



BOONVILLE

City of Boonville

October 6, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

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

I. Call to order – Pledge and Prayer

A. Tanner Bechtel

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. September 15 Council Minutes

V. Consent Items

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. 2025-022 Ordinance Approving Agreement with Alliance Water for Water Treatment Plant

VIII. New Business

A. First Reading of Bill No. 2025-023 Amending the Personnel Manual Effective November 1, 2025

B. Discussion of I&I bid received

C. First Reading of Bill No. 2025-024 Authorizing and Approving an agreement for depository bank bids

IX. Reports of Standing Committees

X. Reports of City Officials

A. Mayor

- Housing Committee Appointment

B. City Administrator

- Discussion of Proposed personnel manual
- Cooper County Public Water Supply District Negotiations update

C. City Clerk

D. City Counselor

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

September 15, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Drew Davis

The Boonville City Council met in Regular Session on September 15, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present: Maggie Schanzmeyer, Sergeant at Arms; Kate Fjell, City Administrator; Andrew Cowherd, Mayor Pro Tem; Teresa Studley, Assistant to City Administrator, and Brad Wooldridge, City Counselor. Mayor Ned Beach and Amber Davis, City Clerk, were absent. The meeting was called to order. Drew Davis led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable (Via phone), Drew Davis, Steve Young, Susan Meadows, Andrew Cowherd, and Sy Harvell. Council representative Tanner Bechtel was absent.

III. Hearing of Citizens' Comments

Mary Pat Abele and Ken Hirlinger appeared before the council and distributed a flyer about the upcoming Sippin', Stroillin', Rockin', and Rollin' wine walk.

- **Bank Bid Presentation and Q&A**

Representatives from First State Community Bank, Southern Bank, and BTC Bank came before the council to answer any questions that the council had before a decision was made on which bank the city will be moving its funds to.

IV. Approval of Minutes

A. September 2

The minutes stand as submitted

V. Consent Items

None

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Ms Meadows Moved, and Mr. Davis seconded the motion to approve the Appropriations. Roll call was taken. Ayes: Elbert, Venable (via phone), Davis, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed: None. Absent Bechtel. Motion Carried.

VII. Unfinished Business

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

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

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

Mr. Harvell moved, and Ms. Meadows seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Venable (via phone), Davis, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed: None. Absent Bechtel. Motion Carried.

VIII. New Business

A. Jesus Palooza- Street Closure Request

Mr. Cowherd moved, and Mr. Davis seconded the motion to approve the street closure. Roll call was taken. Ayes: Elbert, Venable (via phone), Davis, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed: None. Absent Bechtel. Motion Carried.

B. Consider Resolution R2025-14 authorizing the suspension of open containers in downtown and approving street closures for the Sippin', Strollin', Rockin' and Rollin' event

Mr. Davis moved, and Ms. Meadows seconded the motion to approve the resolution. Roll call was taken. Ayes: Elbert, Venable (via phone), Davis, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed: None. Absent Bechtel. Motion Carried.

IX. Reports of Standing Committees

A. Planning and Zoning Commission (Cancelled) September 9, 2025- Sy Harvell
the meeting was cancelled

B. Board of Public Works - Drew Davis
minutes in the packet

C. Boonville Housing Authority
minutes in the packet

X. Reports of City Officials

A. City Administrator

Ms. Fjell thanked Mark Grimm for his help on Economic Development Projects.

Ms. Fjell and the council had a brief discussion on the bank bid, and Ms. Fjell and the council decided to move forward with BTC Bank.

B. Mayor

None

C. City Clerk

Teresa Studley reminded the council that the next meeting is on October 6th, as September has five Mondays.

D. City Attorney

Mr. Wooldridge gave a brief review of the language in the sanitation ordinance, which is up for a 3rd reading on October 6th.

E. Economic Developer

None

XI. Miscellaneous

Mr. Davis proposed that the council revisit the personnel manual ordinance that failed on September 2nd.

Mr. Davis made a motion to bring it back to the table, and Mr. Venable seconded that motion. Roll call was taken. Ayes: Elbert, Venable (via phone), Davis, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed: None. Absent Bechtel. Motion Carried.

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Davis seconded the motion to adjourn at 7:43 p.m., and the voice vote was unanimous.

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 **October 6, 2025** the sum of **\$771,490.34**

General Fund	\$273,992.36
Sanitation	\$11,241.42
CIP Tax	\$117,343.59
Water Works	\$149,680.28
Capital Projects	\$0.00
Waste Water	\$111,349.16
Tourism	\$7,216.94
Gaming	\$80,124.50
Parks/Water	\$15,813.09
Kemper Sales Tax	\$4,729.00
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 **\$771,490.34** 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 **October 6, 2025** read for the second time this **October 6, 2025** since a copy was made available prior to the meeting.

Approved **October 6, 2025**

Mayor

Endorsed **October 6, 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, Sections 21-181(g) and (i) (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, Sections 21-181(g) and (i) (Collection Fees), are 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

SECOND READING: SEPTEMBER 15, 2025

READ FOR THE THIRD TIME AND PASSED ON THIS 6th DAY OF OCTOBER, 2025, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST, SECOND, AND THIRD READING.

President of the Council

APPROVED THIS 6th DAY OF OCTOBER 2025.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

Sec. 21-181. Collection fees.

- (g) For purposes of this section, single family dwellings, multi-family dwellings, and trailer courts shall be charged on a residential basis for each separate, occupied unit receiving city services contained therein. For purposes of this section, City Services shall be defined as Water, Sewer, and Solid Waste and are not mutually exclusive. Solid waste charges shall not be given on a pro-rata basis. This ordinance shall be effective henceforth and shall not be enforced retroactively.

- (i) Reserved.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE WATER TREATMENT PLANT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND ALLIANCE WATER RESOURCES, INC.; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City elected to enter into a professional management agreement at the Water Treatment Plant with Alliance Water Resources, Inc. in 2013 for the following reasons:

- 1) the technological environment surrounding the production of drinking water has become increasingly complex;
- 2) the regulatory environment surrounding the production of drinking water has become increasingly restrictive and complex; and
- 3) this environment requires advanced skills, training and expertise for effective management and operation of the water treatment plant;
- 4) these increasing burdens result in additional costs occurring within a difficult economic status both locally and nationally thereby resulting in a need for informed, systematic and specialized management to garner the most cost-effective approach possible; and
- 5) the City has significant, high priority management responsibilities which must be devoted to the wastewater treatment system for the foreseeable future requiring full attention; and

WHEREAS, the Alliance Water Resources, Inc. management team has proven competent, successful and responsible in executing the existing agreement and in operating the Water Treatment Plant under contract since 2013 ; and

WHEREAS, the attached Professional Services Agreement, herein attached and incorporated by reference as Exhibit "A", defines the scope of services, compensation and terms and condition under a five year contract with a renewal option for a second five year term.

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

SECTION 1: That the City of Boonville, Missouri hereby agrees and authorizes renewal of the Professional Services Agreement attached hereto as "Exhibit A" and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk be and hereby authorized to execute this Agreement on behalf of the City of Boonville.

SECTION 3: This Ordinance shall take effect and be in full force from and after the defined commencement date as established by the Agreement.

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

FIRST READING: September 15, 2025

SECOND READING: October 6, 2025

**READ FOR THE SECOND TIME AND PASSED THIS 6TH DAY OF October, 2025,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT AND EXHIBITS
HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST
READING.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 6th DAY OF October 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this _____ day of _____, 2025 by and between the City of Boonville, a municipal corporation of the state of Missouri (hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated June 3, 2013, and the Memoranda of Agreement(s) dated December 21, 2015, and March 17, 2020, memorandum agreements between the City and Alliance.

Pursuant to section 3.6 the following Section(s) of the Professional Services Agreement are modified as follows:

Section 6.1 to establish renewal of contract for five (5) years.

6.1 This agreement shall commence on the **1st day of April 2026** and shall remain in effect through the 31st day of March 2031, a period of five (5) years, subject to annual appropriation of funds by the City. If the City appropriates Funds for operations and/or maintenance of the Facility, this agreement shall remain in force and effect. Thereafter, the Agreement shall be renewed automatically for successive terms of five (5) years each unless canceled by either party in writing no less than (90) days prior to expiration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Authorized Signature

Authorized Signature

President
Alliance Water Resources

Mayor
City of Boonville, Missouri

Date

Date

ATTEST:

Secretary

City Clerk

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

WHEREAS, Bill No. 2025-019, concerning adoption of the City of Boonville Personnel Manual, was considered and failed by vote on September 2, 2025; and

WHEREAS, during the Miscellaneous portion of the September 15, 2025 City Council Meeting, the Council voted to bring the matter back for reconsideration as a new bill, now introduced as Bill No. 2025-023; and

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 November 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, November 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: October 6, 2025

**READ FOR THE SECOND TIME AND PASSED ON THIS 20TH DAY OF OCTOBER 2025,
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC
INSPECTION PRIOR TO ITS FIRST AND SECOND READING.**

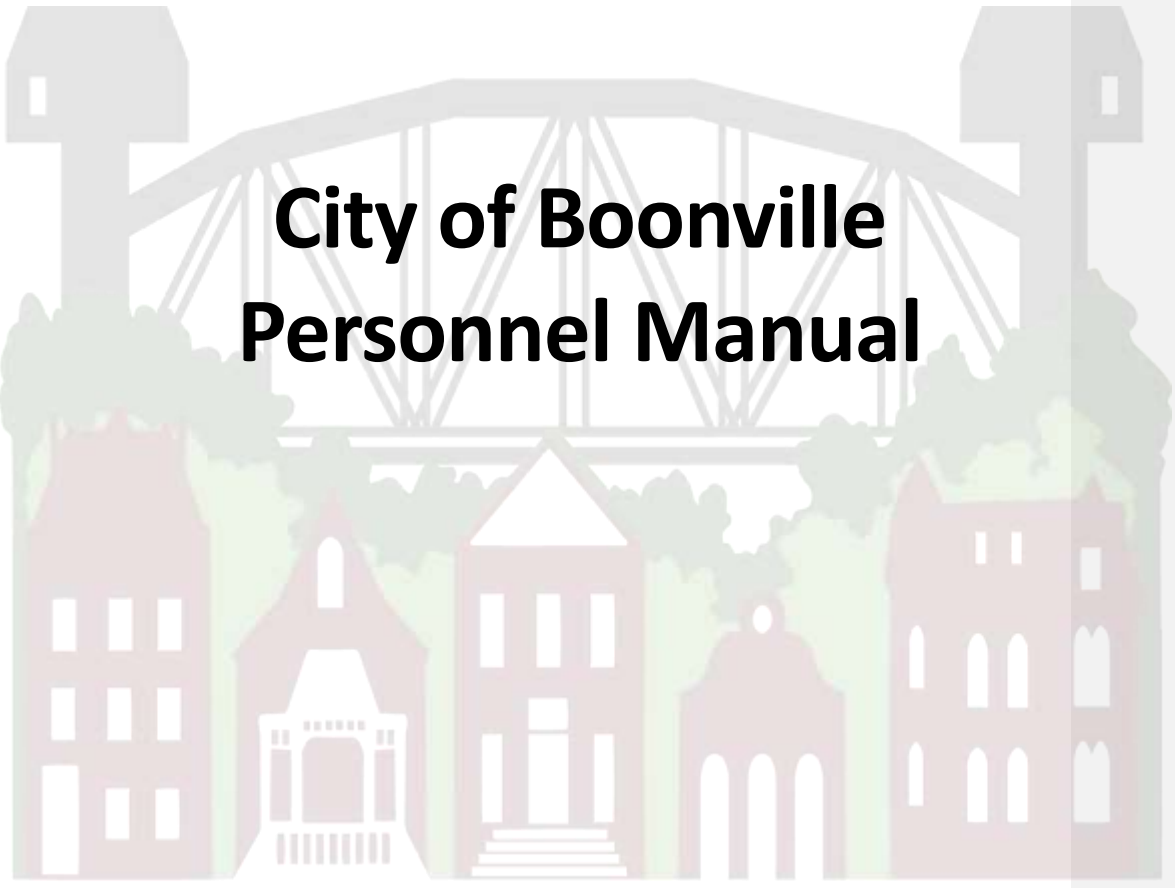
President of the Council

APPROVED THIS 20TH DAY OF OCTOBER 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)

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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.

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.

SANITARY SEWER IMPROVEMENTS 2025 CITY OF BOONVILLE, MISSOURI			ENGINEER'S ESTIMATE		1		
			MECO Engineering Co. 2701 Industrial Drive Jefferson City MO 65109		Bennett Inc 103 NE 15th Lane Lemar MO 64759		
			Bid Opening September 10, 2025 at 2pm MECO Project No. 454-320				
Item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
BASE BID							
1	Mobilization	1	LS	\$ 13,200.00	\$ 13,200.00	\$ 75,000.00	\$ 75,000.00
2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
3	Clearing and Grubbing	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00
4	Removal of Improvements	1	LS	\$ 5,300.00	\$ 5,300.00	\$ 25,000.00	\$ 25,000.00
5	Pavement Repairs for Manhole Replacements	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 3,000.00	\$ 12,000.00
6	Full Depth Granular Backfill for Manhole Replacements	4	EA	\$ 1,350.00	\$ 5,400.00	\$ 2,000.00	\$ 8,000.00
7	30" Type A Curb and Gutter (incl. MoDOT Type #5 Aggregate Base)	18	LF	\$ 100.00	\$ 1,800.00	\$ 150.00	\$ 2,700.00
8	48" Std. Manhole w/ Frame and Lid (0'-6' Depth)	5	EA	\$ 8,000.00	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00
9	Raise Manhole Top	0.2	VLF	\$ 2,000.00	\$ 400.00	\$ 10,000.00	\$ 2,000.00
10	Replace Manhole Frame & Lid Only in Pavement	6	EA	\$ 3,250.00	\$ 19,500.00	\$ 4,000.00	\$ 24,000.00
11	Replace Manhole Frame & Lid Only in Earth	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00
12	Additional Manhole Depth	15.4	VLF	\$ 520.00	\$ 8,008.00	\$ 1,000.00	\$ 15,400.00
13	Polyurea Manhole Lining (0-4' Dia.)	94.6	VLF	\$ 360.00	\$ 34,056.00	\$ 360.00	\$ 34,056.00
14	Reconnect Existing Lateral to Sewer Main	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 2,000.00	\$ 12,000.00
15	8" PVC Inside Drop	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
16	Fertilizing, Seeding and Mulching	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
17	Contingency	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
TOTAL BID				\$ 172,964.00		\$ 296,656.00	
ALTERNATE NO. 1 BID							
18	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
19	Traffic Control	1	LS	\$ 700.00	\$ 700.00	\$ 3,000.00	\$ 3,000.00
20	Removal of Improvements	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
21	Pavement Repairs for Manhole Replacements	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00
22	Full Depth Granular Backfill for Manhole Replacements	3	EA	\$ 1,350.00	\$ 4,050.00	\$ 2,000.00	\$ 6,000.00
23	48" Std. Manhole w/ Frame and Lid 0'-6' Depth	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
24	48" Std. Outside Drop Manhole w/ Frame & Lid 0'-6' Depth	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 15,000.00	\$ 30,000.00
25	Additional Manhole Depth	12.3	VLF	\$ 520.00	\$ 6,396.00	\$ 1,000.00	\$ 12,300.00
26	Reconnect Existing Lateral to Sewer Main	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00
27	ADA Sidewalk Ramp w/ Truncated Dome Plates	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BID				\$ 56,646.00		\$ 97,300.00	



BILL NO. 2025-024

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE DEPOSITORY AGREEMENT BETWEEN THE CITY OF BOONVILLE, MISSOURI AND BTC BANK WITH A COMPLEMENTARY PLEDGE AND CUSTODIAL AGREEMENT FOR SECURITY INTERESTS, N.A.; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS; the City advertised a Request for Proposals for the depository banking services for the city for the next three years with four responses; and

WHEREAS; the bid by BTC Bank provides the best terms for the depository bank services as its proposal has the lowest costs for requested service and the highest rate of interest to be paid to the city on idle funds on deposit; and

WHEREAS; the Depository Agreement in conjunction with the Pledge and Custodial Agreement both herein attached and incorporated by reference as Attachment A provide the terms and conditions for the transfer and management of the moneys on deposit as well as provide the proper securities reporting and perfect a security lien for assets above the FDIC coverage limits.

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

SECTION 1: That the City of Boonville, Missouri hereby agrees and executes the Depository Agreement and the Pledge and Custodial Agreement herein attached as Attachment A and made a part hereof as fully as if set forth herein verbatim as well as and other authorization documents necessary to carry out the intent of these agreements.

SECTION 2 That the City Administrator and City Clerk are hereby authorized to execute on behalf of the City of Boonville these agreements and other authorization documents.

SECTION 3: This Ordinance shall take effect and be in full force on November 30, 2025.

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

FIRST READING: OCTOBER 6, 2025

SECOND READING: OCTOBER 20, 2025

READ FOR THE SECOND TIME AND PASSED THIS 20TH DAY OF OCTOBER, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT AND EXHIBITS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

PRESIDENT OF THE COUNCIL

APPROVED THIS _____ DAY OF _____, 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this ____ day of October, 2025, by and between the City of Boonville, Missouri, hereinafter referred to as “City” and BTC Bank, hereinafter referred to as “Depository”.

IN WITNESS WHEREOF, City and Depository hereby agree as follows:

1. Depository has been selected by the City as a depository of moneys of the City as contemplated and permitted by Chapters 110 and 165, RSMo., as amended. The portions of City moneys governed by this Agreement are set forth in the City’s Request for Proposal and in Depository’s bid, both attached hereto, identified as **Exhibit A** and **Exhibit B**, respectively, and incorporated into this agreement.
2. Under this Depository Agreement, City will direct its accountant or other authorized agent(s) to deposit from time to time with Depository money of the City and Depository will provide those services, terms and conditions as set forth in the Depository’s bid (**Exhibit B**).
3. Depository agrees to secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation, by pledging securities and executing the Pledge and Custodial Agreement herein attached, identified as **Exhibit C** and incorporated in this Depository Agreement. In addition, the Depository shall approve this agreement with the pledge, lien and security interest herein verified annually at their Board of Trustees meeting and notify the City of such approval.
4. If, at any time during which there are City funds on deposit under this agreement, Depository comes under investigation, management or contract of the Federal Deposit Insurance Corporation or any other federal governmental entity authorized by law to implement the provisions of the Financial Institutions Reform and Recovery Act or any similar or successor federal law, Depository shall so notify the City and shall further notify the Federal Deposit Insurance Corporation or other appropriate federal agency or entity of the existence and terms of this agreement.
5. Depository agrees to maintain a copy of this Depository Agreement in its official files during any period that it serves as Depository for the City.
6. The City may, from time to time, inspect the securities or book entry receipts for the securities and determine that the securities are actually held according the attached Pledge and Custodial Agreement. The custodial institution shall provide routine copies of pledge, withdrawal and substitution activities to City for such inspection.
7. This agreement shall be binding upon the undersigned and any successors or assigns.
8. This agreement may be terminated, in writing, at any time upon the mutual agreement of the parties to this agreement.
9. The term of this agreement commences on the 1st day of December 2025 and shall continue for four (4) years until December 1, 2029, with the City reserving the option to then extend this agreement for up to two (2) additional years.

CITY

City of Boonville, Missouri

Kate Fjell
City Administrator

DEPOSITORY

First State Community Bank

Curtis W. Carter
Market President

ATTEST

Amber Davis
City Clerk



Request for Proposals

July 1, 2025

Due: August 4, 2025 at 2:00 p.m.

Return To: City of Boonville
c/o City Clerk
401 Main Street
Boonville, MO 65233

Overview:

The City of Boonville, Missouri is soliciting competitive sealed proposals from full-service financial institutions that are Federal or State of Missouri chartered and have headquarters or a Main office in Missouri and a branch in Boonville for operating banking services.

The City of Boonville reserves the right to reject any or all proposals and waive irregularities therein. As a general rule, the depository must be located within the Boonville City Limits. Each financial institution is encouraged to submit information outlining any other cost-saving services that may be worthy of consideration by the City.

Sealed original proposals with one (1) hard copy and one (1) electronic copy (to be emailed to the City Clerk after the bid opening) shall be submitted to City Hall no later than 2:00 p.m. on August 4, 2025.

Inquiries and Clarifications:

All requests and questions regarding this proposal should be made no later than 2:00 p.m. on July 28, 2025, to the City Administrator.

Schedule of Activities:

RFP Submittal: Due 2:00 p.m. on August 4, 2025

Discussion at Council: August 18, 2025

First Reading of Ordinance: September 2, 2025

Second Reading of Ordinance: September 15, 2025

Transition to financial institution: November 1, 2025

A. General Background:

The City of Boonville intends to place its operating banking services for competitive bid within the City's financial community. It is the intent to award a four-year contract for operating banking services with the option of the City to extend the contract for up to two (2) additional years. The effective date for this agreement will be November 1, 2025. The City encourages all prospective financial institution representatives to examine the RFP carefully. Qualified financial institutions are requested to submit proposals to provide services as defined in this RFP and comply with the City's Investment Policy.

B. Account Structure:

The City utilizes four (4) separate accounts, however there is one main operating account with the depository. Following is a brief description of each account and their respective volume.

1. General Fund Account (Primary Operating Account)

The City's operating account contains a variety of activities including payroll, accounts payable, and daily deposit transactions. It will be subject to checking. The City's balance in the main operating account ranged from \$3,000,000 to \$5,000,000. The prospective average balance for this account will be a function of interest earnings off the account and available investment alternatives. The City pledges a minimum balance of \$1,500,000 and a monthly average balance of \$2,000,000.

2. Soccer Field Account

The Soccer Field Account is only used for receiving rentals from Missouri Soccer Park. Currently there are no expenses charged to this account.

3. Guaranteed Deposit Account

Deposits made into this account are from new customer water deposits. There are minimal checks coming out of this account.

4. Health Insurance Account

The City of Boonville is self-funded for health insurance and maintains a health insurance account utilized to pay monthly premiums monthly. There is a transfer to this account as a part of payroll.

All accounts are currently reconciled monthly. An additional account may be required during the contract period.

The General Fund, Guaranteed Deposit, and Health Insurance Accounts are all interest-bearing accounts.

C. Security:

The Depository shall deposit securities which have a market value of at least 100% of all City funds on deposit less the amount of FDIC insurance available with a qualified Custodian and perfect the security interest of the Depositor in the collateral pledged by holding the collateral in a custody account for the benefit of the Depositor under a Collateral Security Agreement. The Custodian shall be independent from the financial institution and may not be the financial institution's holding company. Collateral shall be as itemized in Section 30.270 RSMo.

All funds on deposit with the Depository to the credit of the Depositor are required to be secured by collateral as provided for in Missouri Revised Code Section 110.010 and Chapter 30 and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) also known as 12 USC Section 1823(e). The relationship and contractual terms between the Depository and Custodian shall be clearly stated in the Request for Proposal response and include requirements that the Collateral Security Agreement is approved contemporaneously with the collateral being pledged by Board of Directors of the Depository and a statement

that the Collateral Security Agreement has been an official record of the Depository continuously since the execution of the agreement. Attach a draft copy of the proposed Collateral Security Agreement for review. A letter of credit for the applicable Federal Home Loan Bank is also acceptable.

D. Deposits:

It is expected that all transactions will take place at the main offices of the depository. The City would expect to be able to use the drive-in facilities of the depository.

E. Loans:

The City would expect to continue the bidding of any short-term loans or other financing arrangements required. The depository would be eligible to bid for this business. The depository agreement will stipulate that the depository function as a lender of last resort should some set of circumstances dictate such a situation.

F. Investments:

In general, the depository shall assist the City in making profitable investments from time to time as requested by the City. The City retains the option of separately placing its idle funds outside the depository as the City deems in its best interest. This is the City's current practice.

G. Enrollment in the Federal Work Authorization Program (E-Verify):

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

H. Automated Account Reconciliation:

The City requires information provided electronically to reconcile its accounts, including a cleared check report. Information is expected within three (3) business days of month-end. Responding financial institutions should describe their systems and how stale dated checks will be handled.

I. Positive Pay:

The City uses positive pay for all accounts. Please describe in detail how your process works, how notifications occur, and the cost, if applicable.

J. Additional Services and Supplies:

1. The City has an average of 120 deposits monthly which include direct deposits from state agencies, various vendors, credit card payments, and deposits made manually from various City transactions. There may be a seasonal summer increase in activities.

2. Imprinted deposit books for the General Fund and Guaranteed Deposit. The City prints its own Accounts Payable checks in-house with an average of 350 checks written monthly. The City is responsible for purchasing and printing all Accounts Payable checks.
3. Imprinted checks for all **minor** checking accounts (less than 10), including checks for various grant programs, in format designated by the City (utilize less than 25 per year each).
4. The City allows water customers to pay by automatic withdrawal in the form of three ACH's a month. The average number of monthly customers is 600.
5. The City pays its employees via direct deposit on a bi-weekly payroll status. On average the City pays 85 employees during the off season and up to 150 employees during the peak season.
6. The City uses credit cards to manage employee expenses for travel and many other purchases. Please describe your financial institution's procurement card/credit card program options, including associated costs.
7. Currently, the City does wire transfers periodically.
8. Depository for Federal Withholding Taxes with the full use of EFTPS and/or ACH.
9. Coin wrappers.
10. Locked deposit bags. 3 will be needed only during peak season with the pool.
11. On occasion the City may need to be able to obtain a cashiers and/or registered checks. This is very seldom.
12. Stop payment orders may be a necessity on occasion. The average is less than 5 a year.
13. A monthly printout of cancelled check images with the monthly paper statements. The check images must be sorted in numerical order, with the check number and amount appearing on the statement. All monthly statements must be dispersed in a timely manner within few days after the last day of the month. The City is requiring that the bank statements be on a calendar month basis through the last day of the month.
14. A 24-hour minimum time period from the time of notification of insufficient funds checks to cover the operating account.
15. A 24-hour minimum time period of notification on chargebacks must be given with an image sent via fax or email with the paper copy to be mailed as soon as possible.
16. City may consider processing credit card payments and deposits.

17. Must be able to accommodate on-line banking features such as, but not limited to, daily viewing of multiple accounts, stop payments, ACH, EFT, and the ability to transfer funds between accounts, and viewing and/or printing of monthly statements.

18. A single contact person shall be designated to manage all inquiries and questions or concerns the City may have.

19. Safekeeping of securities.

20. Have the capacity of providing all “required services”. No joint ventures, consortiums, or contract service providers are acceptable.

K. Financial Status: The City may request financial data from the institutions of the leading proposals as well as any third-party custodians. The information, if deemed necessary, would be requested subsequent to the initial evaluation of the proposal. Additional services or alternatives may also be proposed. The selection will be set forth by statute and will encompass the total package of services offered by the financial institution. Requests for information should be addressed to the City Administrator.

L. RFP Submission

For the proposal to be considered, it must address each item in the RFP. Additionally, for all interest-bearing accounts, the interest rate paid to the City should be included.

1. Acknowledgement of:

- Willingness to enter into collateral security agreement pledging security in excess of insurance coverage.
- Willingness to enter depository agreement.
- Pledging in excess of insurance coverage; copy of Collateral Security Agreement.
- Loans.
- Items in each section of this RFP should be addressed or explained in the submittal. Any fees associated with the items should also be included in the response.

2. **Interest rates paid to City with the computational methods used to calculate and a source citation for reference.**

3. Alternative or exceptions.

M. PROPOSAL STIPULATION REQUIREMENTS – RFP FORM:

The following stipulation requirements are being requested in this Banking Services RFP:

1. A financial institution must bid on all Required Services, but any financial institution can bid on any one or all the Optional Banking Services.

2. The proposal should not be expensive or extravagant. It should be simple and easily understood. Proposals must be submitted in the format provided in this RFP. Supporting material must be provided.

3. A duly authorized official of the financial institution must sign the proposal.
4. The following financial institution profile data is required:
 - a. The 2024 year-end financial statements or most recent 12-month ending period. If the financial institution is owned by a holding company, submit financial statements for both the financial institution and the holding company.
 - b. Identify the three largest owners of your financial institution.
 - c. Describe how the City would rank relative to other customers of the financial institution in relationship to size, complexity of service, availability, and expertise of financial institution personnel, etc.
5. Each response should include resumes of key management and staff members to be assigned to the account. The City prefers to have one key liaison to work with.
6. Provide information regarding your community reinvestment and community involvement within the City of Boonville in the last three years.
7. Provide a list of three customers of similar size and complexity to the City's requirements (especially other municipalities), including contact names, addresses, phone numbers, and e-mail addresses for references.
8. All contract form(s) required to provide services proposed in this RFP must be submitted as part of the proposal, including a proposed Banking Contract and Security Agreement.
9. Provide information describing security precautions that will be utilized to protect City funds and information.
10. Attach a copy of your financial institution's statement of equal opportunity employment practices.
11. Acknowledge compliance with the City's Investment Policy (Exhibit A).
12. **METHOD OF COMPENSATION:** Interest rates for all accounts, not listed as non-interest bearing, investment of idle funds structure and method, shall be explicitly addressed in the proposals and shall be in lieu of a service charge and will be assumed to encompass and cover all elements of this RFP.

Sec. 2-19. Investment policy.

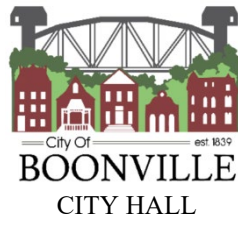
- (a) *Policy.* It is the policy of the City of Boonville to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the city and conforming to all state and local statutes governing the investment of public funds.
- (b) *Scope.*
 - (1) This investment policy applies to all financial assets and all funds of the City of Boonville.
- (c) *Prudence.*
 - (1) Investments shall be made with judgment and care—under circumstances then prevailing—which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.
 - (2) The standard of prudence to be used by investment officials shall be the "prudent person" standards and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- (d) *Objective.* The primary objectives, in priority order, of the city's investment activities shall be:
 - (1) *Safety.* Safety of principal is the foremost objective of the investment program. Investments of the city shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
 - (2) *Liquidity.* The city's investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements which might be reasonably anticipated.
 - (3) *Return on investment.* The city's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account, the city's investment risk constraints and the cash flow characteristics of the portfolio.
- (e) *Delegation of authority.* Authority to manage the city's investment program is derived from the Missouri Constitution Article IV, Section 15. Management responsibility for the investment program is hereby delegated to the bookkeeper under the direct supervision of the city administrator. No person may engage in an investment transaction except as provided under the terms of this policy. The bookkeeper shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and maintain records thereof.
- (f) *Ethics and conflicts of interest.*
 - (1) Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the city administrator any material financial interests in financial institutions that conduct business with the City of Boonville, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the city's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the city, particularly with regard to the time of purchases and sales.

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- (2) All employees with investment authority shall file the appropriate reports with the secretary of state disclosing potential conflicts of interest and substantial interests in accordance with Boonville city ordinance.
- (g) *Authorized financial dealers and institutions.*
- (1) In order for a financial institution to qualify for investment of city funds, certain conditions must exist. Financial institutions shall be restricted to banks which are members of the Federal Deposit Insurance Corporation. No public deposit shall be made except in a qualified public depository in the State of Missouri.
- (2) A current audited financial statement is required to be on file for each financial institution in which the city invests.
- (h) *Authorized and suitable investments.* The city is empowered by statute to invest in the following types of securities:
- (1) Bonds, bills, or notes of the United States or an agency of the United States.
- (2) Negotiable certificates of deposit, savings accounts, and other interest earning deposit accounts of financial institutions whose operations for the two most recent years have resulted in a profit.
- (3) Repurchase agreements against eligible collateral, the market value of which must be maintained during the life of the agreements at a level equal to or greater than the amount advanced. An undivided interest in the instruments pledged for such agreements must be granted to the city.
- (4) The Missouri State Treasurer's Repurchase Agreement Pool.
- (i) *Collateralization.*
- (1) All investments which exceed the financial institution's insurance limits shall be secured by eligible collateral. The market value of the collateral must be equal to or greater than the value of the investment instrument less the amount of insurance coverage. Eligible collateral shall mean all securities which would otherwise be qualified for purchase under this policy and which are on the State of Missouri Office of the State Treasurer's list of securities acceptable as collateral to secure state deposits.
- (2) All investments purchased under this policy are to be issued in negotiable, bearer form to the city or in the form of a safekeeping receipt.
- (3) Collateral will always be held by an independent third party. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the city and retained.
- (4) The right of collateral substitution is granted.
- (j) *Safekeeping and custody.* All security transactions, including collateral for repurchase agreements, entered into by the city shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the bookkeeper and evidenced by safekeeping receipts.
- (k) *Diversification.* The city will make every effort to diversify its investments by security type and institution.
- (l) *Maximum maturities.* To the extent possible, the city will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the city will not directly invest in security maturing more than two years from the date of purchase, unless circumstances warrant other consideration, as approved by the city administrator.
- (m) *Internal control.* The city administrator shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

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- (n) *Performance standards.* The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs.
 - (o) *Reporting.* The bookkeeper is charged with the responsibility of preparing a report on the investment activity to be provided to the independent external auditor. Reports will include the issuing financial institution, the type of security, the term to maturity, the interest rate, the amount of principal, performance, interest earnings, etc.
 - (p) *Investment policy adoption.* The city's investment policy shall be adopted by ordinance of the city council, and any modifications made thereto must be approved by the city council.

(Ord. No. 3580, §§ 1, 2(Exh. A), 10-18-99; Ord. No. 3983, §§ 1—5, 3-20-06)

State law reference(s)—City depositories, RSMo 95.280 et seq.; depositories for public funds, RSMo Ch. 110.



Request for Proposals

July 1, 2025

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All accounts are reconciled monthly. An additional account may be required during the contract period.

The General Fund, Guaranteed Deposit, and Health Insurance Accounts are all interest-bearing accounts.

Upon a successful bid, BTC Bank will open accounts as instructed in section B at the direction from the City of Boonville.

C. Security:

The Depository shall deposit securities which have a market value of at least 100% of all City funds on deposit less the amount of FDIC insurance available with a qualified Custodian and perfect the security interest of the Depositor in the collateral pledged by holding the collateral in a custody account for the benefit of the Depositor under a Collateral Security Agreement. The Custodian shall be independent from the financial institution and may not be the financial institution's holding company. Collateral shall be as itemized in Section 30.270 RSMo.

All funds on deposit with the Depository to the credit of the Depositor are required to be secured by collateral as provided for in Missouri Revised Code Section 110.010 and

Chapter 30 and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) also known as 12 USC Section 1823(e). The relationship and contractual terms between the Depository and Custodian shall be clearly stated in the Request for Proposal response and include requirements that the Collateral Security Agreement is approved contemporaneously with the collateral being pledged by Board of Directors of the Depository and a statement that the Collateral Security Agreement has been an official record of the Depository continuously since the execution of the agreement. Attach a draft copy of the proposed Collateral Security Agreement for review. A letter of credit for the applicable Federal Home Loan Bank is also acceptable.

Deposits up to \$250,000 are secured by the Federal Deposit Insurance Corporation (FDIC). Additional deposits will be secured by US Government Agencies, Missouri Municipals, or Federal Home Loan Bank Letters of Credit. Securities are pledged at 100% of the amount on deposit less FDIC coverage. BTC Bank is a member of the IntraFi Network Deposits program which allows the bank to place deposits within our network to achieve 100% FDIC coverage without the need for additional pledging. Deposits held through the IntraFi Network are reciprocal, thus ensuring that the balance of the city deposits will stay local.

D. Deposits:

It is expected that all transactions will take place at the main offices of the depository. The City would expect to be able to use the drive-in facilities of the depository.

BTC Bank is a full service bank located at 2302 Main Street, Boonville, Missouri 65233.

E. Loans:

The City would expect to continue the bidding of any short-term loans or other financing arrangements required. The depository would be eligible to bid for this business. The depository agreement will stipulate that the depository function as a lender of last resort should some set of circumstances dictate such a situation.

BTC Bank will comply with this stipulation.

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In general, the depository shall assist the City in making profitable investments from time to time as requested by the City. The City retains the option of separately placing its idle funds outside the depository as the City deems in its best interest. This is the City's current practice.

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BTC Bank will comply with this stipulation.

I. Positive Pay:

The City uses positive pay for all accounts. Please describe in detail how your process works, how notifications occur, and the cost, if applicable.

BTC Bank does offer Positive Pay. All items are worked through our online banking Treasury Management portal.

J. Additional Services and Supplies:

1. The City has an average of 120 deposits monthly which include direct deposits from state agencies, various vendors, credit card payments, and deposits made manually from various City transactions. There may be a seasonal summer increase in activities.

BTC Bank will accept the deposits listed in section a. BTC Bank will also offer Remote Deposit Capture to the city at no cost. This will allow the City to complete check transactions from their office without having to bring the deposit to the bank. Cash will still be handled at the bank.

2. Imprinted deposit books for the General Fund and Guaranteed Deposit. The City prints its own Accounts Payable checks in-house with an average of 350 checks written monthly. The City is responsible for purchasing and printing all Accounts Payable checks.

BTC Bank will purchase deposit books for the City of Boonville. The bank will also reimburse the City up to \$1,000.00 annually for the checks purchased from another vendor.

3. Imprinted checks for all **minor** checking accounts (less than 10), including checks for various grant programs, in format designated by the City (utilize less than 25 per year each).

BTC Bank will purchase the checks listed above at no cost to the City.

4. The City allows water customers to pay by automatic withdrawal in the form of three ACH's a month. The average number of monthly customers is 600.

BTC Bank will assist in processing ACH files at no cost to the City.

5. The City pays its employees via direct deposit on a bi-weekly payroll status. On average the City pays 85 employees during the off season and up to 150 employees during the peak season.

BTC Bank will assist in processing ACH files at no cost to the City.

6. The City uses credit cards to manage employee expenses for travel and

many other purchases. Please describe your financial institution's procurement card/credit card program options, including associated costs.

BTC Bank's new Credit Card program that is managed at the bank is in its initial offering. The program will allow for procurement cards and management of the program directly by the City.

7. Currently, the City does wire transfers periodically.

BTC Bank will assist in processing wire transfers at no cost to the City.

8. Depository for Federal Withholding Taxes with the full use of EFTPS and/or ACH.

BTC Bank will comply with Federal Withholding Taxes, EFTPS and/or ACH as processed by the city.

9. Coin wrappers.

BTC Bank will provide coin wrappers to the City at no cost.

10. Locked deposit bags. 3 will be needed only during peak season with the pool.

BTC Bank will provide the requested deposit bags to the City at no cost.

11. On occasion the City may need to be able to obtain cashiers and/or registered checks. This is very seldom.

BTC Bank will provide official bank checks to the City at no cost.

12. Stop payment orders may be a necessity on occasion. The average is less than 5 a year.

BTC Bank will not charge the City for STOP payment requests.

13. A monthly printout of cancelled check images with the monthly paper statements. The check images must be sorted in numerical order, with the check number and amount appearing on the statement. All monthly statements must be dispersed in a timely manner within a few days after the last day of the month. The City is requiring that the bank statements be on a calendar month basis through the last day of the month.

BTC Bank will comply with this request.

14. A 24-hour minimum time period from the time of notification of insufficient funds checks to cover the operating account.

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15. A 24-hour minimum time period of notification on chargebacks must be given with an image sent via fax or email with the paper copy to be mailed as soon as possible.

BTC Bank will comply with this request.

16. City may consider processing credit card payments and deposits.

BTC Bank will comply with this request.

17. Must be able to accommodate on-line banking features such as, but not limited to, daily viewing of multiple accounts, stop payments, ACH, EFT, and the ability to transfer funds between accounts, and viewing and/or printing of monthly statements.

BTC Bank has a full Treasury Management suite that will allow the city to set up capabilities and features to each specific online user.

18. A single contact person shall be designated to manage all inquiries and questions or concerns the City may have.

Curtis Carter, BTC Bank Market President and Susan Lenz, BTC Bank Vice President will be the dedicated local contacts for the City of Boonville's inquiries or questions.

19. Safekeeping of securities.

BTC Bank will provide a report of pledged securities to the City on a monthly basis.

20. Have the capacity of providing all "required services". No joint ventures, consortiums, or contract service providers are acceptable.

BTC Bank is the owner of all products and services that have been offered in this request.

K. Financial Status: The City may request financial data from the institutions of the leading proposals as well as any third-party custodians. The information, if deemed necessary, would be requested subsequent to the initial evaluation of the proposal. additional services or alternatives may also be proposed. the selection will be set forth by statute and will encompass the total package of services offered by the financial institution. Requests for information should be addressed to the City Administrator.

BTC Bank will provide data as requested by the City upon subsequent evaluation of this bid.

L. RFP Submission

For the proposal to be considered, it must address each item in the RFP. Additionally, for all interest-bearing accounts, the interest rate paid to the City should be included.

1. Acknowledgement of:

- Willingness to enter into collateral security agreement pledging security in excess of insurance coverage.

BTC Bank is willing to enter a collateral security agreement with the City of Boonville.

- Willingness to enter depository agreement.

BTC Bank is willing to enter into a depository agreement with the City.

- Pledging in excess of insurance coverage; copy of Collateral Security Agreement.

A draft copy of the Collateral Security Agreement is included in this bid.

- Loans.

BTC Bank will loan funds to the City at their request and application. Interest rates for the loans may be obtained at the time the City wishes to borrow funds

- Items in each section of this RFP should be addressed or explained in the submittal. Any fees associated with the items should also be included in the response.

All items have been addressed in each section. Please inquire at BTC Bank, 400 Main St, Boonville, MO 65233, for additional account questions.

2. Interest rates paid to the City with the computational methods used to calculate and a source citation for reference.

BTC Bank will open an Interest Bearing account(s) for the City. The interest rate on the account(s) will be calculated as the 91 day t-bill rate as posted on the last business day of the month and effective the first of the following month. The current rate is 4.29% Annual Percentage Yield for month of August 2025. Interest rate ceiling is 4.50% Annual Percentage Yield and Interest Rate Floor is 1.00% APY.

Balance Computation Method. BTC Bank uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **Compounding and Crediting.** Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before the interest is credited, you will receive the accrued interest. **Accrual on Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). There will be no minimum balance requirements on the City's accounts.

3. Alternative or exceptions.

M. PROPOSAL STIPULATION REQUIREMENTS –RFP FORM:

The following stipulation requirements are being requested in this Banking Services RFP:

1. A financial institution must bid on all Required Service, but any financial institution can bid on any one or all the Optional Banking Services.
2. The proposal should not be expensive or extravagant. It should be simple and easily understood. Proposals must be submitted in the format provided in this RFP. Supporting material must be provided.
3. A duly authorized official of the financial institution must sign the proposal.
4. The following financial institution profile data is required:
 - a. The 2024 year-end financial statements or most recent 12-month ending period. If the financial institution is owned by a holding company, submit financial statements for both the financial institution and the holding company.
Financial End of Year Statement is attached.
 - b. Identify the three largest owners of your financial institution.
BTC Bank is a privately held corporation.
 - c. Describe how the City would rank relative to other customers of the financial institution in relationship to size, complexity of service, availability, and expertise of financial institution personnel, etc.
BTC Bank serves many public service accounts in our region.
5. Each response should include resumes of key management and staff members to be assigned to the account. The City prefers to have one key liaison to work with.
Curtis Carter, BTC Bank Market President and Susan Lenz, BTC Bank Vice President will be the dedicated local contacts for the City of Boonville's inquiries or questions.
6. Provide information regarding your community reinvestment and community involvement within the City of Boonville in the last three years.
BTC Bank prides ourselves on our local involvement in all of the communities of which we serve. We are members of local clubs, volunteers and trusted faces in our cities. We are also proud contributors to our schools, local libraries and causes that matter to all of our employees and community members.
7. Provide a list of three customers of similar size and complexity to the City's requirements (especially other municipalities), including contact names, addresses, phone numbers, and e-mail addresses for references.
Upon final consideration, BTC Bank will set a meeting with the above requested representatives of similar entities.
8. All contract form(s) required to provide services proposed in this RFP must be submitted as part of the proposal, including a proposed Banking Contract and Security Agreement.
BTC Bank will work with the City upon final consideration of the BTC Bank Bid.
9. Provide information describing security precautions that will be utilized to protect City funds and information.
BTC Bank follows all requirements and regulations as member of the FDIC and chartered bank in the State of Missouri.
10. Attach a copy of your financial institution's statement of equal opportunity employment

practices.

BTC Bank is an equal opportunity employer.

11. Acknowledge compliance with the City's Investment Policy (Exhibit A).

BTC Bank will comply with the Investment Policy of the City.

12. METHOD OF COMPENSATION: Interest rates for all accounts, not listed as non-interest bearing, investment of idle funds structure and method, shall be explicitly addressed in the proposals and shall be in lieu of a service charge and will be assumed to encompass and cover all elements of this RFP.

BTC Bank has bid the City of Boonville accounts as interest bearing with no service charges.

Financial Institution: BTC Bank

Address: 3606 Miller Street

Bethany, MO 64424

Telephone: 660-425-7285

Executive Officer: Douglas Fish

Representative for County to Contact: Curtis Carter, Susan Lenz, Boonville Branch

Dated this 4th **day of** August, **2025**

Signature of Bank Official

Curtis Carter, Market President, Regional Senior Lender

MIB

PLEDGE AND CUSTODIAL AGREEMENT

_____ (“**Public Entity**”) has selected
_____ (“**Depository Bank**”) as a depository for certain of its funds, and Depository Bank has agreed to act as the depository for those funds in accordance with applicable laws and/or governing statutes (“**Governing Statutes**”), which require that Depository Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (“**FDIC**”), by pledging securities (“**Eligible Securities**”) of any type permissible by the Governing Statutes. Midwest Independent Bankers Bank (“**Custodian**”) has agreed to hold the Eligible Securities in safekeeping pursuant to the terms, conditions and covenants of the Pledge and Custodial Agreement (“**Agreement**”).

IN WITNESS WHEREOF, the parties hereto hereby agree to be bound by the terms, conditions and covenants as more fully set forth below:

I. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING ELIGIBLE SECURITIES.

Depository Bank will select Eligible Securities suitable for pledging to secure public deposits and will send a written or facsimile to the Custodian designating and identifying the Eligible Securities to be pledged. Upon receipt of such communication Custodian will issue and deliver to the Depository Bank a pledge notification which identifies the Eligible Securities pledged to the designated Public Entity.

Depository Bank hereby grants to Public Entity a security interest in all Eligible Securities delivered to or held by Custodian and reflected on Custodian’s records as being pledged to the Public Entity. Custodian agrees to hold all Eligible Securities deposited with it, and to serve pursuant to the terms, conditions and covenants of this Agreement, and to hold any and all Eligible Securities in custody until such time that adequate substitutions, withdrawals and releases have been executed. In no event shall Custodian be responsible for determining if the pledged securities are “Eligible Securities”.

II. SUBSTITUTION OR RELEASE OF SECURITIES.

Depository Bank and Public Entity agree that as long as Custodian has not received written notice from Public Entity stating that Depository Bank is in default of its obligations to pay to Public Entity its deposits when due, Depository Bank shall have the right to substitute Eligible Securities of at least equal market value then held by Custodian for Depository Bank or delivered to Custodian for the purpose of pledging. Public Entity and Depository Bank also agree that Custodian shall have no obligation to ascertain or report the market value of any securities in connection with substitutions.

If the aggregate market value of the Eligible Securities held by Custodian at any time exceeds the public funds deposited, Depository Bank may request the release of any/all excess Eligible Securities by

providing Custodian with a release notice signed by an authorized representative of the Public Entity (Exhibit A).

III. DEPOSITORY BANK'S OBLIGATIONS.

Depository Bank will give Custodian clear instructions for substitution, withdrawal or release of Eligible Securities to include:

1. Identifying Depository Bank Information;
2. Original Face (Par Value);
3. Cusip Numbers;
4. Public Entity Name;
5. Maturity Date/Call Date, including, enough specific information to execute the pledge, substitution, or release.

Depository Bank represents and warrants to Public Entity that the pledge, lien and security interest granted herein was approved by Depository Bank's board of directors or loan committee, that such approval is reflected in the minutes thereof, and that a copy of this Pledge and Custodial Agreement shall be maintained as an official record of the Depository Bank.

IV. PUBLIC ENTITY.

Public Entity agrees that Custodian is acting hereunder on Public Entity's behalf and at Public Entity's risk. Public Entity is responsible for monitoring the Depository Bank's pledge, withdrawal and substitution activities to insure that the market value of any Eligible Securities is equal to or exceeds Public Entity's funds on deposit with Depository Bank.

V. CUSTODIAN'S OBLIGATIONS.

Custodian agrees to act as custodian under the terms, conditions and covenants of this Agreement in holding and transferring the Eligible Securities held by it, by exercising the same care as it would in protecting and disposing of its own securities, but assuming no responsibility other than for the safekeeping and disposition of the securities and proceeds as provided, herein.

Custodian is expressly authorized by Depository Bank and Public Entity to utilize FRBs, Depository Trust Company, third party custodians or depositories, financial intermediaries and agents to hold, directly or through the use of other third party depositories or agents, any Eligible Securities. Depository Bank and Public Entity expressly release Custodian from any liability or claims that Custodian may incur or that may be asserted against Custodian, other than for Custodian's willful or intentional failure to comply with the undertakings hereunder to safekeep and dispose of the Eligible Securities as provided herein. Depository Bank and Public Entity shall each indemnify and hold Custodian harmless from any liabilities, claims, losses or expenses (including attorneys' fees) that may be incurred or asserted against Custodian arising from any action or inaction taken in good faith by Custodian with respect to any Eligible Securities.

Custodian is hereby authorized to rely and act upon any written or facsimile, notification, notice or document which purports to be signed by a representative of Depository Bank or of Public Entity (as applicable) without any duty to investigate or confirm the identity or authority of individuals giving or

signing such instruction, notification, notice or document. Custodian is expressly authorized to rely upon any facsimile copy of any written document as if an original executed copy thereof had been received by Custodian from the party purporting to have executed the original.

Custodian shall be entitled to receive reasonable compensation from the Depository Bank for its services. Custodian shall have the right to terminate this Agreement upon thirty (30) days written notice to Public Entity and Depository Bank. In the event of any such termination by Custodian, Depository Bank and Public Entity agree to promptly appoint (but in no event later than the expiration of the 30-day period) a successor custodian and to deliver to Custodian instructions relating to all of Eligible Securities then held by Custodian and instructions for the delivery and transfer of such Eligible Securities to the successor custodian. If within such 30-day period, Custodian is not notified in writing by Depository Bank and Public Entity that a successor custodian has been established and that Custodian is authorized and directed to transfer all Eligible Securities held by it to such successor custodian, Custodian may thereafter, in its sole discretion, continue to hold the Eligible Securities or may deliver or transfer the Eligible Securities to Public Entity (or an entity or account designated by Public Entity). Unless terminated by Custodian, this Agreement shall remain in effect until such time as Depository Bank and Public Entity have delivered to Custodian written notice signed by each declaring that the Agreement has been terminated and is no longer effective; upon receipt of same, Custodian is thereafter authorized to deliver or transfer the Eligible Securities in accordance with any directions or instructions given solely by Depository Bank.

VI. DISPUTES.

In the event Custodian receives written notification from Depository Bank or Public Entity that a disagreement between Depository Bank and Public Entity exists as to any rights respecting any or all of the Eligible Securities, Custodian shall hold such Eligible Securities together with all proceeds thereof, until: (a) Public Entity and Depository Bank notify Custodian in writing that the dispute has been resolved and direct Custodian to transfer or deliver such Eligible Securities to either of them or to a third party or account designated by them, (b) Custodian is directed as to the disposition of such Eligible Securities by an order or decree of a court of competent jurisdiction, or (c) Custodian transfers the Eligible Securities pursuant to any authorization or requirement applicable to it or such Eligible Securities under any applicable statute or regulation relating to the holding, transfer or disposition of Eligible Securities securing public deposits. Custodian is expressly authorized to rely and act upon any of the foregoing written notices, orders, decrees, statutes, or regulations, and upon doing so shall be released and discharged from any liability or duty with respect to any Eligible Securities with respect to which it has taken such actions.

VII. PAYMENTS BY CUSTODIAN.

Unless Custodian has been notified in writing by Public Entity that a default has occurred with respect to the payment by Depository Bank of any Public Deposits, Depository Bank shall be entitled to receive all principal payments, interest and other income on the Eligible Securities (including, without limitation, any securities received by Custodian as a substitute for, proceeds of, or otherwise with respect to, any securities included within the Eligible Securities) and Custodian is hereby authorized and directed to pay

over, deliver or transfer same to Depository Bank (or any entity or account designated by Depository Bank).

VIII. SUITABILITY OF ELIGIBLE SECURITIES.

Custodian shall have no duty or obligation whatsoever to examine or determine if any securities that are now or at any time hereafter included within the Eligible Securities are of a kind or character, or have a market value, prescribed by law to be Eligible Securities for Public Deposits. Custodian shall have no duty or obligation to ascertain the market value of any securities in connection with any substitutions.

IX. ISSUANCE OF RECEIPT.

At such time as custodian has received a communication from Depository Bank identifying a security held by Custodian to being included within the Eligible Securities, Custodian shall execute a pledge notification identifying the security and reflecting Public Entity's status as a secured party. Such notification, which is neither transferable nor assignable, shall be furnished to the Depository Bank and shall be accepted by Public Entity and Depository Bank as sufficient evidence of the pledging and depositing of the security with the Custodian. The return of such pledge notification may be required by Custodian for the withdrawal, release or transfer of such security pursuant to applicable provisions and authorizations set forth in this Agreement.

X. GENERAL.

This Agreement shall be executed in triplicate with one executed original to be retained by each of the parties and shall be in full force and effect when executed by all parties. This Agreement is neither assignable nor transferable, and there is no requirement that the Agreement be returned to Custodian before delivery, transfer or designation of any securities as Eligible Securities hereunder. All notices, pledge notification and other documents and instruction required or authorized may be delivered, sent by facsimile or mailed to the parties hereto at the respective addresses (or facsimile numbers) set forth. Custodian will deliver, fax or mail documents to Depository bank and it is the Depository Bank's responsibility to forward to Public Entity's attention. For purposes of this Agreement, no notice, notification, document or communication shall be deemed to have been given to or received by Custodian unless it is actually received by one or more of the employees or officers of Custodian that are designated in writing by Custodian as being authorized to receive the instruction. Any document sent by facsimile to Custodian shall be deemed to be received only when received by Custodian at the facsimile number designated in writing within this Agreement, and which may be changed as business conditions warrant.

Dated this _____ day of _____, 20____.

DEPOSITORY BANK: _____

Signature: _____

Printed Name: _____

Title: _____

Fax: _____

Email: _____

PUBLIC ENTITY: _____

Signature: _____

Printed Name: _____

Title: _____

Fax: _____

Email: _____

CUSTODIAN: MIDWEST INDEPENDENT BANKERSBANK _____

Signature: _____

Printed Name: _____

Title: _____

Fax: _____

Email: _____

Exhibit A

Midwest Independent BankersBank Custodial Addition/ Substitution/Release of Collateral Form

Pledging Bank Safekeeping Account No. _____
(6 digit SK Account Number)

Pledging Bank Name/City, State: _____

Contact Person: _____ Pledgee ID: _____

Please update the pledge status on the collateral noted below for the following **Public Entity**:

(Name of Public Entity)

Addition of Collateral

Please Indicate: ☐ New Pledge ☐ Substitution Pledge

Please **PLEDGE** the following collateral:

Original Face / Par Value	CUSIP	SK Receipt #	Security Short Description	Rate	Maturity Date

Release of Collateral

Please Indicate: ☐ Substitution Release ☐ Outright Release

Please **RELEASE** the following collateral:

Original Face / Par Value	CUSIP	SK Receipt #	Security Short Description	Rate	Maturity Date

Depository Bank certifies that market value of the new collateral is equal to or greater than the collateral being released.

Signature of Authorized Depository Bank Officer

Date: _____

Signature of Authorized Public

Date: _____

(Required when the collateral is to be released without substitution or when the stated par value of the new collateral is less than the par value of the collateral being released.)

Forward signed documents to: Midwest Independent BankersBank Email: safekeeping@mibanc.com

VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Architectural Review Committee – 5 seats

Needs Renewed if they Choose – 0

Board of Adjustments – 5 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Board of Public Works – 4 Seats

Vacant – 0

BOCA Board of Appeals—7 Seats – TOTAL NEEDED 7

Vacant – 1

Needs Renewed if they Choose – 6

Boonville Housing Authority Board – 6 Seats –

Vacant – 0

Needs Renewed if they Choose – Peggy Carney

Fire Board – 5 Seats

Vacant – 0

Needs Renewed if they Choose –

Historic Preservation Commission – 7 Seats –

Vacant –2

Needs Renewed if they Choose –0

Industrial Development Authority – 8 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Local Agency Funding – 5 Seats

Vacant-0

Needs Renewed if they Choose --0

Parks and Recreation Board – 5 Seats

Needs Renewed if they Choose – 0

Planning and Zoning Commission – 5 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Police Board – 5 Seats

Vacant – 0

Needs Renewed if the Choose – 0

Street, Alley, and Sanitation Board – 5 Seats – TOTAL NEEDED 1

Vacant – 0

Needs Renewed if the Choose – 1

Tourism Committee – 5 Seats – TOTAL NEEDED 3

Vacant – 0

Needs Renewed if the Choose – 3

Transportation Development District Committee – 5 Seats – TOTAL NEEDED 1

Vacant – 0

Needs Renewed if they Choose – 0

Airport Board- 5 seats



September 29, 2025

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

I will be out most of next week, so I am drafting this memo a little bit early. A few notes on the Council agenda providing some information and context.

Bill No. 2025-018 Solid Waste Disposal

After a couple of iterations amending this code, this current version is clear, concise and easy to understand. If there are still any outstanding questions, please reach out to staff.

Bill No. 2025-022 Approving Agreement with Alliance Water for Water Treatment Plant

Alliance Water has been a very good partner with us and significantly improved the management, efficiency and quality of both our water and wastewater treatment plants. Their continued management of the Water Treatment Plan will be beneficial for the City.

I&I Bid Discussion

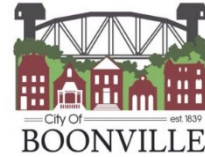
The City recently opened a bid for an I&I project based on a study completed by Mecor. We only received one bid, and you can see on the bid tab that the bid is significantly higher than the engineer's estimate. In talking with Scott and Jeff, it is our recommendation to reject the bid, and we will circle back to this project next year. I had initially budgeted \$150K; so I think we can roll this over to next year plus additional funds from 26-27 budget. I want to clarify that all our I&I projects are important but are not critical; so waiting for another year would not be an issue.

Bank Depository Agreement with BTC Bank

Following presentations and discussions, we have placed an ordinance for first reading by moving the city's depository funds to BTC Bank. Their bid represents the best of the ones submitted to the City. Staff have had some preliminary meetings with BTC bank to discuss the transition.

Proposed Personnel Manual

We have put the personnel manual back on and there are no changes from the 2nd reading that was presented in September. If Council would like to propose changes, we should discuss this during my report out and if there is consensus among council then staff will include those for the second reading.



Economic Developer's Report

September 25, 2025

Narrative:

During the month, the BCDC hosted a site visit and scheduled several other site visits in support of our active projects. During the month, the Boonville City Council also approved the Second and Vine Chapter 353 project and paperwork is being finalized with the developer. Construction has started in earnest on the apartments within the building. Lastly, I attended the Governor's Conference on Economic Development and have brought back learnings to apply to our local efforts. Points of emphasis are in **Bold**.

1. Active Projects:

Boonslick Community Development Corporation								
Active Project List								
NEW	ADVANCING	ON HOLD	Questionable	Out				
Updated: 9/18/2025								
Orig Date	Project Name	Type	Source	Score	Trend	Short Description	Loc	
22 9/18/2025	House	Manufacturing	Local	5	↔	Construction Manufacturing	BCH	
21 9/2/2025	Boat	Expansion	Local	9	↔	Expansion with Retail	B	
20 8/6/2025	Transform	Distribution	Local	8	↑	Equipment Distribution	B	
19 7/1/2025	Chips	Distribution	Local	5	↔	Logistics	C	
18 6/2/2025	Alan	Plt. Expansion	Local	5	↓	Training facility	C	
17 5/27/2025	Locksmith 2	Food Mfg.	MoPar	6	↔	Food Manufacturing	B	
16 5/1/2025	Extend	Energy	Local	9	↑	Energy	C	
15 4/25/2025	Grass 2	Unknown	Local	5	↔	Redevelopment	C/B	
13 3/26/2025	Kraken	Med Eq. Mfg.	MoPar	5	↔	Medical Equipment Manufacturing	B	
12 3/24/2025	Dollar	Financial Svcs	Local	3	↓	Financial Services Organization	B	
11 3/19/2025	Ace	Manufacturing	Local	5	↔	Assumby of high technology parts	C	
9 3/19/2025	Zach	Manufacturing	Local	7	↓	Assumby of high technology parts	C/B	
7 2/27/2025	Bell	Industrial	Local	3	↔	Plastic extrusion	B	
3 1/30/2025	Markus	Bioscience	Local	6	↑	Biomedical manufacturing	B	
2 1/30/2025	Pasta	Bioscience	Local	2	↔	Biomedical manufacturing	B	
1 1/17/2025	Magnito	Industrial	MoPar	3	↔	High value metal recovery	C	

2. Attraction Activities:

a. NEW – Project House

i. Scheduling site visit and meeting with Mayor Beach

b. Project Markus – Site visit on 9/2

i. Discussion of company's development stage Pg. 4

ii. Needs for Developer – 3 Responses

iii. Needs for Banking Institution – 5 Responses

c. Project Transform – Working on submission for P&Z consideration Pg. 5

d. Inquiry – BGIN Blockchain for WPIP data center Pg. 8

e. Inquiry – Ameren customer for data center near Mid America Industrial Pg. 9

3. Retention Activities:

- a. **Socialized regional opportunities for workforce development conferences and state programs for workforce development support**
- 4. **Expansion Activities:**
 - a. **NEW – Project Boat – Expansion project**
 - i. **Meeting with city staff on 9/12 to discuss zoning/ordinance alignment**
 - b. **Project Zach**
 - i. **Congressional advocacy ongoing Pg. 6**
 - c. **Hotel Study**
 - i. **Meeting of land subcommittee on 9/18**
 - ii. **Working to schedule site visits for 2 different potential developers in October**
 - 1. **Discussion of developers Pg. 10**
 - 2. **Outbound emails to Hampton Inn developers Pg. 13**
- 5. **Entrepreneurial Support:**
 - a. **Assisted local entrepreneur with information for new downtown business**
 - b. **Assisted Glasgow entrepreneur with information regarding property development programs**
 - c. **Met with Glasgow Downtown Association on 9/15**
 - i. **Provided market information, demographics, grant information**
 - d. **Met with Fayette Downtown Association on 9/25**
 - i. **Provided market information, demographics, grant information**
- 6. **Workforce Development:**
 - a. **Met with Roberta Carson to discuss K-12 WF development programs on 9/17**
 - i. **DESE Career Clusters Pg. 16**
 - ii. **Career intent surveys of local high school students Pg. 17**
 - iii. **Career intent survey for Columbia schools Pg.18**
- 7. **Housing Development:**
 - a. **Second and Vine Project – Chapter 353**
 - i. **Project approved on 9/15, awaiting final development agreement**
- 8. **Community Activities**
 - a. **Scheduled attendance at Heritage Wood Mills Glasgow Ribbon Cutting on 10/8**
 - b. **Scheduled attendance at MEDC Region 4 meeting in Fulton 10/14**
 - c. **Kate and I presented at a Chamber reception on 9/8**
 - d. **Met with advisor to local electrical cooperatives on ED activities 9/24**
 - e. **Attended MMRPC Multi-Modal TAC Meeting on 9/10 Pg. 19**
 - i. **Added Boonville airport terminal to unfunded needs list**
 - f. **Attended MU workforce summit on 8/28**
 - g. **Submitted \$500,000 USDOT grant application for Port intermodal feasibility study Pg. 21**
 - h. **Attended Governor’s Conference on Economic Development 9/3 to 9/5**
 - i. **Main learnings were on:**
 - 1. **Statewide energy policy**
 - 2. **Transportation infrastructure funding**
 - 3. **Incentive uses and compliance**
 - 4. **Use of LOIS/LASSO**
 - 5. **DED programmatic updates**

9. BCDC Topics

- a. Progress on Collaboration Agreement draft ?**
- b. Progress on draft NDAs – back with Dean Cooper for revision**
 - i. NDA structure chart Pg. 23**
- c. Progress on website update - ~85% complete**
- d. Potential affiliation with the Show-Me Network**
 - i. Met with Rachel Munday and team on 9/17**
 - ii. Met with Codefi on 9/23**
- e. Discussion of statutory powers of Port Authorities Pg. 24**
- f. Discussion of Hawthorn Foundation membership (\$1,500) Pg. 27**

10. Other Matters

- a. Article – “Is the Big Muddy a Supply Chain Solution?” Pg. 28**
- b. Article – “How Ameren Hopes to Attract Huge Data Centers and Protect Customers in Missouri” Pg. 30**
- c. Article – “Incentives Update: General Trends” Pg. 36**
- d. Article – “How the Hyundai Raid Could Upend Trump’s Dream of More US Factories” Pg. 39**
- e. Article – “Olathe Approves Controversial Frozen Food Facility Plan Despite Neighbors’ Outcry” Pg. 42**
- f. VISA US Economic outlook Pg. 44**
- g. VISA US Spending Momentum Index Pg. 48**
- h. VISA American Mood Trend Pg. 53**