i. Final site plans have been accepted by the City
 - ii. Ongoing negotiations with water district prior to annexation

6. Workforce Development:

- a. Pending request from WF Development Community Action Team Pg. 35

7. Housing Development:

- a. Second and Vine Project – Chapter 353
 - i. Note – Public hearing on 9/2/25 Pg. 36

8. Community Activities

- a. Met with HoCo Commission (with Amber Overfelt) to discuss HCIP marketing strategies and general topics on 7/31 Pg. 41
- b. Met with Ameren to discuss utility availability on 7/31
- c. Met with COMO to discuss WPIP marketing strategy on 8/1
- d. Presented on KWRT about City and ED projects on 8/5
- e. Attended USDA Loan underwriting best practices training 8/13
- f. Attended SFCC Commercial Driving Advisory Group 8/14 Pg. 42
- g. Attended Ho/Co Regional Port Authority meeting 8/14
 - i. Approval to seek feasibility grant
- h. Attended St. Louis Fed seminar on Economic Insights – Low Income Communities 8/14
- i. Met with Fayette Main Street committee member 8/15

9. BCDC Topics

- a. Collaboration Agreement draft has been distributed to Ken, Mike and HoCo folks **Pg. 43**
 - b. All “my” content for the website has been submitted – initial review 8/26
 - c. Drafts of NDAs are under review with Mike
 - d. Potential affiliation with the Show-Me Network **Pg. 46**
 - e. Proposed Entrepreneur Class topics for feedback **Pg. 47**
 - f. Howard Co. Side Quests:
 - i. Recruitment of food operator on Hwy. 5
 - ii. Link to entrepreneur regarding employee recruitment
 - iii. Link to entrepreneur regarding store front on square
 - iv. Interaction with Fayette re: Fayette Caring Center
 - g. BCDC Swag? **Pg. 48**
 - h. I’ve updated the BCDC information with MoSourceLink **Pg. 49**
10. Other Matters
- a. Funded MoDOT projects in Cooper and Howard **Pg. 52**
 - b. MASBDA Agricultural and Small Business Grants **Pg. 53**
 - c. Electric utility cost increases chart **Pg. 55**
 - d. Public Opposition Sinks St. Charles Data Center Article **Pg. 56**
 - e. Agri-Spra Featured in Successful Farming Article **Pg. 58**
 - f. Refrigerated Storage Activity
 - i. Foristell Announcement **Pg. 61**
 - ii. Kansas City Announcement **Pg. 63**
 - g. Email – Union Pacific and Norfolk Southern merger **Pg. 66**
 - h. Missouri 2025 Jobs Report **Pg. 69**
 - i. Mo DED Economic Insights Month in Review **Pg. 71**
 - j. 2024 Missouri Businesses by Size **Pg. 83**
 - k. Quarterly Real Time Job Postings **Pg. 86**
 - l. July Purchasing Manager’s Index **Pg. 87**
 - m. “Now we know who is paying the tariffs” Article **Pg. 89**
 - n. “Reshoring reality check from construction” Article **Pg. 91**
 - o. “Trump pledged to bring back manufacturing – the sector is sputtering” Article **Pg. 93**
 - p. VISA US Economic outlook **Pg. 96**
 - q. VISA US Regional Economic Outlook **Pg. 100**
 - r. VISA American Mood Trend **Pg. 111**