City Of est. 1839
BOONVILLE

City of Boonville

October 20, 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.** Steve Young

II. **Roll Call**

III. **Hearing of Citizens' Comments**

IV. **Approval of Minutes**
   - **A.** October 6 Council Minutes

V. **Consent Items**
   - **A.** Consider Pay App No. 7 in the amount of $153,666.00 to Spectrum Environmental for Asbestos and Lead Abatement at A and D Barracks at FT Kemper Park
   - **B.** Consider Pay App No. 8 in the amount of $48,538.33 to GBH Builders, Inc. for YMCA Renovations.
   - **C.** Consider Pay App No. 9 (Final) in the amount of $10,821.91 to Glove Con for City Hall Remodel

VI. **Presentation of Accounts and Claims**
   - **A.** Appropriations

VII. **Unfinished Business**
   - **A.** Fourth reading of Bill No. 2025-009 Authorizing and Approving the annexation of Ballparks Central, approximately 32 acres
   - **B.** Second Reading of Bill No. 2025-023 Amending the Personnel Manual Effective November 1, 2025
   - **C.** Second Reading of Bill No. 2025-024 Authorizing and Approving an agreement for depository bank bids

VIII. **New Business**

- **A.** First Reading of Bill No. 2025-025 Approving an Intergovernmental Agreement with Consolidated Public Water Supply District No. 1 of Cooper County
- **B.** First Reading of Bill No. 2025-026 Authorizing Execution of State Block Grant Agreement With the Missouri Highways and Transportation Commission to Secure Funding for Airport Improvements
- **C.** First Reading of Bill No. 2025-027 Approving a Preliminary Site Plan for 2415 Mid America Industrial Drive
- **D.** First Reading of Bill No. 2025-028 Amending Chapter 14, Relating to the Sale of Fireworks in City limits

IX. Reports of Standing Committees

- **A.** Street and Alley Board (October 8, 2025)
- **B.** Street, Alley, and Sanitation Meeting Minutes October 8th, 2025
- **C.** Planning and Zoning Commission (October 14, 2025)
- **D.** Police Board Meeting

X. Reports of City Officials

- **A.** Mayor
- **B.** City Administrator
- **C.** City Clerk
- **D.** City Counselor

XI. Miscellaneous

- **A.** Memorandum — Salt Bids
- **B.** Public Works Monthly Report September 2025
- **C.** Police Department Employee Survey

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.

City Of BOONVILLE est. 1839

City of Boonville

October 6, 2025
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Tanner Bechtel

The Boonville City Council met in Regular Session on October 6, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present. Randy Ayers, Sergeant at Arms; Kate Fjell, City Administrator; Ned Beach, Mayor; Amber Davis, City Clerk; and Brad Wooldridge, City Counselor. The meeting was called to order. Drew Davis led the prayer after the Pledge of Allegiance.

II. Roll Call

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

III. Hearing of Citizens' Comments

Michael Moore came before the council to express concerns about the elimination of comp time in the personnel manual and its potential impacts on employee morale, retention, and recruitment.

Scott Wack came before the council to express a desire to the council to keep comp time for the police officers.

IV. Approval of Minutes

A. September 15 Council Minutes

The minutes stand as submitted

V. Consent Items

None

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Venable moved, and Ms. Meadows seconded the motion to approve the Appropriations. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel (Via phone), Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried

VII. Unfinished Business

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

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

B. Second Reading of Bill No. 2025-022 Ordinance Approving Agreement with Alliance Water for Water Treatment Plant

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

VIII. New Business

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

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

B. Discussion of I&I bid received

The City of Boonville recently opened a bid for an & I project and only received one bid, which came in significantly higher than the engineers' estimate. After discussion with MECO Engineering and Jeff Ditto, Ms. Fjlell recommended that the city reject the bid and circle back to the project next year. Mr. Cowherd moved, and Ms. Meadows seconded the motion to approve the recommendation. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel (Via phone), Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried

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

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

IX. Reports of Standing Committees

None

X. Reports of City Officials

A. Mayor

- Housing Committee Appointment

Ms. Meadows moved, and Mr. Cowherd seconded the motion to approve the appointment of Peggy Carney to the housing authority committee. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel (Via phone), Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried

B. City Administrator

Ms. Fjell provided a brief update on the water and sewer project, as well as the YMCA project.

The City agreed to buy out the water district for $38,000.00 to compensate for lost revenue resulting from the Ball Park Central project.

Ms. Fjell brought the personnel manual back to the table for discussion. She expressed her thoughts on the changes that city staff would like to make.

There was a discussion between the council and the city staff. It was determined by the council for Chief Ayers to send out a survey to his employees asking their opinion on the comp time/overtime change.

- Discussion of Proposed personnel manual

- Cooper County Public Water Supply District Negotiations update

C. City Clerk

None

D. City Counselor

Mr. Wooldridge also reiterated what had been discussed in regard to the personnel manual.

E. Economic Developer

Jim Gann, Economic Developer, presented his September report to the council.

XI. Miscellaneous

None

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Cowherd seconded the motion to adjourn at 7:56, and the voice vote was unanimous.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO Bonnslick Community Development C
420 E Spring St
Boonville MO 65233

PROJECT:
Old Kemper Military School A & D

APPLICATION NO: 7
INVOICE#: 2-22-1613

PERIOD TO: 9/30/2025

FROM Spectrum Environmental, LLC
13222 Lake Front Drive
Earth City MO 63045

SPECTRUM PROJECT NO: 2200220
PROJECT NO:
CONTRACT NO:
CONTRACT DATE 1/31/2025

OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 1,397,198.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,397,198.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,310,907.00
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ $0.00	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,310,907.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,157,241.00
8. CURRENT PAYMENT DUE		$ 153,666.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 86,291.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

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

CONTRACTOR:

By: _____ Date: 9-29-25

State of:
County of:
Subscribed and sworn to before me on
Notary Public:
My Commission expires:

STACY KREIENHEDER
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 24050406
My Commission Expires 12/03/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 2-22-1565
PERIOD TO: 9/30/2025
PROJECT NO: 0

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Building A	$73,450.00	$73,450.00			$73,450.00	100%	$0.00	$0.00
2	Building D	$888,740.00	$888,740.00			$888,740.00	100%	$0.00	$0.00
3	Building A - Exterior	$40,050.00	$14,000.00	$13,000.00		$27,000.00	67%	$13,050.00	$0.00
4	Building A - Demolition	$24,320.00	$11,244.00	$13,076.00		$24,320.00	100%	$0.00	$0.00
5	Building A Universal Waste	$1,150.00	$1,150.00			$1,150.00	100%	$0.00	$0.00
6	Building D - Exterior	$161,188.00	$75,497.00	$25,000.00		$100,497.00	62%	$60,691.00	$0.00
7	Building D - Demolition	$176,500.00	$86,410.00	$90,090.00		$176,500.00	100%	$0.00	$0.00
8	Building D - Roof	$25,050.00		$12,500.00		$12,500.00	50%	$12,550.00	$0.00
9	Building D Universal Waste	$6,750.00	$6,750.00			$6,750.00	100%	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
	BASE CONTRACT TOTALS	**$1,397,198.00**	**$1,157,241.00**	**$153,666.00**	**$0.00**	**$1,310,907.00**	**94%**	**$86,291.00**	**$0.00**
	CHANGE ORDERS								
1						$0.00	#DIV/0!	$0.00	$0.00
2						$0.00	#DIV/0!	$0.00	$0.00
3						$0.00	#DIV/0!	$0.00	$0.00
4						$0.00	#DIV/0!	$0.00	$0.00
5						$0.00	#DIV/0!	$0.00	$0.00
	CHANGE ORDERS TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**#DIV/0!**	**$0.00**	**$0.00**
	GRAND TOTALS	**$1,397,198.00**	**$1,157,241.00**	**$153,666.00**	**$0.00**	**$1,310,907.00**	**94%**	**$86,291.00**	**$0.00**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PORTER, BERENDZEN & ASSOCIATES, P.C.
ARCHITECTURE
200 South Henry Clay Blvd.
P.O. Box 446
Ashland, MO 65010
(573) 657-2022
E-mail: jay@pba-architecture.com

October 6, 2025

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

Re: Remodeling at Boonslick Heartland YMCA - General Contractor Pay Application No. 8

We have reviewed the AIA Document G702 - Application for Payment No. 08 from GBH Builders. We have reviewed the amount requested and believe it to be appropriate.

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

Change Order #1 has been issued and executed. We will generate a Change Order #2 to capture all remaining approved proposals to date. This will be issued prior to the next pay request and will be reflected on Pay Application #9.

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

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

Respectfully submitted,

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

AIA Document G702 - 1992

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Boonslick YMCA
401 Main Street
Boonville MO 65233

APPLICATION NO: 8

PERIOD TO: 09/23/2025

CONTRACT DATE:

PROJECT NOS:

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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

VIA ARCHITECT:

CONTRACT FOR: 1327 - Boonslick YMCA

APPROVED
By Jay D. Berendzen - October 6, 2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$1,007,000.00
2. NET CHANGES IN THE WORK	$19,808.60
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$1,026,808.60
4. TOTAL COMPLETED AND STORED TO DATE: *(Column G on G703)*	$845,589.51
5. RETAINAGE:	
a. 0.00 % of Completed Work *(Column D+E on G703)*	
b. 0.00 % of Stored Material *(Column F on G703)*	
Total Retainage *(Lines 5a + 5b or Total in Column I on G703)*	$41,289.09
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$804,300.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 From Prior Certificate)*	$755,762.09
8. CURRENT PAYMENT DUE	$48,538.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$222,508.18

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

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

CONTRACTOR: GBH Builders, Inc.

By: _____ Date: _____

State of : Missouri
County of: Cole
Subscribed and sworn to before me on 09/25/2025

Notary Public: _____
My commission expires: 07/01/2028

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

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ $48,538.33

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

ARCHITECT:

By: _____ **Date:** 10-06-2025

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

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AIA Document G703 - 1992

CONTINUATION SHEET

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

APPLICATION N0: 8
APPLICATION DATE: 09/23/2025
PERIOD TO: 09/23/2025
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
1	General Conditions	12,401.31	10,076.31			10,076.31	81	2,325.00	503.82
2	Bond	10,056.00	10,056.00			10,056.00	100		502.80
3	Contingency Allowance	25,000.00	13,482.00			13,482.00	54	11,518.00	674.10
4	Supervision	68,597.90	54,012.90			54,012.90	79	14,585.00	2,700.65
5	Demolition-Labor	46,110.00	46,110.00			46,110.00	100		2,305.50
6	Demolition-Material	6,625.00	6,625.00			6,625.00	100		331.25
7	Masonry	6,254.00	6,254.00			6,254.00	100		312.70
8	Carpentry-Labor	39,766.96	33,411.16	3,200.00		36,611.16	92	3,155.80	1,830.56
9	Carpentry-Misc Material	9,275.00	3,500.00	1,250.00		4,750.00	51	4,525.00	237.50
10	Casework	17,097.80	11,680.36			11,680.36	68	5,417.44	584.02
11	Casework Install	6,890.00						6,890.00	
12	Countertops	19,239.00	8,787.00			8,787.00	46	10,452.00	439.35
13	Joint Sealants	530.00	530.00			530.00	100		26.50
14	HM Frames/Door/Harware	41,340.00	41,340.00			41,340.00	100		2,067.00
15	HM Frames/Door/Hardware Install	8,480.00	8,480.00			8,480.00	100		424.00
16	Glass & Glazing	11,991.73						11,991.73	
17	Metal Frames/Insulation/Sheetrock	58,300.00	54,108.00			54,108.00	93	4,192.00	2,705.40
18	Tape/Finish	26,182.00	22,599.20			22,599.20	86	3,582.80	1,129.96
19	ACT & Suspended Ceilings	18,020.00	14,840.00			14,840.00	82	3,180.00	742.00
20	Plaster Repair	34,874.00						34,874.00	
21	LVT/Resinous Flooring/Base	46,102.58	44,723.70			44,723.70	97	1,378.88	2,236.19
22	Self-Leveler for Floors	34,322.80	34,322.80			34,322.80	100		1,716.14

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AIA Document G703 - 1992

CONTINUATION SHEET

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

APPLICATION N0: 8
APPLICATION DATE: 09/23/2025
PERIOD TO: 09/23/2025
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
23	PVC Wall Tile	10,071.06	10,071.06			10,071.06	100		503.55
24	Interior Painting	62,707.48	35,111.80	12,365.60		47,477.40	76	15,230.08	2,373.87
25	Signage	1,240.20						1,240.20	
26	Toilet Compartments	8,360.22		8,360.22		8,360.22	100		418.01
27	Toilet Accessories	9,294.08	9,294.08			9,294.08	100		464.70
28	Fire Extimguishers	685.82	685.82			685.82	100		34.29
29	Lockers	33,742.98	33,742.98			33,742.98	100		1,687.15
30	Locker Install	6,018.68						6,018.68	
31	Plumbing Mobilization/Submittals	10,600.00	10,600.00			10,600.00	100		530.00
32	Plumbing Demolition	8,480.00	8,480.00			8,480.00	100		424.00
33	Below Grade Plumbing	48,183.36	48,183.36			48,183.36	100		2,409.17
34	Above Grade Plumbing	62,152.04	55,912.00	4,972.16		60,884.16	98	1,267.88	3,044.21
35	Plumbing Fixtures	13,780.00	3,445.00	7,579.00		11,024.00	80	2,756.00	551.20
36	Plumbing Insulation	5,416.60	2,650.00	2,766.00		5,416.00	100	0.60	270.80
37	HVAC Rough-In	14,310.00	10,733.00			10,733.00	75	3,577.00	536.65
38	Mech Equipment	56,498.00	42,374.00			42,374.00	75	14,124.00	2,118.70
39	HVAC Devices and Start-up	17,702.00	13,277.00			13,277.00	75	4,425.00	663.85
40	HVAC-2nd Floor	1,590.00	1,590.00			1,590.00	100		79.50
41	Electrical Admin	2,120.00	2,120.00			2,120.00	100		106.00
42	Lighting Fixtures	10,600.00	10,600.00			10,600.00	100		530.00
43	Electrical Devices	3,180.00	2,120.00			2,120.00	67	1,060.00	106.00
44	Fire Alarm	5,512.00	3,180.00			3,180.00	58	2,332.00	159.00

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APPLICATION N0: 8
APPLICATION DATE: 09/23/2025
PERIOD TO: 09/23/2025
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
45	Electrical Labor and Misc Materials	67,299.40	45,580.00	10,600.00		56,180.00	83	11,119.40	2,809.00
46	CO #1	19,808.60	19,808.00			19,808.00	100	0.60	
	Totals:	**1,026,808.60**	**794,496.53**	**51,092.98**		**845,589.51**		**181,219.09**	**41,289.09**

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PAYMENT APPLICATION

TO:	City of Boonville 401 Main Street Boonville, MO 65233 Attn:	PROJECT NAME AND LOCATION:	City of Boonville Remodeling of the City Hall Building 401 Main Street Boonville, MO 65233	APPLICATION # PERIOD THRU: PROJECT #s:	9 Final 08/26/2025 PBA-2413
FROM:	GloveCon, Inc. 1200 South Business 54 Fulton, Missouri 65251	ARCHITECT:		DATE OF CONTRACT:	09/27/2024
FOR:					

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT**		$192,940.00
2. **SUM OF ALL CHANGE ORDERS**		$23,498.20
3. **CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$216,438.20
4. **TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		$216,438.20
5. **RETAINAGE:**		
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	$0.00	
b. 0.00% of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$0.00
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$216,438.20
7. **LESS PREVIOUS PAYMENT APPLICATIONS**		$205,616.29
8. **PAYMENT DUE**		**$10,821.91**
9. **BALANCE TO COMPLETION** (Line 3 minus Line 6)	$0.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$23,498.20	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$23,498.20	$0.00
NET CHANGES	$23,498.20	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: GloveCon, Inc.

By: Teresa Love Date: 8/26/25

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: City of Boonville
Remodeling of the City Hall Building

APPLICATION #: 9 Final
DATE OF APPLICATION: 08/26/2025
PERIOD THRU: 08/26/2025
PROJECT #s: PBA-2413

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01	General Conditions	$27,471.00	$27,471.00	$0.00	$0.00	$27,471.00	100%	$0.00	$0.00
02	Existing Conditions Demo	$4,400.00	$4,400.00	$0.00	$0.00	$4,400.00	100%	$0.00	$0.00
03	Casework - Vanity	$1,370.00	$1,370.00	$0.00	$0.00	$1,370.00	100%	$0.00	$0.00
04	Thermal & Moisture Protection on Caulking and sealants	$200.00	$200.00	$0.00	$0.00	$200.00	100%	$0.00	$0.00
05	Openings	$1,140.00	$1,140.00	$0.00	$0.00	$1,140.00	100%	$0.00	$0.00
06	Finishes	$72,832.00	$72,832.00	$0.00	$0.00	$72,832.00	100%	$0.00	$0.00
07	Plumbing	$1,750.00	$1,750.00	$0.00	$0.00	$1,750.00	100%	$0.00	$0.00
08	HVAC	$59,777.00	$59,777.00	$0.00	$0.00	$59,777.00	100%	$0.00	$0.00
09	Electrical	$29,000.00	$29,000.00	$0.00	$0.00	$29,000.00	100%	$0.00	$0.00
10	Contingency	($5,000.00)	($5,000.00)	$0.00	$0.00	($5,000.00)	100%	$0.00	$0.00
11	Change Order # 1	$4,935.70	$4,935.70	$0.00	$0.00	$4,935.70	100%	$0.00	$0.00
12	Change Order # 2	$7,744.00	$7,744.00	$0.00	$0.00	$7,744.00	100%	$0.00	$0.00
14	Change Order # 4	$10,818.50	$10,818.50	$0.00	$0.00	$10,818.50	100%	$0.00	$0.00
	TOTALS	$216,438.20	$216,438.20	$0.00	$0.00	$216,438.20	100%	$0.00	$0.00

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 20, 2025** the sum of **$639,156.98**

General Fund	$187,801.08
Sanitation	$8,885.43
CIP Tax	$17,506.21
Water Works	$63,117.82
Capital Projects	$0.00
Waste Water	$25,570.89
Tourism	$10,381.65
Gaming	$19,222.50
Parks/Water	$306,671.40
Kemper Sales Tax	$0.00
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 **$639,156.98** 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 20, 2025** read for the second time this **October 20, 2025** since a copy was made available prior to the meeting.

Approved **October 20, 2025** _____
Mayor

Endorsed **October 20, 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. 2025-009 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ANNEXING CERTAIN CONTIGUOUS TERRITORY OWNED BY KIM BRADY, LOCATED AT 17120 JACKSON ROAD AND ASSOCIATED TRACTS, COOPER COUNTY, MISSOURI, INTO THE CITY OF BOONVILLE, MISSOURI; ZONING THE PROPERTY AS C-P COMMERCIAL DISTRICT; PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, a verified petition, herein attached as "**EXHIBIT A**" as amended and made a part hereof, signed by the owners of the real estate hereinafter described and commonly referred to as 17120 Jackson Road and associated tracts, containing approximately 20.18 and 11.00 acres, respectively, requesting annexation of said territory into the City of Boonville, Missouri was filed with the City Clerk on April 28, 2025; and

WHEREAS, the petition was amended on May 13, 2025 to include the above-referenced additional 11.00 acres adjacent to the original 20.18 acres; and

WHEREAS, the petition is requesting annexation into the City of Boonville and includes an application for the property to be zoned as a C-P Commercial District; and

WHEREAS, said real estate as hereinafter described is contiguous and compact to the present corporate limits of the City of Boonville, Missouri; and

WHEREAS, the Planning and Zoning Commission reviewed and approved the zoning application on May 13, 2025 to place the aforesaid tracts of approximately 20.18 and 11.00 acres, respectively, as herein legally described into the C-P Commercial district; and

WHEREAS, presentation and public hearings of the application for zoning and verified petition for voluntary annexation concerning said matters were held before the Planning and Zoning Commission on May 13, 2025 and a public hearing before the City Council of Boonville, Missouri on June 16, 2025 at 7:00 PM.

WHEREAS, notices of said public hearings were given by publication of notice thereof, on May 15, 2025, in the Columbia Daily Tribune, of a general publication in Cooper County, State of Missouri and to the owners of property within 185 feet by certified mail or personal service; and

WHEREAS, at said Public Hearing, all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed zoning and annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Boonville, Missouri within fourteen days after the public hearing; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Boonville, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City of Boonville.

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

SECTION 1: Pursuant to the provisions of Section 71.012 RSMo as amended, the real estate described to wit in "**EXHIBIT A**" as amended and attached hereto and made a part hereof, is hereby annexed into the City of Boonville, Missouri.

SECTION 2: The boundaries of the City of Boonville, Missouri are hereby altered so as to encompass the real estate described to wit in "**EXHIBIT A**" as amended, lying contiguous and compact to the present corporate limits.

SECTION 3: The City Council of the City of Boonville, Missouri does place this property in **District C-P Commercial District** as recommended by the Planning and Zoning Commission.

SECTION 4: This property will be placed in Ward 3 of the City of Boonville, Missouri.

SECTION 5: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Clerk, one copy recorded with the Cooper County Recorder of Deeds and one copy forwarded to the City Engineer for updating City maps and boundaries.

SECTION 6: This ordinance shall take effect and be in force from and after its passage.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: **JUNE 2, 2025**

SECOND READING: **JUNE 16, 2025**

THIRD READING: **JULY 7, 2025**

FOURTH READING: **OCTOBER 20,2025**

READ FOR THE FOURTH TIME THIS 20th DAY OF OCTOBER 2025 AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION MATTERS WERE PROPERLY HELD.

_____

PRESIDENT OF THE COUNCIL

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

_____

NED BEACH, MAYOR

ATTEST:

_____

AMBER DAVIS, CITY CLERK

RECEIVED
APR 28 2025
By

SAMPLE

VERIFIED PETITION TO THE CITY OF BOONVILLE, MISSOURI FOR THE ANNEXATION AND APPLICATION FOR ZONING OF PROPERTY

Ballparks Central, husband and wife / single, residing at
(name)
24194 Hwy 98 in Cooper County, Boonville, Missouri,
(street address)
65233 hereby presents this as their verified Petition for Annexation of Real Estate into the City of Boonville, Missouri (the "City"), pursuant to Section 71.012 RSMo., and their Application for the zoning of said real estate under the Ordinances of the City of Boonville. The Owners/Petitioners hereby request the City of Boonville as follows:

1. **Real Estate ("Property"):** The Real Estate (the "Property") to which this Petition relates is a 20.18 acre tract as described in a General Warranty Deed
(size of tract)
which was filed of record in the office of the Recorder of Deeds of Cooper County, Missouri on 11-8-2024 in Book 2022, Page 1758 The real property which is the
(date recorded) (book #) (page #)
subject of this Petition is legally described on **Exhibit** A, which is attached hereto and incorporated herein by reference.
(exhibit letter)

2. **Contiguity:** The above described and referenced real property is contiguous with and compact to the existing corporate limits of the City of Boonville, Missouri.

3. **Ownership:** The undersigned Owners/Petitioners are the owner of the fee simple interest in the above referenced Real Estate.

4. **Annexation Requested:** Owners/Petitioners request that the above referenced real estate be annexed into the corporate limits of the City of Boonville, Missouri, and submits that this annexation request by Owners/Petitioners is reasonable and necessary to the proper development of the City of Boonville. This 20.18 acre
(size of tract)
tract is contiguous to the City limits and provides continuity for the Wal-Mart Super Center
(neighboring property name)
property, also petitioning concurrently for annexation to the City. Owners/Petitioners submit that the City of Boonville has the ability to furnish normal municipal services to the above referenced real property within a reasonable time.

5. **Public Hearings Requested:** Owners/Petitioners request that a public hearing concerning the request for annexation in this Petition be held not less than fourteen (14) days nor more than sixty (60) days after the date this Petition is filed with the City of Boonville, Missouri, and that such hearing be held not less than seven (7) days after the notice of such hearing is published in a newspaper of general circulation

qualified to publish notices of legal matters. Owners/Petitioners also request that the Planning and Zoning Commission of the City of Boonville schedule a public hearing in accordance with the Ordinances of the City with respect to the rezoning of the Property.

6. **No Known Objection:** Owners/Petitioners know of no objection by any qualified voter to this Annexation Petition.

7. **Zoning Requested:** Pursuant to Section 101.1. Part Ten of Ordinance No. 1948 of the City of Boonville's Code of Ordinances, Owners/Petitioners request that the Property be categorized and zoned in the C-P .
(zoning code and zoning district name)

8. **Authority:** The undersigned Owners/Petitioners represent and warrant that they have full power and authority to execute this Petition and Application and that same has been executed and delivered to the City of Boonville, Missouri, as the free act and deed of Owners/Petitioners, and that this Petition has been duly verified in the manner required by the laws of the state of Missouri and ordinances of the City of Boonville. The undersigned Owners/Petitioners also represent that the tract described herein is currently being marketed for sale and that any purchaser shall be apprised of the pending petition, hearings and obligations including the requirement and costs for hooking onto the sewer line that is to be placed in the adjacent road right-of-way. In the event the annexation proceedings are not completed prior to any closing and new ownership of the property, the Owners/Petitioners shall immediately notify the City in order to take the necessary legal steps to verify new ownership and substitute parties for a valid annexation.

9. **Procedural Matters:** In addition to the foregoing petition and request, the Owners/Petitioners submit the following:

a. No portion of the Property is within the incorporated boundaries of any other municipality.

b. The Property is not presently zoned because Cooper County does not have a zoning ordinance or planning and zoning.

c. The proposed uses of the Property are substantially similar to and compatible with adjacent property usage.

d. Petitioners submit that the zoning requested is proper and necessary in order to permit the Property to be used in the manner hereafter described.

e. The names and addresses of owners of property located within _____ feet of the subject property are attached hereto as **Exhibit B**.
(# of feet) (exhibit letter)

f. A location map clearly showing the location of the property for which zoning and annexation is requested is attached hereto as **Exhibit C**.
(exhibit letter)

g. The Owners/Petitioners believe that their annexation and zoning application as hereby submitted is complete in all respects; however, Owners/Petitioners request permission to supplement and amend same to the extent that the City's legal counsel deems this Petition and Application to be deficient in any respect.

10. **Date of Petition:** This Petition and Application has been submitted to the City of Boonville, Missouri in the manner required by the Ordinances of the City of Boonville on this 29th day of April 2025

Kim A. Brady
Name of Petitioner

Name of Petitioner

Verification

The undersigned, Kim A. Brady (name), husband and wife / single, being of lawful age and being duly sworn, state and verify that the undersigned have reviewed the foregoing Petition for Annexation and Application for Zoning and that they are, for the purposes of this application, the Owners of the above referenced real estate and state, affirm, verify and acknowledge that they are duly authorized to execute the foregoing Petition and Application and hereby verify that the matters and facts set forth in the foregoing Petition are true and correct to the best of their knowledge and belief.

IN WITNESS WHEREOF, the Owner/Petitioner has executed this verification for the foregoing intents and purposes.

Kim A. Brady
Petitioner Name

Petitioner Name

State of Missouri)
) ss.
County of Cooper)

On this 28 day of April 2025, before me, a Notary Public, in and for said county and state, personally appeared Kim Brady (name), known to be to be the persons who executed the foregoing Petition for Annexation and Application for Zoning and who upon their oath and upon being duly sworn, verified and acknowledged to me that they executed the same as their free act and deed for the purposes therein stated, and that the facts therein stated are true to the best of their knowledge and belief.

Jean M Hampton
Notary Public
Commissioned in Saline County, MO

My commission expires: 5-24-27

JEAN M. HAMPTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 24, 2027
SALINE COUNTY
COMMISSION #15053261

EXHIBIT A
TO PETITION FOR ANNEXATION AND REZONING

Legal Description – Ballparks Central **Property**
(name)

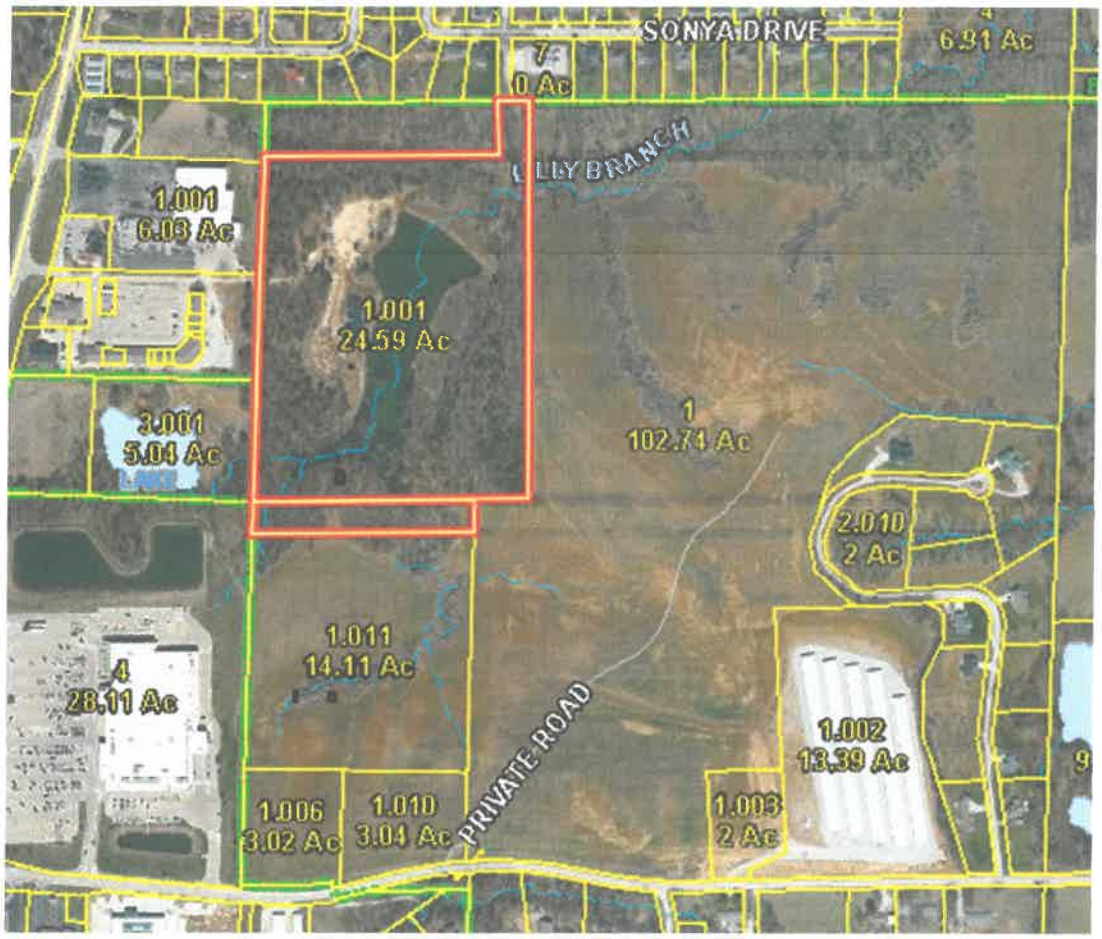
Lot #____ of _____ as shown and designated on the Recorded Plat of said
(subdivision)
subdivision as Recorded in Survey Book 2022, Page 1758 in the Office of Cooper
(book #) (page #)
County Recorder. Subject to Easements and Restrictions of Record.

EXHIBIT B
TO PETITION FOR ANNEXATION AND REZONING

Owners within _____ Feet of Subject Properties
(# of feet)

101001003001001001
MARTIN, CODY WAYNE TRUST & WEBER, A
17024 RYAN ST

CODY MARTIN PH #573-489-9547



101001003001001003
LTEAD INVESTMENTS LLC

LARRY VEST PH #660-621-1663

101001003001001000
EMMR LLC

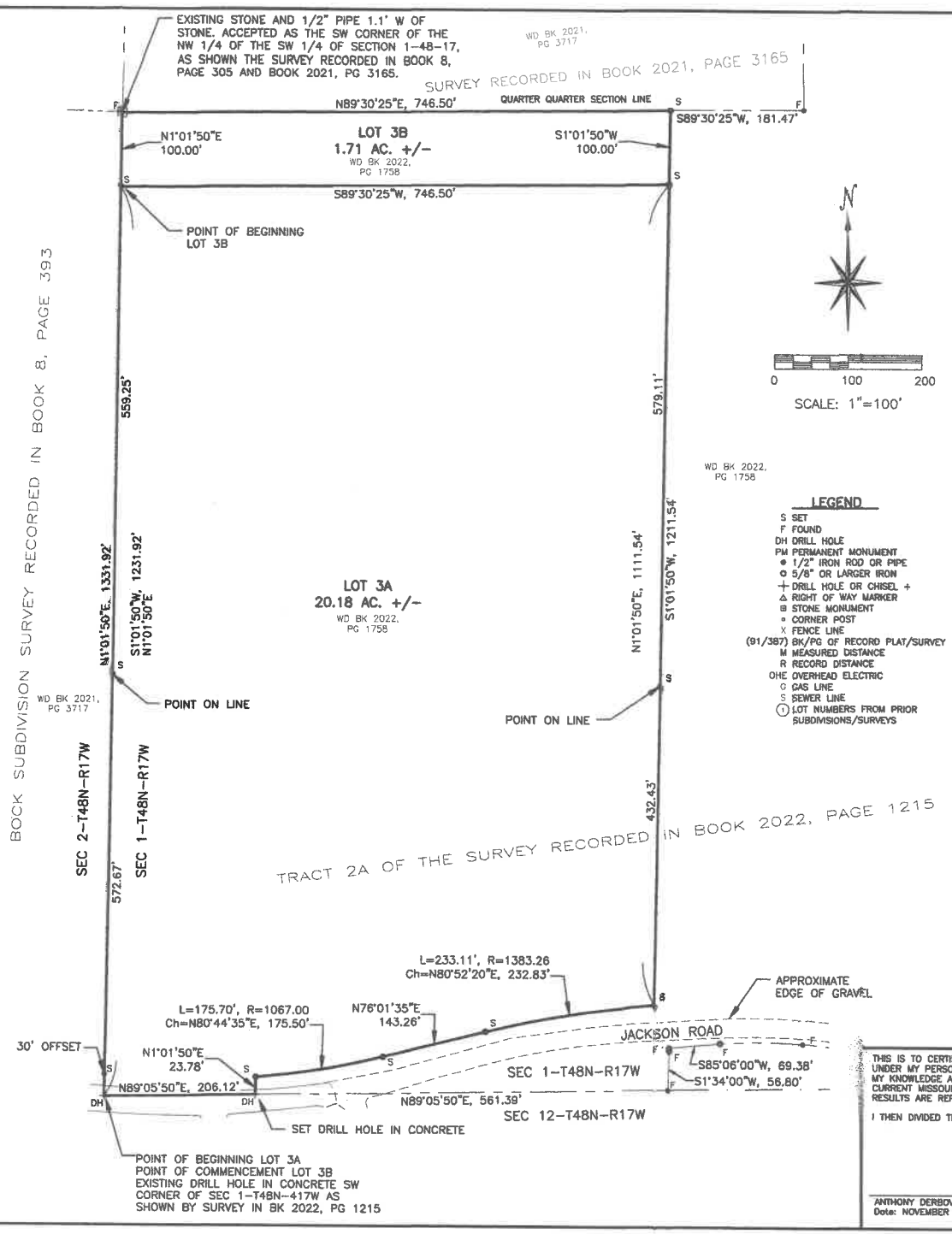
AND

101001003001001002
BOONVILLE SECURE STORAGE LLC

BRYCE EVANS PH #660-815-7692

EXHIBIT C
TO PETITION FOR ANNEXATION AND REZONING

Location Map



A SURVEY FOR
EMMR LLC. & KIM & ERIC BRADY
A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PG 1215.
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST
COOPER COUNTY, MISSOURI

DESCRIPTION: LOT 3A

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE;
THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET;
THENCE 175.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND WITH A CHORD OF N80°44'35"E, 175.50 FEET;
THENCE N76°01'35"E, 143.26 FEET;
THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET;
THENCE N1°01'50"E, 1111.54 FEET;
THENCE S89°30'30"W, 746.50 FEET TO THE WEST LINE OF SAID SECTION 1;
THENCE WITH THE SAID WEST SECTION LINE S1°01'50"W, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.18 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3B

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N1°01'50"E ALONG THE WEST SECTION LINE OF SAID SECTION 1 AND THE WEST LINE OF THE SURVEY IN BOOK 2022, PAGE 1215, 1231.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N1°01'50"E ALONG THE WEST SECTION LINE OF SAID SECTION 1 AND THE WEST LINE OF THE SURVEY IN BOOK 2022, PAGE 1215, 100.00 FEET TO THE SOUTHWEST CORNER OF THE SURVEY IN BOOK 2021, PAGE 3165;
THENCE N89°30'25"E ALONG THE SOUTH LINE OF SAID SURVEY, 746.50 FEET;
THENCE LEAVING THE SOUTH LINE OF SAID SURVEY, S1°01'50"W, 100.00 FEET;
THENCE S89°30'25"W, 746.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.71 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

NOTES:

THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS OBSERVATION.

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR A RURAL CLASS PROPERTY NOVEMBER, 2024

ROADWAY(S) AND/OR DRIVEWAY(S) SHOWN HEREON ARE SHOWN AS LOCATED AT THE TIME OF THE SURVEY. THE SURVEYOR DOES NOT REPRESENT THAT THIS IS PUBLICLY MAINTAINED ROAD NOR THAT KNOWLEDGE OF AN EASEMENT FOR USE OF ACCESS EXISTS UNLESS PUBLISHED HEREON.

ONLY THE RECORDED DOCUMENTS REFERENCED HEREON WERE PROVIDED TO OR DISCOVERED BY THE SURVEYOR. NO ABSTRACT, CURRENT TITLE POLICY/COMMITMENT/REPORT OR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO SURVEYOR.

ANY FENCE LINES DEPICTED HEREON REPRESENT THE APPROXIMATE LOCATION OF AN EXISTING FENCE. THE FENCE MAY REPRESENT A POSSESSION LINE AND SHOULD NOT BE MOVED OR RECONSTRUCTED WITHOUT PRIOR CONSULTATION WITH THE ADJOINING LAND OWNERS.

THIS IS TO CERTIFY THAT AT THE REQUEST OF KIM BRADY, A SURVEY WAS EXECUTED UNDER MY PERSONAL SUPERVISION AND I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND THE RESULTS ARE REPRESENTED ON THIS PLAT OF SURVEY.

I THEN DIVIDED THE TRACT AS SHOWN ON THIS PLAT.

ANTHONY DERBOVEN, P.L.S. 2018019005
Date: NOVEMBER 5, 2024

OWN
Engineering beyond.™
401 S. Cleveland St
Fayette, MO 65248
660.728.5028
weareown.com
Missouri Certificate of Authority # 000062 Expires 12/31/25

JACKSON ROAD
Boonville, Cooper County, MO

DESCRIPTION: LOT 3A

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE; THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET; THENCE 175.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND WITH A CHORD OF N80°44'35"E, 175.50 FEET; THENCE N76°01'35"E, 143.26 FEET; THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET; THENCE N1°01'50"E, 1111.54 FEET; THENCE S89°30'30"W, 746.50 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE WITH THE SAID WEST SECTION LINE S1°01'50"W, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.18 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

1
10.95 Ac
1.001
6.03 Ac
1.001
24.59 Ac
LILLY BRANCH
PRIVATE ROAD
3.001
5.04 Ac
1
102.74 Ac
17
6 Ac
18
6.27 Ac
18.001
8.26 Ac
OLD ROUTE B
B
2.010
2 Ac
1.011
14.11 Ac
4
28.11 Ac
19.001
18.47 Ac
1.006
3.02 Ac
1.010
3.04 Ac
PRIVATE ROAD
1.002
13.39 Ac
1.003
2 Ac
2
5.66 Ac

BTC
Community Minded...Just Like You

Cashiers Check
231678

DATE: 04/28/2025

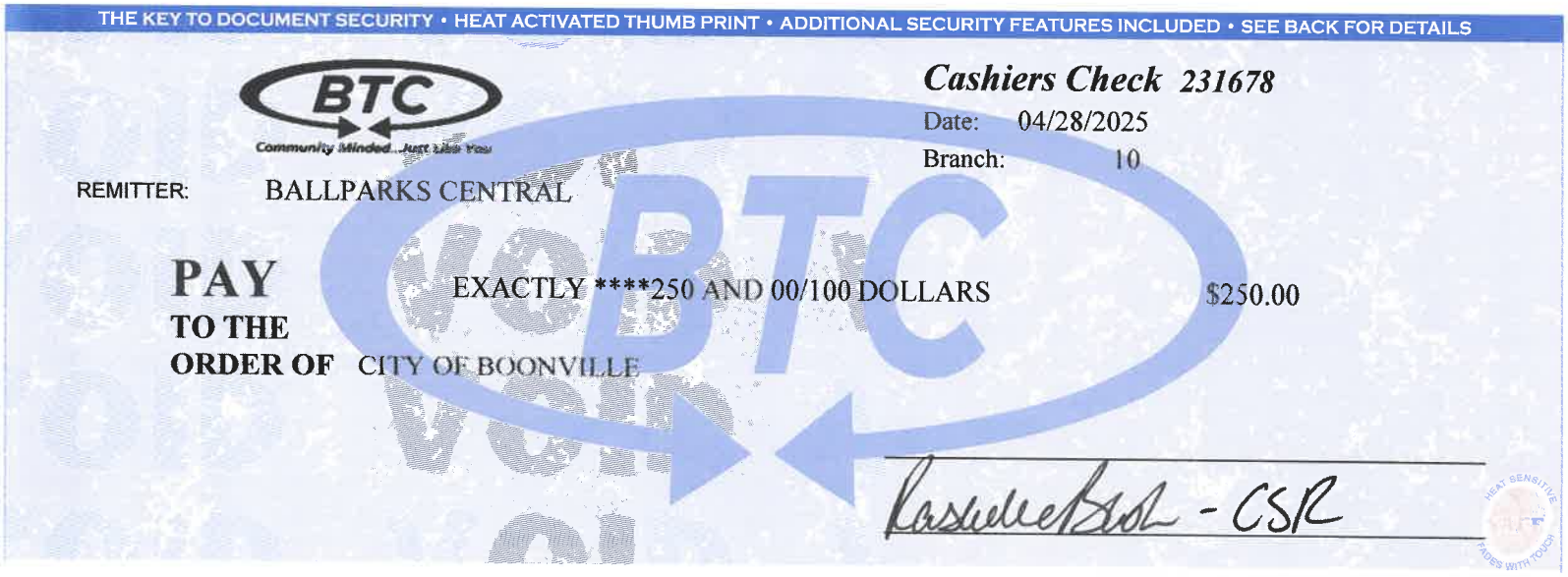
REMITTER: BALLPARKS CENTRAL

BRANCH: 10
ORIGINATOR: RBUSH
TIME: 10:28 AM
CK AMT: $250.00
FEE AMT: $0.00

To: CITY OF BOONVILLE

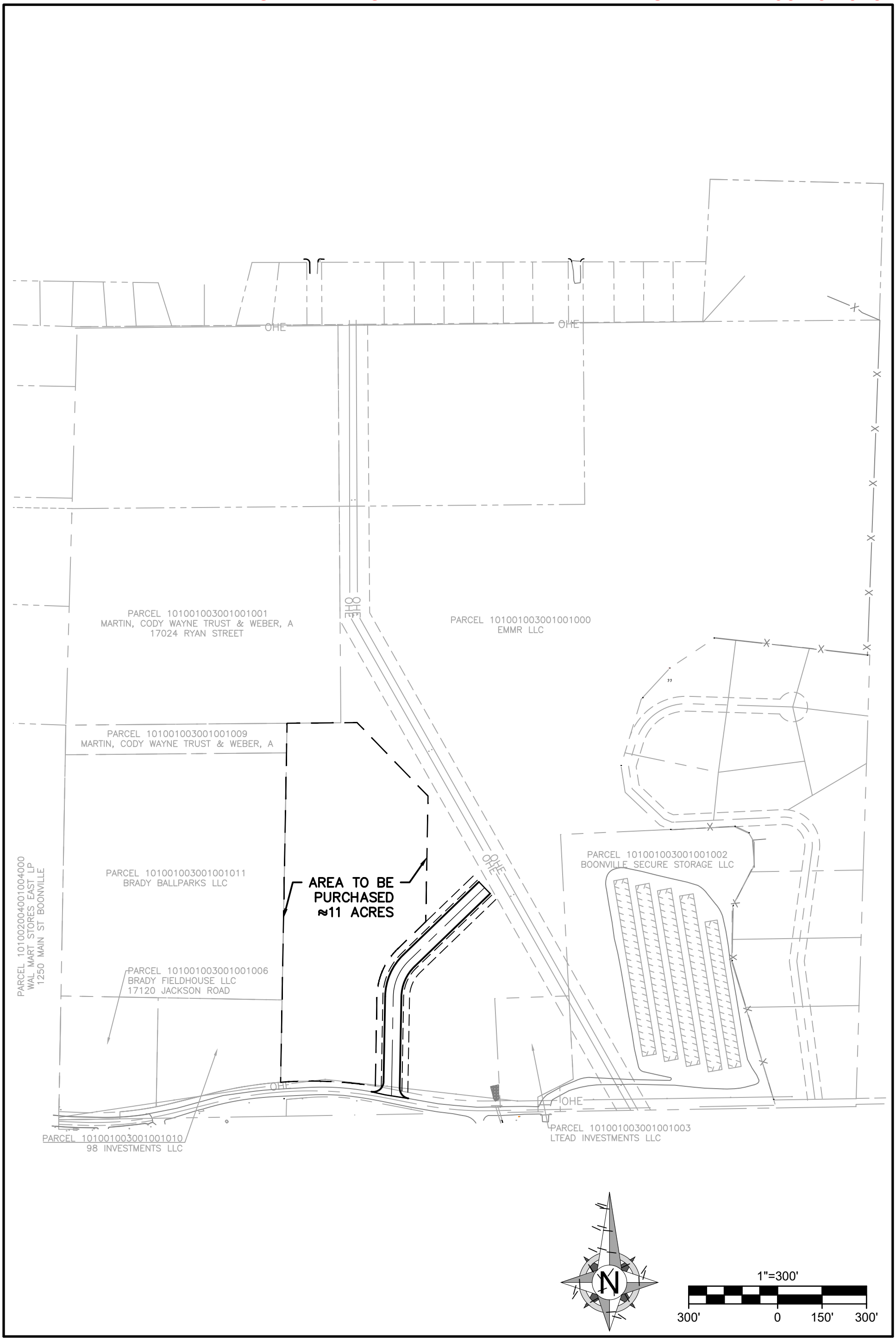
TOTAL: $250.00

NON-NEGOTIABLE



⑈231678⑈ ⑆101916307⑆ 438553⑈

THIS IS THE ADDED PROPERTY FOR THIS AMENDED PETITION ADDED 05.13.2025.



OWN
Engineering beyond.™
4240 Philips Farm Road, Ste 101
Columbia, MO 65201
573.397.5476
COA# 00062

KIM AND ERIC BRADY

BALLPARKS CENTRAL
LAND PURCHASE EXHIBIT A

Jackson Road Boonville, MO 65233

DRAWN BY: BLL	FIELD BY:
DATE: 05-12-2025	FIELD BK: -

RECEIVED
APR 28 2025
By VERIFIED

SAMPLE
PETITION TO THE CITY OF BOONVILLE, MISSOURI FOR THE ANNEXATION AND APPLICATION FOR ZONING OF PROPERTY

Ballparks Central, husband and wife / single, residing at
(name)
24194 Hwy 98 in Cooper County, Boonville, Missouri,
(street address)
65233 hereby presents this as their verified Petition for Annexation of Real Estate into the City of Boonville, Missouri (the "City"), pursuant to Section 71.012 RSMo., and their Application for the zoning of said real estate under the Ordinances of the City of Boonville. The Owners/Petitioners hereby request the City of Boonville as follows:

1. **Real Estate ("Property"):** The Real Estate (the "Property") to which this Petition relates is a 31 M/L acre tract as described in a General Warranty Deed
(size of tract)
which was filed of record in the office of the Recorder of Deeds of Cooper County, Missouri on 11-8-2024 in Book 2022, Page 1758. The real property which is the
(date recorded) (book #) (page #)
subject of this Petition is legally described on Exhibit A, which is attached
(exhibit letter)
hereto and incorporated herein by reference.

5.13.25 KMR

2. **Contiguity:** The above described and referenced real property is contiguous with and compact to the existing corporate limits of the City of Boonville, Missouri.

3. **Ownership:** The undersigned Owners/Petitioners are the owner of the fee simple interest in the above referenced Real Estate.

4. **Annexation Requested:** Owners/Petitioners request that the above referenced real estate be annexed into the corporate limits of the City of Boonville, Missouri, and submits that this annexation request by Owners/Petitioners is reasonable and necessary to the proper development of the City of Boonville. This 31 M/L acre tract is contiguous to the City limits and provides continuity for the Wal-Mart Super Center property, also petitioning concurrently for annexation to the City. Owners/Petitioners submit that the City of Boonville has the ability to furnish normal municipal services to the above referenced real property within a reasonable time.
(size of tract) (neighboring property name)

PB 5.13.25

5. **Public Hearings Requested:** Owners/Petitioners request that a public hearing concerning the request for annexation in this Petition be held not less than fourteen (14) days nor more than sixty (60) days after the date this Petition is filed with the City of Boonville, Missouri, and that such hearing be held not less than seven (7) days after the notice of such hearing is published in a newspaper of general circulation

BILL NO. 2025-023 **ORDINANCE NO. _____**

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

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~~callbacks within an~~the~~ 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 ~~c~~can ~~an~~ 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 Empoyees~~Engineers,~~ a floating holiday)
- ~~Presidents' Day (for Fire Dept. Non-Exempt Employees~~~~Engineers,~~ a floating holiday)~~)~~
- ~~•~~
- Memorial Day
- Juneteenth National Independence Day (for Fire Dept. Non-Exempt Employees a floating holiday)
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Employee's Birthday (to be used within 30 days of the employee's date of birth)
- Floating Holiday (one per calendar year)

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

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

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

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

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

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

Winter Break Leave

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

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

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

Vacation

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

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

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

Full-time employees (except for the Fire Dept. Non-Exempt Employees~~artment 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:

Service Period	Monthly Vacation Accrual	Maximum Accrual*
~~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~~artment 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:

Service Period	Monthly Vacation Accrual	Maximum Accrual*
~~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~~artment 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:

Service Period	Monthly Vacation Accrual	Maximum Accrual*
~~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.

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

401 Main Street | Boonville, MO 65233

660-882-2332 | Fax: 660-882-6608

City Of BOONVILLE est. 1839
CITY HALL

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 of 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.

(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.

(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.

City Of est 1839
BOONVILLE
CITY HALL

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 of 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 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 Cody 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.

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.

BTC Bank will comply with this stipulation.

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 system! and how stale dated checks will be handled.

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 a 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.

    BTC Bank will comply with this request.

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. <u>Financial Status:</u> 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. <u>RFP Submission</u>

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 <u>excess</u> 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 charted 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
BTC BANK _____ ("**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 BankersBank ("**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 statue 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: BTC 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.

_____ Date: _____
Signature of Authorized Depository Bank Officer

_____ Date: _____
Signature of Authorized Public
(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

BILL NO. 2025-025 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF COOPER COUNTY TO SUPPLY WATER FOR RECENTLY ANNEXED PROPERTIES ALONG JAKSON ROAD, BALLPARKS CENTRAL AND 98 INVESTMENTS, LLC, PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the recent annexation along Jackson Road encompass approximately 32 acres.

WHEREAS, the City and Consolidated Public Water Supply District No. 1 of Cooper County have negotiated an intergovernmental agreement detailing the terms and conditions facilitating the buy out of this area and an understanding that the water district will supply water to the areas until the City completes the water line extension.

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

SECTION 1: That the City of Boonville, Missouri shall accept and authorize the intergovernmental agreement as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: City clerk shall record with the Cooper County Recorder of Deeds and provide a certified copy to the Cooper County Collector.

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 20, 2025

READ FOR THE SECOND TIME AND PASSED THIS _3rd__ DAY OF _NOVEMBER_, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED INTERGOVERNMENTAL AGREEMENT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS _3rd_ DAY OF _NOVEMBER_____, 2025

_____
NED BEACH, MAYOR

ATTEST

_____
AMBER DAVIS, CITY CLERK

MEMORANDUM OF AGREEMENT TO PROVIDE WATER SERVICE BETWEEN THE CITY OF BOONVILLE, MISSOURI AND CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF COOPER COUNTY, MISSOURI

This Agreement is made and entered into as of the ____ day of October, 2025, by and between The City of Boonville, Missouri, a Municipal Corporation and political subdivision of the State of Missouri, whose principal place of business is located at 401 Main Street, Boonville, Missouri (hereinafter referred to as the "CITY"), and Consolidated Public Water Supply District No. 1 of Cooper County, Missouri, a political subdivision, being a Consolidated Public Water Supply District pursuant to Chapter 247 of the Revised Statutes of Missouri, whose principal office is P.O. Box 422, Boonville, Missouri (hereinafter referred to as the "DISTRICT"),

RECITALS

WHEREAS, the CITY has recently been contacted by a commercial developer (hereinafter referred to as the "DEVELOPER") about the development of a baseball complex and athletic facility located on approximately thirty-two (32) acres of land on the outskirts of the CITY as more fully described in "Exhibit A" attached hereto; and

WHEREAS, said property is currently situated outside the corporate limits of the CITY and within the established territorial service area of the DISTRICT; and

WHEREAS, the CITY has been asked by the DEVELOPER for voluntary annexation of the land being proposed for said development into the CITY; and

WHEREAS, the CITY wishes to annex the land being proposed for said development into the CITY; and

WHEREAS, the CITY wishes to extend water service to the immediate area of said proposed development and the CITY's extension would be sufficient to serve the proposed development; and

WHEREAS, the parties to this Agreement have engaged in detailed discussions aimed at setting out the terms and conditions whereby the CITY would pay the DISTRICT a lump sum amount in order to have the right to serve said development and to independently seek the consent of the DISTRICT to serve the development, subject to

certain contingencies hereinafter more specifically described; and

WHEREAS, Section 247.050 and 247.160, RSMo., expressly authorizes the DISTRICT and the CITY to enter into a contract that would allow the CITY to sell water within the DISTRICT or in the territory of the DISTRICT annexed into the CITY according to the terms and provisions of such contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, and undertakings to be kept and performed by the parties as contained herein, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. **Description of Properties to be Served by the CITY.** Subject to the contingencies hereinafter set out, the parties stipulate and agree that the property or properties covered by this Agreement are hereinafter more specifically described in Exhibit "A" hereto attached and incorporated by reference. The parties further stipulate and agree that the property described in Exhibit "A" is not property that is being sold or leased by either party, but that would be permanently provided with water service by the CITY unless and until the parties shall amend this Agreement, in writing, to provide to the contrary.

2. **Consideration**. It is understood and agreed that the CITY shall make a single lump sum payment to the DISTRICT in the amount of Thirty-Eight Thousand Seven Hundred Fifty and 00/100 ($38,750.00) Dollars for the right to permanently provide water service to the development property herein described. Such lump sum payment shall be made by the CITY to the DISTRICT on or before December 20, 2025. It is further understood and agreed that such lump sum payment shall be expressly subject to the contingencies hereinafter set out in this Agreement.

3. **Scope of Agreement**. The parties agree the scope of this agreement shall include:

(a) The consideration set out in numbered paragraph 2 above shall apply to the development property described in Exhibit "A".

(b) The CITY shall install any water lines related to the development property

outside of the DISTRICT's utility easements.

4. **Agreement Contingent Upon the Following**. Notwithstanding the provisions hereinabove set out, it is expressly understood and agreed between the parties that with the exception of the provisions contained in numbered paragraph 3 of this Agreement regarding water service to the development property, this Agreement shall be contingent upon the following occurrences:

(a) The annexation by the CITY of the proposed development property as described in Exhibit "A" hereto attached; and

In the event the aforementioned contingency is not met by the lump sum payment date of December 20, 2025, either party may terminate this Agreement by giving not less than thirty (30) days written notice to the other of its intention to terminate.

5. **Division of Costs**. The parties have each agreed to pay their respective attorney fees incurred with respect to the negotiation and preparation of this Agreement.

6. **Advice of Counsel.** It is understood and agreed that both parties have had the advice of legal counsel prior to the execution of this Agreement or have expressly waived such advice.

7. **General Provisions.**

(a) Nonassignability. Neither this Agreement nor any right or interest hereunder shall be assignable by either party, its successors or permitted assigns, without the prior written consent of the other party.

(b) Binding Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein contained and is hereafter executed by the undersigned persons with full authority of the respective governing bodies of the parties. It shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

(c) Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by both of the parties hereto.

(d) Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically

stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(e) Headings. The headings of various paragraphs or subparagraphs herein are included solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

(f) Notices. Any and all notices sent pursuant to this Agreement shall be in writing sent by regular mail, electronic transmission, or shall be personally delivered to the parties hereto at the following addresses or such other addresses as they may designate:

If to the **CITY**: Boonville City Administrator
401 Main Street
Boonville, MO 65233

If to the **DISTRICT**: President, Board of Trustees
Consolidated Public Water Supply
District No. 1 of Cooper County, MO
PO Box 422
Boonville, MO 65233

The parties shall notify each other at once of any change of address for purposes of this provision, which notification shall be in writing.

(g) Enforceability. The provisions of this Agreement shall be deemed to be severable and the validity or unenforceability of any particular provisions hereof shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement shall be interpreted exclusively according to the applicable laws of the State of Missouri.

(h) Time of the Essence. It is expressly understood and agreed that with respect to all notice requirements and time periods described in this Agreement, time shall be of the essence.

(i) Electronic/Facsimile Copies. Copies of this Agreement bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

WITNESS the due execution hereof in duplicate originals as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI	**CONSOLIDATED WATER SUPPLY NO. 1 OF COOPER COUNTY, MISSOURI**
By: _____	By: _____
Kate Fjell, City Administrator	Randon Leathers, President
ATTEST:	**ATTEST**: :
_____	_____
Amber Davis, City Clerk	Secretary

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS THEREOF, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING.

EXHIBIT “A”

The property covered by the terms and provisions of the foregoing Memorandum of Agreement between the City of Boonville, Missouri and the Consolidated Water Supply District No. 1 of Cooper County, Missouri is as follows:

DESCRIPTION: LOT 3A–1

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A, N1°01'50"E, 417.95 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE WEST LINE OF SAID LOT 3A, S88°58'10"E, 746.24 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID LOT 3A;
THENCE ALONG SAID EAST LINE, N1°01'50"E, 833.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;
THENCE S89°30'30"W ALONG THE NORTH LINE OF SAID LOT 3A, 746.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 3A AND THE WEST LINE OF SAID SECTION 1;
THENCE ALONG SAID SECTION LINE AND WEST LINE OF SAID LOT 3A, S1°01'50"W, 813.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 14.11 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3A–2

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE;
THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET;
THENCE 123.67 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND A CHORD OF N82°08'25"E, 123.60 FEET;
THENCE LEAVING THE SOUTH LINE OF SAID LOT 3A, N1°01'50"E, 368.11 FEET;
THENCE N88°58'10"W, 328.12 FEET TO THE WEST LINE OF SAID LOT 3A AND THE WEST LINE OF SAID SECTION 1;
THENCE ALONG SAID SECTION LINE AND WEST LINE OF SAID LOT 3A, S1°01'50"W, 417.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3.02 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3A–3

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A, N1°01'50"E, 417.95 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 3A, S88°58'10"E, 328.12 FEET TO THE POINT OF BEGINNING

THENCE LEAVING SAID SECTION LINE S1°01'50"W, 368.11 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A;
THENCE 52.03 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND A CHORD OF N77°25'25"E, 52.03 FEET;
THENCE ALONG THE SOUTH LINE OF SAID LOT 3A, N76°01'35"E, 143.26 FEET;
THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET;
THENCE N1°01'50"E ALONG THE EAST LINE OF SAID LOT 3A, 277.71 FEET;
THENCE LEAVING THE EAST LINE OF SAID LOT 3A, N88°58'10"W, 418.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3.04 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: 50' ACCESS & UTILITY EASEMENT

THE EAST 50' OF THE SOUTH 277.71' OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. (EAST 50' FEET OF SUBJECT SURVEY LOT 3A–3) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI.

DESCRIPTION: LOT 4

A TRACT OF LAND BEING A PORTION OF LOT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET; THENCE N1°01'50"E, 23.78 FEET; THENCE 175.70 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N80°44'35"E, 175.50 FEET; THENCE N76°01'35"E, 143.26 FEET; THENCE 233.11 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N80°52'20"E, 232.83 FEET TO THE SOUTHEAST CORNER OF SAID SURVEY AND THE POINT OF BEGINNING.

THENCE ALONG THE EAST LINE OF SAID SURVEY, N1°01'50"E, 1211.54 FEET TO THE NORTHEAST CORNER OF LOT 3B OF SAID SURVEY AND THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165;
THENCE ALONG THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165, N89°30'25"E, 236.50 FEET.
THENCE S43°57'55"E, 344.50 FEET;
THENCE S1°01'50"W, 424.11 FEET;
THENCE S46°01'50"W, 132.01 FEET;
THENCE 179.07 FEET ALONG A 228.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF S23°31'50"W, 174.50 FEET;
THENCE S1°01'50"W, 303.10 FEET;
THENCE 320.69 FEET ALONG A 1378.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N87°36'55"W, 319.96, FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11.00 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 4A

ALL OF LOT 3A–1 AND LOT 3A–2 AND A PORTION OF LOT 3A–3 OF THE SURVEY IN BOOK 2024, PAGE 2569 AND ALL OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1248. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET;
THENCE N1°01'50"E, 23.78 FEET;
THENCE 136.09 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N81°48'25"E, 136.00 FEET;
THENCE N1°01'50"E, 211.80 FEET;
THENCE S88°58'10"E, 291.00 FEET;
THENCE S1°01'50"W, 139.70 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A–1;
THENCE 116.09 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N83°17'45"E, 116.06 FEET;
THENCE 320.69 FEET ALONG A 1378.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF S87°36'55"E, 319.96, FEET TO THE SOUTHEAST CORNER OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1215;
THENCE N1°01'50"E ALONG THE EAST LINE OF SAID LOT 4, 303.10 FEET;
THENCE 179.07 FEET ALONG A 228.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N23°31'50"E, 174.50 FEET;
THENCE N46°01'50"E, 132.01 FEET;
THENCE N1°01'50"E, 424.11 FEET;
THENCE N43°57'55"W, 344.50 FEET;
THENCE ALONG THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165, S89°30'25"W, 236.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 4.
THENCE ALONG THE EAST LINE OF SAID SURVEY, S1°01'50"W, 100.00 FEET TO THE NORTHEAST CORNER OF LOT 3A–1;
THENCE S89°30'25"W ALONG THE NORTH LINE OF SAID LOT 3A–1, 746.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 3A–1;
THENCE S1°01'50"W ALONG THE WEST LINE OF LOTS 3A–1, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 30.02 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 4B

ALL OF LOT 3A–1 AND LOT 3A–2 AND A PORTION OF LOT 3A–3 OF THE SURVEY IN BOOK 2024, PAGE 2569 AND ALL OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1248. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET; THENCE N1°01'50"E, 23.78 FEET; THENCE 136.09 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N81°48'25"E, 136.00 FEET TO THE POINT OF BEGINNING;

THENCE N1°01'50"E, 211.80 FEET;
THENCE S88°58'10"E, 291.00 FEET;
THENCE S1°01'50"W, 139.70 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A–1;
THENCE 117.02 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF S78°28'05"W, 116.98 FEET;
THENCE S76°01'35"W, 143.26 FEET;
THENCE 39.61 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF S77°05'25"W, 39.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.16 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

BILL NO. 2025-026 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) IN REGARD TO AIRPORT INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FUNDING FOR MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PROJECT NO. 23-039A-1 FOR THE TAXILANES RECONSTRUCTION AND REHABILITATION AT THE JESSE VIERTEL MEMORIAL AIRPORT

WHEREAS, the Missouri Highways and Transportation Commission has been selected by the Federal Aviation Administration to administer federal funds for airport improvements under a state block grant program; and

WHEREAS, the Missouri Highways and Transportation Commission, as an approved State Block Grant Participant, has the administrative responsibility to administer Airport Infrastructure Grant (AIG) funding for the Jesse Viertel Memorial Airport; and

WHEREAS, the City of Boonville (Sponsor) has applied to the Missouri Highways and Transportation Commission for a sub-grant under said program; and

WHEREAS, the Missouri Highways and Transportation Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as Reconstructing the North T-Hangar Taxilanes with Additional Alternates 1 and 2; and

WHEREAS, the attached agreement, marked **Exhibit A**, provides for the allocation of the Airport Infrastructure Grant Funds available to the City of Boonville for this project.

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 authorizes the City Administrator to ececute on its behalf the agreement with the MHTC attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing the agreement is effective immediately, and the attached and executed agreement shall take effect and be in full force from and after both parties have signed it.

FIRST READING: OCTOBER 20, 2025

READ FOR THE SECOND TIME AND PASSED THIS 3RD DAY OF NOVEMBER, 2025 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 3RD DAY OF NOVEMBER 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

CCO FORM: MO24
Approved: 12/23 (MWH)
Revised: 08/25 (MWH)
Modified:

Sponsor: City of Boonville
Project No.: 23-039A-1
Airport Name: Jesse Viertel Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT INFRASTRUCTURE GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement
--Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
--Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
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--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, “Commission”) and the City of Boonville (hereinafter, “Sponsor”). Reference will also be made to the Federal Aviation Administration (hereinafter, “FAA”) and the Federal Airport Infrastructure Grant (“AIG”) Program.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of AIG funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) §47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri SBGP Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA’s Grant Offer; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (hereinafter, “Grant”) to the Commission for eligible and justified projects (hereinafter, “Projects”) for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Reconstruct North T-Hangar Taxilanes with Additional Alt. 1 and Additional Alt. 2;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG funds; and in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance under the AIG grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2028. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Tile form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed five hundred sixty-one thousand four hundred sixty-one dollars ($561,461) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed twenty-nine thousand five hundred fifty-two dollars ($29,552).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to

amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under

this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety-five percent (95%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final five percent (5%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars ($1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or “Department”) within the earlier of thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars ($1,000,000) in a year, the Sponsor may

be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the

Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions

of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) APPLICALBE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: Kate Fjell
City Administrator
City of Boonville
401 Main St.
Boonville, MO 65233
(660) 882-2332
email: kate.fjell@boonville-mo.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date

of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars ($100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars ($100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(34) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and

subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).

II. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at **********.sam.gov).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at ********sam.gov/SAM/pages/public/index.jsf.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;

2. Gross waste of federal funds;

3. An abuse of authority relating to implementation or use of federal funds;

4. A substantial and specific danger to public health or safety; or

5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;

2. An Inspector General;

3. The Government Accountability Office;

4. A federal office or employee responsible for oversight or management at the relevant agency;

5. A court or grand jury;

6. A management official of the grantee or subgrantee; or

7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions,

limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT “A” PROPERTY MAP: The Exhibit “A” Property Map accepted by the Commission on July 9, 2018, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit “A” Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER’S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer’s report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer’s final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric

design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS, AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications, and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep

daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 (“Construction Project and Inspection Report”), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer’s seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act”, as amended (40 USC §327, *et seq*.), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors’ bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit “A” property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor’s issuance of

a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the

Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 §889(f)(1)] and 2 CFR §200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 USC §50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(68) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 §47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 USC §47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and

2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance–Management, which is codified at 49 USC §47105(e). The Sponsor agrees

that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow the current version of FAA Advisory Circular 150/5380–6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

(I) Location of all runways, taxiways, and aprons;

(II) Dimensions;

(III) Type of pavement; and

(IV) Year of construction or most recent major reconstruction, rehabilitation, or repair.

B. Inspection Schedule.

(I) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380–6, the frequency of inspections may be extended to three years.

(II) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

(I) Inspection date;

(II) Location;

(III) Distress types; and

(IV) Maintenance scheduled or performed.

D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

(G) PROJECT CONTAINING PAVING WORK IN EXCESS OF $500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting

those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

(H) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit “A”: Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.

(J) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission’s approval of the Sponsor’s Plans and Specification is based primarily upon the Sponsor’s certification to carry out the

project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

Title: _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF BOONVILLE

By: _____

Title: _____

Attest:

By: _____

Title: _____

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF BOONVILLE

_____
Name of Sponsor's Attorney (typed)

_____
Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility, or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in

full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger

enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

    1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
    1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
    2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (**********.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIG projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of

49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
c. Hatch Act – 5 U.S.C. § 1501, et seq.[1]
d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[1]
i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such

audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

    1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

    2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

    It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

    "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under

Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

ASSURANCES

NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired throughout the useful life of the project items installed under a project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49, U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1, 2]

p. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

q. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

r. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

s. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

t. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

u. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

v. 49 CFR Part 41 – Seismic Safety

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

b. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which

would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be approved in advance by the Secretary.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an

independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

9. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

12. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention.

It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

16. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting

or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

18. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

19. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

20. Disposal of Land

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the

discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. Relocation and Real Property Acquisition

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's Disadvantaged Business Enterprises (DBE) program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 to 3809, 3812).

BILL NO: 2025-027 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE PRELIMINARY SITE PLAN FOR AECI UTILITY SOLUTIONS, 2415 MID AMERICA INDUSTRIAL DRIVE, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, AECI Utility Solutions is proposing to locate their regional distribution center in Boonville;

WHEREAS, City staff met and communicated with AECI Utility Solutions to discuss the proposed development plan; and

WHEREAS, The preliminary plan was considered at the Planning and Zoning Commission meeting on October 14, 2025. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council and recommended approving a variance from the parking lot requirements. Said site plans are incorporated herein as if set forth fully in this ordinance; and

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

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

SECTION 1: That the preliminary plan and the requested variance as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at 2415 Mid American Industrial Drive in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

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

READ FOR THE FIRST TIME 20th DAY OF OCTOBER, 2025

READ FOR THE SECOND TIME AND PASSED THIS 3rd DAY OF NOVEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.

_____

PRESIDENT OF THE COUNCIL

APPROVED THIS 3rd DAY OF NOVEMBER, 2025

_____

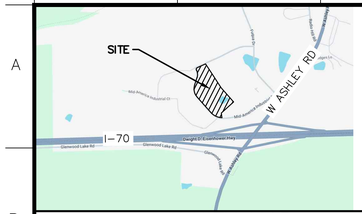
Ned Beach, Mayor

ATTEST:

_____

Amber Davis, City Clerk

SITE PLAN



VICINITY MAP
NO SCALE

L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

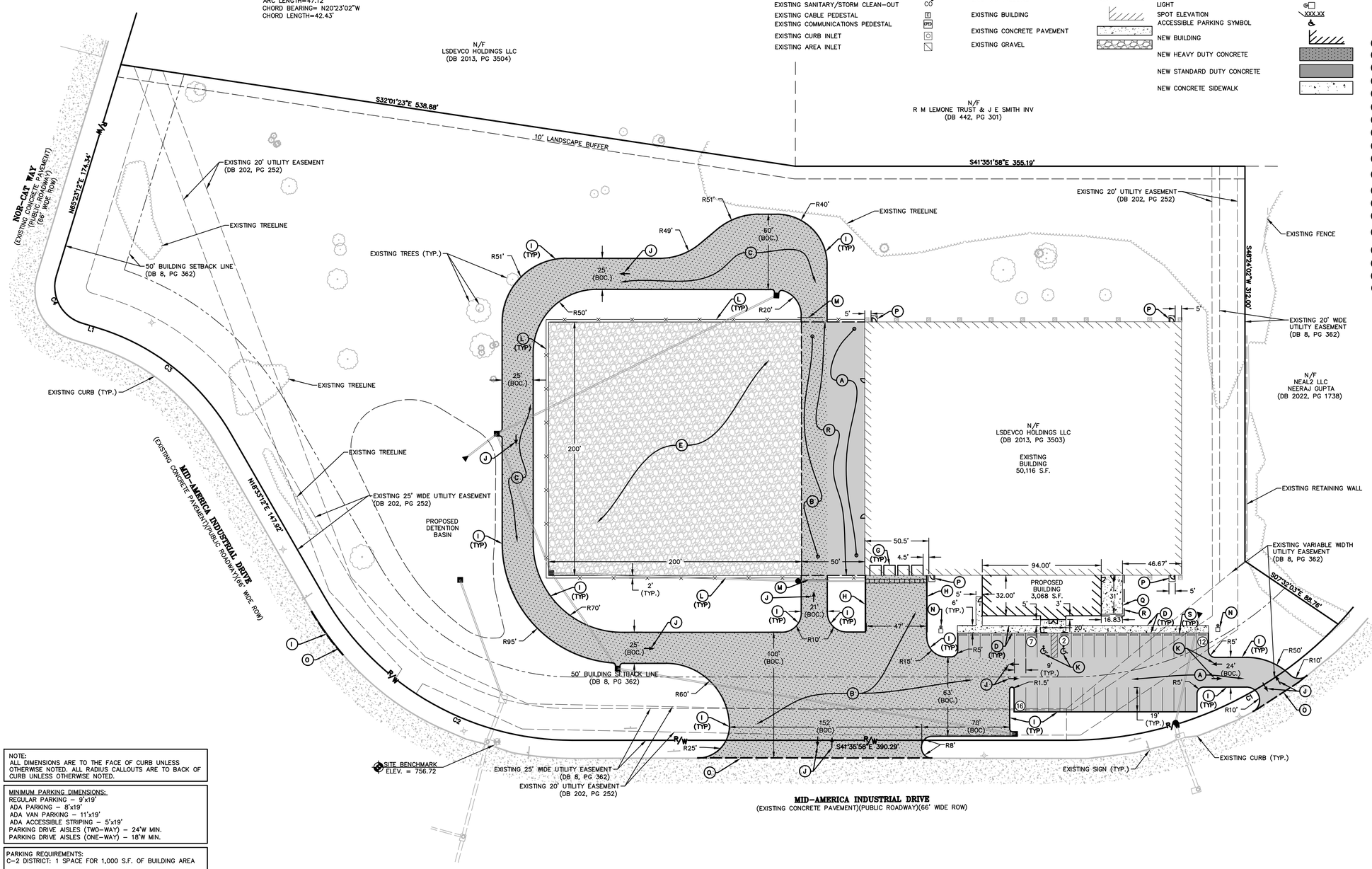
C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

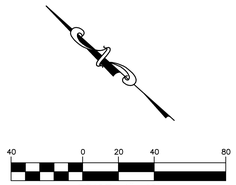
C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'

DRAWING LEGEND

RIGHT-OF-WAY	R/W	EXISTING STORM MANHOLE		NEW MAJOR CONTOUR	XXX
PROPERTY LINE		EXISTING FLARED END SECTION		NEW MINOR CONTOUR	
EXISTING MAJOR CONTOUR	XXX	EXISTING ELECTRIC METER	EM	NEW STORM SEWER PIPE	SS
EXISTING MINOR CONTOUR		EXISTING SIGN		NEW WATER LINE	W
EXISTING EASEMENT		EXISTING FIRE HYDRANT		NEW SANITARY LATERAL	LAT
EXISTING FENCE		EXISTING LIGHT		SANITARY CLEAN OUT	CO
EXISTING WALL		BENCHMARK		STORM MANHOLE	
EXISTING STORM SEWER	SS	EXISTING TREE		STORM INLET	
EXISTING GAS LINE	G	EXISTING TREELINE		GRATED INLET	
EXISTING SANITARY LINE	SAN	EXISTING BUILDING		WATER VALVE	
EXISTING UNDERGROUND CABLE	UGC	EXISTING CONCRETE PAVEMENT		FIRE HYDRANT	
EXISTING SANITARY MANHOLE	S	EXISTING GRAVEL		WATER METER	
EXISTING SANITARY/STORM CLEAN-OUT	CO			LIGHT	
EXISTING CABLE PEDESTAL	C			SPOT ELEVATION	XXX.XX
EXISTING COMMUNICATIONS PEDESTAL	CPED			ACCESSIBLE PARKING SYMBOL	
EXISTING CURB INLET				NEW BUILDING	
EXISTING AREA INLET				NEW HEAVY DUTY CONCRETE	
				NEW STANDARD DUTY CONCRETE	
				NEW CONCRETE SIDEWALK	





SCALE: 1"=40'
SEPTEMBER, 2025

SITE LEGEND

(A) NEW STANDARD DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET 7 OF 8.
(B) NEW HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET 7 OF 8.
(C) NEW HEAVY DUTY CONCRETE TRUCK TURNAROUND.
(D) NEW 4" THICK CONCRETE SIDEWALK. SEE DETAIL, SHEET 7 OF 8.
(E) NEW GRAVEL PAVEMENT. SEE DETAIL, SHEET 7 OF 8.
(F) NOT USED.
(G) NEW 8' X 7' TRUCK DOOR. SEE ARCH PLANS.
(H) NEW CONCRETE WALL. SEE ARCH PLANS.
(I) NEW 6" CONCRETE CURB. SEE DETAIL, SHEET 7 OF 8.
(J) NEW TRAFFIC FLOW ARROW. SEE DETAIL,SHEET 7 OF 8.
(K) NEW ACCESSIBLE PARKING STALL WITH SIGNAGE AND STRIPING. SEE DETAIL, SHEET 7 OF 8.
(L) NEW 8' CHAINLINK FENCE W/ BARBED WIRE. SEE DETAIL, SHEET 7 OF 8.
(M) NEW 20' SLIDING GATE.
(N) NEW LIGHT STANDARD.
(O) CONTRACTOR TO SAW CUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.
(P) NEW 5' X 5' CONCRETE PAD.
(Q) NEW 4" THICK CONCRETE PATIO.
(R) NEW CANOPY. SEE ARCH PLANS.
(S) NEW WHEEL STOP. SEE DETAIL, SHEET 7 OF 8.

NOTES:
1. TOTAL SITE ACREAGE: ± 380,279 SQ. FT. OR ± 8.73 ACRES
2. EXISTING ZONING: C-1 LOCAL COMMERCIAL AND C-2 CENTRAL COMMERCIAL
3. BUILDING SETBACKS
   FRONT – 50'
   REAR – 0'
   SIDE – 0'
4. THE SITE LAND USE SHALL BE EQUIPMENT STORAGE AND WAREHOUSE SPACE.
5. THIS SITE IS SERVED BY:
   WATER – CITY OF BOONVILLE
   SEWER – CITY OF BOONVILLE
   TELEPHONE – AT&T DISTRIBUTION
   ELECTRIC – AMEREN MISSOURI ELECTRIC
   GAS – AMEREN MISSOURI GAS
   FIBEROPTIC – AT&T DISTRIBUTION
   FIRE – COOPER COUNTY FIRE PROTECTION DISTRICT
6. THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM, FLOOD INSURANCE RATE MAPS, FOR CITY OF BOONVILLE, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29053C0135C, EFFECTIVE DATE OF MAY 5, 2011. FLOOD ZONES SHOWN HEREON ARE DETERMINED BY SCALING.
7. EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
8. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
9. THE SITE SHALL CONFORM TO THE CITY OF BOONVILLE STANDARDS.
10. NO INVESTIGATION HAS BEEN PERFORMED REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
11. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
12. ALL PAVEMENT STRIPING SHALL BE 4" WIDE PAINTED YELLOW LINES AND THE ADA STRIPING SHALL BE BLUE.
13. LOCATION, REPLACEMENT, AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
14. ALL MECHANICAL, HVAC, AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY REQUIREMENTS.
15. ALL DISTURBED AREAS INTENDED FOR GRASS SHALL BE SEEDED AND STRAWED.
16. THE ADMINISTRATION OF THE LANDSCAPING PLAN FOR THIS PROJECT WILL BE ACCOMPLISHED VIA THE PROVIDED PLAN FOR LOCATION, TYPE, SIZE AND QUANTITY.
17. UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DEEDS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT KNOWN.
18. ALL SIGNAGE SHALL BE PERMITTED VIA A SEPARATE PERMIT APPLICATION.
19. A LIGHTING PLAN WILL BE PREPARED ACCORDING TO CITY REQUIREMENTS AND SUBMITTED TO THE CITY FOR REVIEW. ALL EXTERIOR LIGHTING, BUILDING AND PARKING LOT LIGHTS & LANDSCAPING LIGHTS, SHALL BE DIRECTED AWAY FROM HIGHWAYS, PUBLIC ROADS & PROPERTIES SO THAT NO LIGHT IS CAST ON ADJOINING PROPERTIES OR PUBLIC ROADWAYS. MAX LIGHT HEIGHT IS 25'. THE POLES, POLES BASE & FIXTURES SHALL BE BLACK. ALL LIGHTING SHALL BE LED & SERVE WITH UNDERGROUND ELECTRIC.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADIUS CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

MINIMUM PARKING DIMENSIONS:
REGULAR PARKING – 9'x19'
ADA PARKING – 8'x19'
ADA VAN PARKING – 11'x19'
ADA ACCESSIBLE STRIPING – 5'x19'
PARKING DRIVE AISLES (TWO-WAY) – 24'W MIN.
PARKING DRIVE AISLES (ONE-WAY) – 18'W MIN.

PARKING REQUIREMENTS:
C-2 DISTRICT: 1 SPACE FOR 1,000 S.F. OF BUILDING AREA

5,808 S.F. ADDT. BUILDING AREA/ 1,000 S.F.= 5.8 SPACES

TOTAL SPACES REQUIRED:	= 6 SPACES
TOTAL SPACES PROVIDED:	= 35 SPACES
ADA TOTAL SPACES REQUIRED:	= 1 SPACES
ADA TOTAL SPACES PROVIDED:	= 2 SPACES

OWNER/DEVELOPER:
COR DEVELOPMENT
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COLUMBIA, MISSOURI

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• General Consulting
• Master Planning
Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall notify all applicable utility location information.

All OSHA rules & regulations established for the type of construction involved in these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
NUMBER PE-2017018980
PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DRN. BY:	APPD. BY:
EBB	MLH

DATE: SEPT. 2025
SCALE: 1:40
PROJ. NO: M25-9124A
DWG. NO: 1 OF 8

SITE PLAN

DWG NAME: J:\2025\M25-9124 - Mid-America Industrial Drive, Boonville MO\M25-9124A\ENGINEERING\AUTOCAD DRAWINGS\02_ Preliminary\1 OF 8 - SITE PLAN.dwg LAYOUT TAB: 1 OF 8 SITE PLAN PLOTTED ON: Sep 18, 2025 - 1:24pm PLOTTED BY: ebutler

EXISTING CONDITIONS

L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'

SCALE: 1"=40'
SEPTEMBER, 2025

EXISTING SANITARY MANHOLE
TOP ELEV. = 769.07
FL. ELEV. IN = 760.61
(TO REMAIN)

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3504)

S12°01'23"E 538.88'

N/F
R M LEMONE TRUST & J E SMITH INV
(DB 442, PG 301)

EXISTING SANITARY SEWER MANHOLE
TOP ELEV. = 787.85
FL. ELEV. IN = 779.82
FL. ELEV. OUT = 779.73
(TO REMAIN)

EXISTING SANITARY LINE
(TO REMAIN)

EXISTING SANITARY SEWER MANHOLE
TOP ELEV. = 775.50
FL. ELEV. IN = 757.90
FL. ELEV. OUT = 757.88
(TO REMAIN)

EXISTING FENCE
(TO REMAIN)

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

EXISTING BUSHES (TYP.)
(TO REMAIN)

EXISTING BUSHES (TYP.)
(TO BE REMOVED)

S41°35'58"E 355.19'

EXISTING SANITARY LINE (TYP.)
(TO REMAIN)

EXISTING TREELINE
(TO REMAIN)

50' BUILDING SETBACK
(DB 8, PG 362)

EXISTING TREES (TYP.)
(TO REMAIN)

EXISTING TREES (TYP.)
(TO BE REMOVED)

EXISTING TREELINE
(TO REMAIN)

EXISTING DOWNSPOUT (TYP.)
(TO REMAIN)

EXISTING 20' WIDE UTILITY EASEMENT
(DB 8, PG 362)

NOB-CAT WAY
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

N85°23'17"E 174.34'

EXISTING LIGHT
(TO REMAIN)

EXISTING CURB (TYP.)
(TO REMAIN)

EXISTING ELECTRIC
PULL BOX
(TO REMAIN)

EXISTING FIRE HYDRANT (TYP.)
(TO REMAIN)

EXISTING COMMUNICATIONS
PEDESTAL
(TO REMAIN)

EXISTING TREELINE
(TO REMAIN)

N/F
NEAL2 LLC
NEERAJ GUPTA
(DB 2022, PG 1738)

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3503)

EXISTING
BUILDING
50,116 S.F.
(TO REMAIN)

EXISTING RETAINING WALL
(TO REMAIN)

EXISTING VARIABLE WIDTH UTILITY EASEMENT
(DB 8, PG 362)

S07°39'05"E 69.79'

EXISTING FLARED END SECTION
(TO BE REMOVED)

EXISTING 30" CMP STORM SEWER
FL. ELEV. OUT= 758.12
(TO BE REMOVED)

EXISTING GRATED INLET
TOP ELEV. = 761.52
FL. ELEV. IN = 757.58
FL. ELEV. OUT = 757.55
(TO BE REMOVED)

EXISTING TREES (TYP.)
(TO BE REMOVED)

EXISTING SANITARY MANHOLE
TOP ELEV. = 760.98
FL. ELEV. IN = 753.40
FL. ELEV. OUT = 753.23
(TO REMAIN)

EXISTING SANITARY MANHOLE
TOP ELEV. = 761.44
FL. ELEV. IN (N)= 750.45
FL. ELEV. IN (S)= 750.48
FL. ELEV. OUT = 750.35
(TO REMAIN)

EXISTING CONCRETE PAD
(TO BE REMOVED)

EXISTING 30" CMP STORM SEWER
(TO BE REMOVED)

EXISTING AREA INLET
TOP ELEV. = 761.44
FL. ELEV. IN = 756.39
FL. ELEV. OUT = 755.34
(TO REMAIN)

EXISTING GRAVEL LOT
(TO BE REMOVED)

EXISTING SANITARY MANHOLE
TOP ELEV. = 758.06
FL. ELEV. IN = 752.50
FL. ELEV. OUT = 752.32
(TO REMAIN)

EXISTING DOWNSPOUTS
(TO REMAIN)

EXISTING DOWNSPOUT (TYP.)
(TO BE REMOVED)

EXISTING GRAVEL DRIVE
(TO BE REMOVED)

EXISTING TREELINE
(TO BE REMOVED)

EXISTING SANITARY MANHOLE
TOP ELEV. = 759.46
FL. ELEV. IN = 753.85
FL. ELEV. OUT = 753.79
(ADJUST TO GRADE)

EXISTING SANITARY MANHOLE
TOP ELEV. = 761.00
FL. ELEV. IN = 754.63
FL. ELEV. OUT = 754.63
(ADJUST TO GRADE)

EXISTING SANITARY MANHOLE
TOP ELEV. = 763.95
FL. ELEV. IN = 756.14
FL. ELEV. OUT = 756.08
(ADJUST TO GRADE)

EXISTING 20' WIDE UTILITY EASEMENT
(DB 202, PG 252)

50' BUILDING SETBACK
(DB 8, PG 362)

EXISTING SANITARY LINE
(TO REMAIN)

EXISTING RIP RAP
(TO BE REMOVED)

EXISTING GAS LINE (TYP.)
(TO REMAIN)

EXISTING UNDERGROUND
UTILITY LINE (TYP.)
(TO REMAIN)

EXISTING CURBING (TYP.)
(TO REMAIN)

EXISTING CURB
(TO BE REMOVED)

EXISTING RIP RAP
(TO REMAIN)

EXISTING 30" CMP STORM SEWER
FL. ELEV. = 758.05
(TO REMAIN)

EXISTING CURB INLET
TOP ELEV. = 763.32
FL. ELEV. IN = 757.99
FL. ELEV. OUT = 757.95
(TO REMAIN)

EXISTING CURB INLET
TOP ELEV. = 763.21
FL. ELEV. IN = 757.53
FL. ELEV. OUT = 757.41
(TO REMAIN)

EXISTING FIRE HYDRANT (TYP.)
(TO REMAIN)

EXISTING SIGN (TYP.)
(TO REMAIN)

EXISTING CABLE PEDESTAL
(TO REMAIN)

EXISTING
COMMUNICATIONS
PEDESTAL
(TO REMAIN)

EXISTING CURB (TYP.)
(TO REMAIN)

EXISTING NO
PARKING SIGN
(TO BE REMOVED
AND RELOCATED)

EXISTING 25' WIDE UTILITY EASEMENT
(DB 8, PG 362)

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

EXISTING FIRE HYDRANT (TYP.)
(TO REMAIN)

MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

N85°23'17"E 147.32'

EXISTING CONCRETE APPROACH
(TO BE REMOVED)

EXISTING GAS LINE
(TO REMAIN)

EXISTING COMMUNICATIONS PEDESTAL
(TO REMAIN)

EXISTING SANITARY MANHOLE
TOP ELEV. = 757.05
ELEV. IN = 749.04
FL. ELEV. OUT = 748.89
(TO REMAIN)

EXISTING FIRE HYDRANT (TYP.)
(TO REMAIN)

EXISTING CURB INLET
TOP ELEV. = 756.56
ELEV. IN = 752.87
FL. ELEV. OUT = 752.82
(TO REMAIN)

EXISTING CURB INLET
TOP ELEV. = 756.56
FL. ELEV. IN = 752.87
FL. ELEV. OUT = 752.82
(TO REMAIN)

EXISTING UTILITY SIGN (TYP.)
(TO REMAIN)

EXISTING ROAD SIGN (TYP.)
(TO REMAIN)

SITE BENCHMARK
ELEV. = 756.72

EXISTING CURB (TYP.)
(TO BE REMOVED)

EXISTING WATER VALVE (TYP.)
(TO REMAIN)

EXISTING CONCRETE APPROACH
(TO BE REMOVED)

S41°35'58"E 390.25'

EXISTING SANITARY LINE
(TO REMAIN)

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

EXISTING SANITARY LINE
(TO REMAIN)

EXISTING 20' WIDE UTILITY EASEMENT
(DB 202, PG 252)

EXISTING SANITARY SEWER MANHOLE
TOP ELEV. = 769.07
FL. ELEV. IN = 760.61
FL. ELEV. OUT = 760.51
(TO REMAIN)

S82°39'43"E 212.70'

OWNER/DEVELOPER:
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COCHRAN

Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall contact Missouri One Call for utility location information.

All OSHA rules & regulations established for the type of construction involved in these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
2017018980
PROFESSIONAL ENGINEER
12/19/25

MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

EXISTING CONDITIONS

DATE:	REVISION:	DRN. BY:	APPD. BY:

DRN. BY: EBB
APPD. BY: MLH
DATE: SEPT. 2025
SCALE: 1:40
PROJ. NO.: M25-9124A
DWG. NO.: *2 OF 8*

UTILITY PLAN

L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'

SCALE: 1"=40'
SEPTEMBER, 2025

UTILITY LEGEND

A	NEW 6"ø SDR 36 PVC SANITARY LATERAL.
B	NEW SANITARY CLEAN-OUT.
C	NEW 1.5"ø WATER SERVICE LINE. (PRIVATE)
D	NEW 1.5" WATER METER.
E	CONNECT TO EXISTING WATER MAIN.
F	NEW CURB INLET.
G	NEW GRATED INLET.
H	NEW FLARED END SECTION.
I	NEW TRENCH DRAIN.
J	NEW STORM MANHOLE.
K	NEW OUTFALL STRUCTURE.
L	NEW FIRE PROTECTION LINE.

EXISTING SANITARY MANHOLE
TOP ELEV. = 769.07
FL. ELEV. IN = 760.61

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3504)

S32°01'23"E 538.88'

N/F
R M LEMONE TRUST & J E SMITH INV
(DB 442, PG 301)

EXISTING SANITARY SEWER MANHOLE
TOP ELEV. = 787.85
FL. ELEV. IN = 779.82
FL. ELEV. OUT = 779.73

EXISTING SANITARY MAIN (TYP.)

S41°35'58"E 355.19'

EXISTING SANITARY SEWER MANHOLE
TOP ELEV. = 775.50
FL. ELEV. IN = 757.90
FL. ELEV. OUT = 757.88

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

S45°24'02"W 312.00'

EXISTING 20' WIDE
UTILITY EASEMENT
(DB 8, PG 362)

N/F
NEAL2 LLC
NEERAJ GUPTA
(DB 2022, PG 1738)

NOR-CAT WAY
(EXISTING CONCRETE PAVEMENT)
(PUBLIC ROADWAY)
(66' WIDE ROW)

N85°23'12"E 174.34'

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

EXISTING SANITARY MAIN (TYP.)

EXISTING LIGHT

EXISTING ELECTRIC
PULL BOX

EXISTING COMMUNICATIONS
PEDESTAL

EXISTING FIRE
HYDRANT (TYP.)

MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

N18°53'12"E 147.92'

PROPOSED
DETENTION
BASIN

PROPOSED
CANOPY

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3503)

EXISTING
BUILDING
50,116 S.F.

PROPOSED
BUILDING
3,068 S.F.

EXISTING DOWNSPOUT (TYP.)

NEW SANITARY CLEANOUT
TOP ELEV. = 765.56
FL. ELEV. = 763.11

19.83 LF. OF NEW 6"ø
SDR 35 SANITARY SEWER
@ 2.00% GRADE.

96.32 LF. OF NEW 6"ø
SDR 35 SANITARY SEWER
@ 9.15% GRADE.

EXISTING SANITARY MANHOLE
TOP ELEV. = 761.00
FL. ELEV. IN = 754.63
FL. ELEV. OUT = 754.63

EXISTING SANITARY MANHOLE
TOP ELEV. = 763.95
FL. ELEV. IN = 756.14
FL. ELEV. OUT = 756.06

EXISTING VARIABLE WIDTH
UTILITY EASEMENT
(DB 8, PG 362)

S07°32'03"E 98.78'

EXISTING UNDERGROUND
UTILITY LINE (TYP.)

EXISTING GAS LINE (TYP.)

EXISTING SANITARY MANHOLE
TOP ELEV. = 760.98
FL. ELEV. IN = 753.40
FL. ELEV. OUT = 753.23

EXISTING SANITARY MANHOLE
TOP ELEV. = 761.44
FL. ELEV. IN (N)= 750.45
FL. ELEV. IN (S)= 750.48
FL. ELEV. OUT = 750.35

EXISTING GAS LINE

EXISTING COMMUNICATIONS PEDESTAL

EXISTING SANITARY MANHOLE
TOP ELEV. = 757.05
ELEV. IN = 749.04
FL. ELEV. OUT = 748.89

EXISTING FIRE HYDRANT (TYP.)

EXISTING CURB INLET
TOP ELEV. = 756.56
ELEV. IN = 752.87
FL. ELEV. OUT = 752.82

EXISTING AREA INLET
TOP ELEV. = 761.44
FL. ELEV. IN = 756.39
FL. ELEV. OUT = 755.34

EXISTING SANITARY MANHOLE
TOP ELEV. = 758.06
FL. ELEV. IN = 752.50
FL. ELEV. OUT = 752.32

EXISTING SANITARY MANHOLE
TOP ELEV. = 759.46
FL. ELEV. IN = 753.85
FL. ELEV. OUT = 753.79

EXISTING SANITARY
MAIN (TYP.)

S41°35'58"E 390.29'

EXISTING COMMUNICATIONS PEDESTAL

MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

EXISTING 25' WIDE UTILITY EASEMENT
(DB 8, PG 362)

EXISTING 20' UTILITY EASEMENT
(DB 202, PG 252)

EXISTING COMMUNICATIONS PEDESTAL

EXISTING COMMUNICATIONS PULL BOX

EXISTING WATER VALVE (TYP.)

EXISTING FIRE HYDRANT (TYP.)

EXISTING FIRE HYDRANT (TYP.)

EXISTING CURB INLET
TOP ELEV. = 756.56
FL. ELEV. IN = 752.87
FL. ELEV. OUT = 752.82

EXISTING CURB INLET
TOP ELEV. = 763.32
FL. ELEV. IN = 757.99
FL. ELEV. OUT = 757.95

EXISTING CURB INLET
TOP ELEV. = 763.21
FL. ELEV. IN = 757.53
FL. ELEV. OUT = 757.41

EXISTING 30" CMP STORM SEWER
FL. ELEV. 758.05

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• Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall verify location of all utility location information.

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STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980
PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DRN. BY:	EBB
APPD. BY:	MLH
DATE:	SEPT. 2025
SCALE:	1:40
PROJ. NO:	M25-9124A
DWG. NO:	3 OF 8

UTILITY PLAN

DWG NAME: J:\2025\M25-9124 - Mid-America Industrial Drive, Booneville MO\M25-9124A\ENGINEERING\AUTOCAD DRAWINGS\02_ Preliminary\3 OF 8 - UTILITY PLAN.dwg LAYOUT TAB: 3 OF 8 UTILITY PLAN PLOTTED ON: Sep 18, 2025 - 1:24pm PLOTTED BY: dbutler

GRADING PLAN

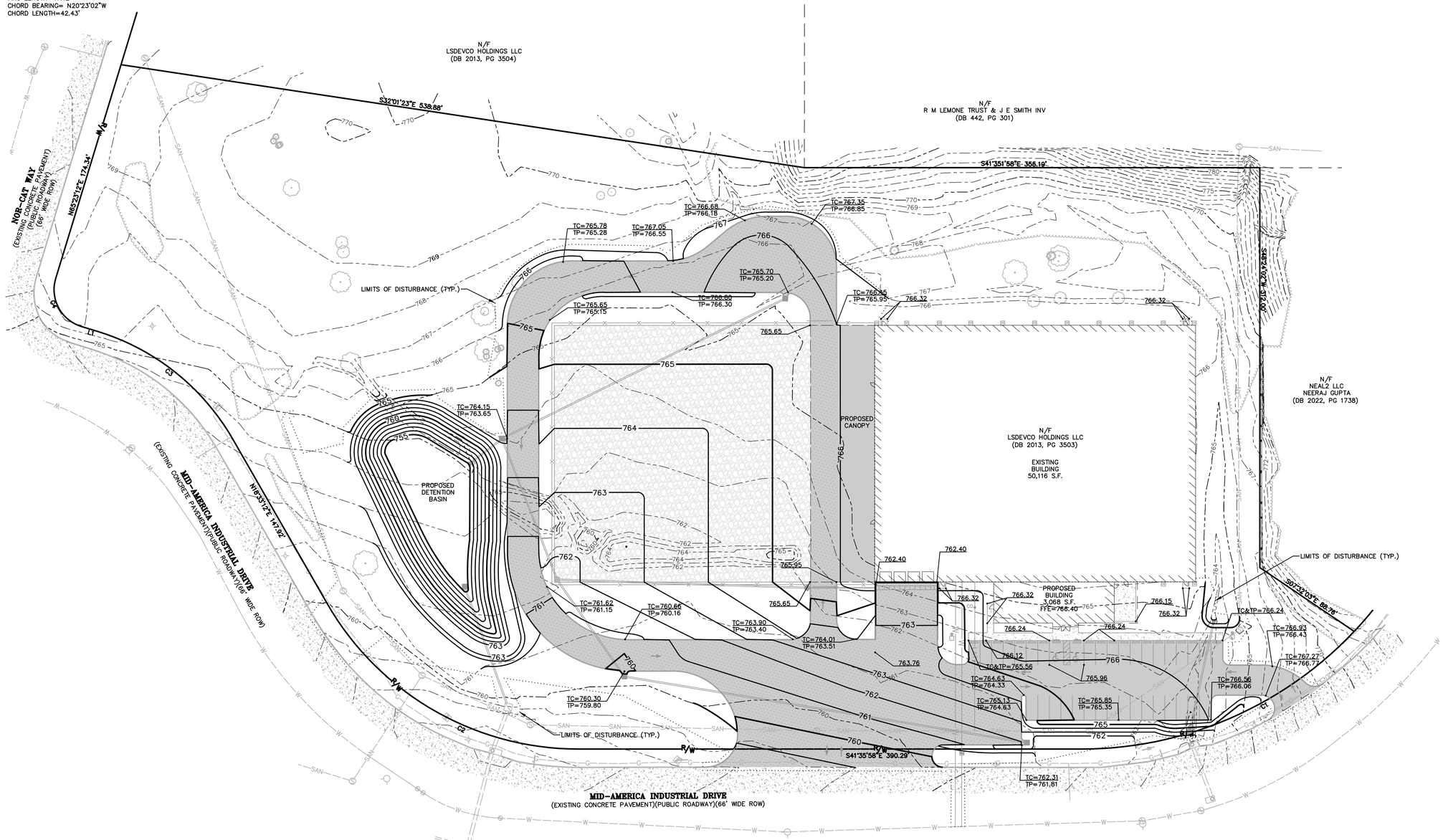
L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'



SCALE: 1"=40'
SEPTEMBER, 2025

NOTE:
PROVIDE CITY WITH A COPY OF GRADING COMPACTION TEST RESULTS.

NOTE:
ALL SPOT ELEVATIONS SHOWN ON THIS PLAN ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.

SITE DISTURBANCE
TOTAL SITE AREA = 8.73 AC.
DISTURBED AREA = 4.18 AC.

GRADING QUANTITY:

CUT - 3,502 CY.
FILL - 5,869 CY.

NOTE:
THESE QUANTITIES ARE RAW NUMBERS. THE CONTRACTOR SHALL NOT USE THESE NUMBERS AS THEIR BID QUANTITIES. THE CONTRACTOR SHALL DETERMINE THEIR OWN QUANTITIES.

OWNER/DEVELOPER:
COR DEVELOPMENT
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COLUMBIA, MISSOURI

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Missouri State Certificate of Authority Numbers: 2010000046

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STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980
PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DATE:	REVISION:	DRN. BY:	APPD. BY:

DRN. BY: EBB
APPD. BY: MLH
DATE: SEPT. 2025
SCALE: 1:40
PROJ. NO: M25-9124A
DRWG. NO: 4 OF 8

GRADING PLAN

EROSION AND SEDIMENT CONTROL PLAN

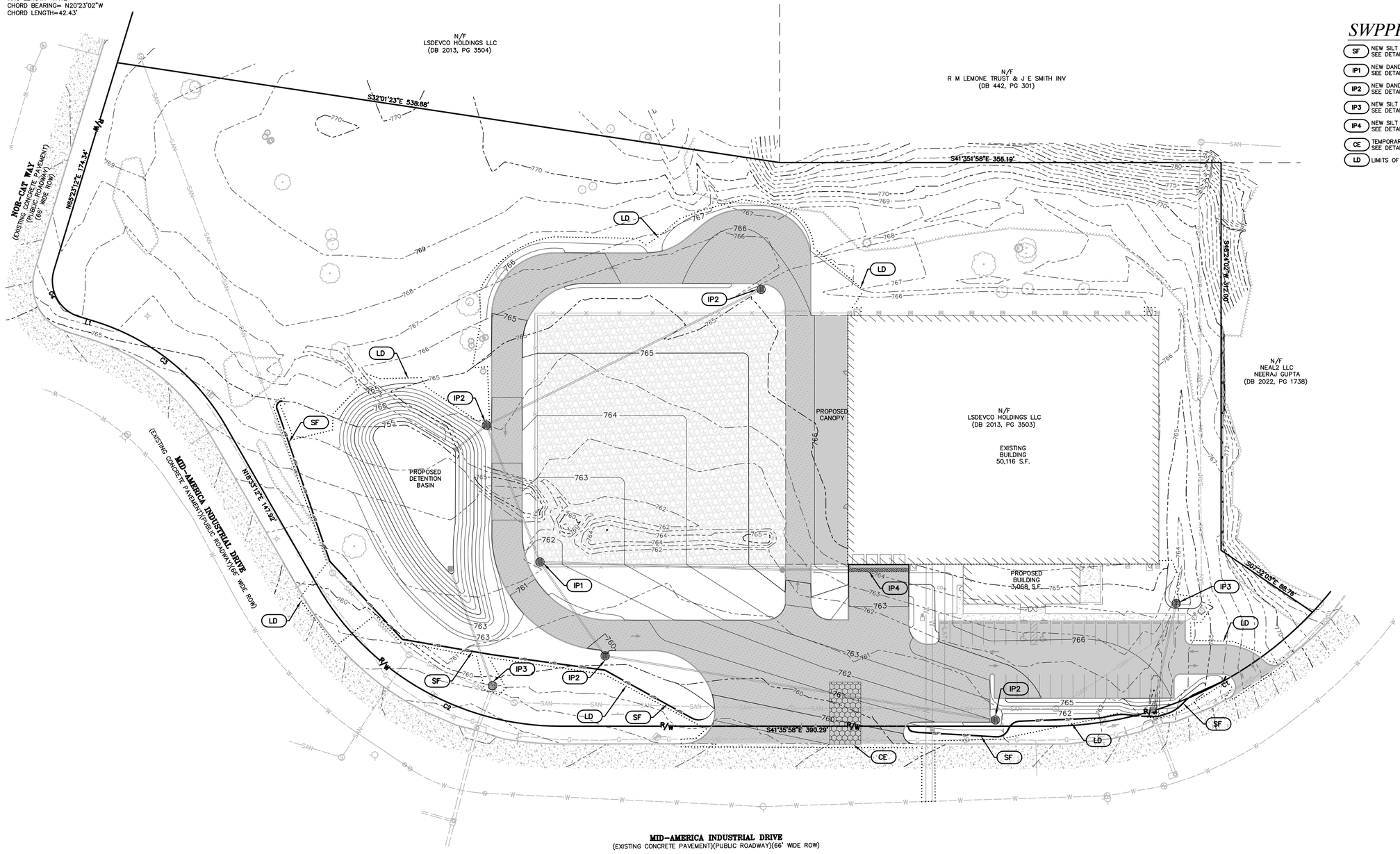
L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'



MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

SWPPP LEGEND

- SF — NEW SILT FENCE. SEE DETAIL, SHEET 6 OF 8.
- IP1 — NEW DANDY SACK GRATE INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP2 — NEW DANDY CURB INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP3 — NEW SILT FENCE INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP4 — NEW SILT SOCK INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- CE — TEMPORARY CONSTRUCTION ENTRANCE. SEE DETAIL, SHEET 6 OF 8.
- LD — LIMITS OF DISTURBANCE.

40 0 20 40 80
SCALE: 1"=40'
SEPTEMBER, 2025

NOTE:
ALL TRUCKS SHALL BE WASHED DOWN BEFORE LEAVING SITE.

NOTE:
ALL INLETS ARE TO RECEIVE INLET SILT FENCE PROTECTION (SEE DETAIL, SHEET 6 OF 8)

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
MISSOURI ONE CALL SYSTEM 1-800-DIG-RITE OR 811
www.mo1call.com

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

North Office
65 East Main Street
Wentzville, Missouri 63385
636-332-4574 (tel.)
636-327-0760 (fax)
wentmail@cochraneng.com
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall contact one call for utility location information.

All OSHA rules & regulations established for the type of construction involved in these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
NUMBER PE-2017018980
PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

EROSION AND SEDIMENT CONTROL PLAN

DRWN. BY:	EBB
APPD. BY:	MLH
DATE:	SEPT. 2025
SCALE:	1:40
PROJ. NO:	M25-9124A
DWG. NO:	5 OF 8

DATE: / REVISION: / DRWN. BY: / APPD. BY:

DWG NAME: J:\2025\M25-9124 - Mid-America Industrial Drive, Booneville MO\M25-9124A\ENGINEERING\AUTOCAD DRAWINGS\02_ Preliminary\5 OF 8 - SWPPP PLAN.dwg LAYOUT TAB: 5 OF 8 SEDIMENT AND EROSION CONTROL PLAN PLOTTED ON: Sep 18, 2025 - 1:24pm PLOTTED BY: ebutler

S.W.P.P.P. GENERAL NOTES AND DETAILS

GENERAL EROSION NOTES:

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF MISSOURI NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
2. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
4. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS.
5. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
6. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
10. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
11. THE LOCAL AGENCY(IES) MUST BE NOTIFIED AT LEAST FORTY-EIGHT HOURS PRIOR TO THE COMMENCEMENT OF ANY GRADING OPERATIONS.
12. NO GRADED AREA IS TO REMAIN WITHOUT VEGETATIVE GROUND COVERFOR MORE THAN THIRTY (30) DAYS WITHOUT BEING SEEDED AND MULCHED OR SODDED.
13. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 14 DAYS, SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
14. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
15. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
16. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
17. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
18. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES) TO PREVENT EROSION.
19. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING.
20. THE CONTRACTOR SHALL FIELD INVESTIGATE THE ENTIRE SITE PRIOR TO HIS BID SUBMITTAL NOTING THE EXISTING VEGETATION AND TREES AND INCLUDING THE REMOVAL AND DISPOSAL IN HIS BID.
21. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. LOCATION, RELOCATION AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
22. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
23. FLOOD ZONE: THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM, FLOOD INSURANCE RATE MAPS, FOR CITY OF BOONVILLE, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29053C0135G AND 29053C0150G, EFFECTIVE DATE OF MAY 03, 2011. FLOOD ZONES SHOWN HEREON ARE DETERMINED BY SCALING.
24. THE BOUNDARY INFORMATION AND CONTOURS AS SHOWN IS FROM A TOPOGRAPHIC SURVEY PERFORMED BY COCHRAN.
25. TEMPORARY SILTATION CONTROL STRUCTURES SHALL BE MAINTAINED UNTIL A VEGETATIVE COVER OF AREA DISTURBED IS ESTABLISHED AT A SUFFICIENT DENSITY TO PROVIDE EROSION CONTROL ON THE SITE, AS DETERMINED BY THE CITY ENGINEER.
26. WHERE NATURAL VEGETATION IS REMOVED DURING GRADING, VEGETATION SHALL BE REESTABLISHED VEGETATIVE COVER OF AREA DISTURBED AS TO PREVENT EROSION. PERMANENT TYPE GRASSES SHALL BE ESTABLISHED AS SOON AS POSSIBLE OR DURING THE NEXT SEEDING PERIOD AFTER GRADING HAS BEEN COMPLETED.
27. WHEN GRADING OPERATIONS ARE COMPLETED OR SUSPENDED FOR MORE THAN THIRTY (30) DAYS, PERMANENT GRASS MUST BE ESTABLISHED TO VEGETATIVE COVER TO PROVIDE EROSION CONTROL ON THE SITE. BETWEEN PERMANENT GRASS SEEDING PERIODS, TEMPORARY COVER SHALL BE PROVIDED ACCORDING TO THE CITY ENGINEER'S RECOMMENDATIONS. ALL FINISHED GRADES (AREAS NOT TO BE DISTURBED BY FUTURE IMPROVEMENTS) IN TWENTY (20) PERCENT SLOPES (5 HORIZONTAL TO 1 VERTICAL) SHALL BE MULCHED.
28. ALL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSPECTED FOLLOWING EACH RAINSTORM CAUSING SIGNIFICANT RUNOFF, OR BEING OF SUFFICIENT INTENSITY OR DURATION AS TO STOP CONSTRUCTION OR GRADING PROGRESS. THE SEDIMENT CONTROL FACILITIES SHALL BE CLEANED OF SEDIMENT, REPAIRED IF DAMAGED AND RESTORED TO SERVICEABLE CONDITIONS IF:
    1. EROSION SEDIMENT HAS ACCUMULATED IN SILT DEVICES,
    2. SEDIMENT EROSION CONTROL DEVICES HAVE BEEN DAMAGED,
    3. OBVIOUS GULLIES OR SEDIMENT DEPOSITS HAVE BEEN FORMED ON THE DOWNSTREAM SIDE OF CONTROL DEVICES, OR
    4. SEDIMENT HAS BEEN CARRIED BEYOND THE WORKING SITE.
29. THE DEVELOPER MUST SUPPLY CITY CONSTRUCTION INSPECTORS WITH ALL COPIES OF INTERIM SOIL TESTING REPORTS.
30. ALL FILLED PLACES UNDER PROPOSED STORM AND SANITARY SEWER, PROPOSED ROADS, AND/OR PAVED OR FUTURE PAVED AREAS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD COMPACTION TEST. ALL FILL PLACED IN PROPOSED ROADS SHALL BE COMPACTED FROM THE BOTTOM OF THE FILL UP. ALL TESTS SHALL BE VERIFIED BY A SOILS ENGINEER CONCURRENT WITH GRADING AND BACK FILLING OPERATIONS.
31. AREA SHALL BE TEMPORARILY RESEEDED AT A RATE OF 6-8 LBS. OF RYE GRASS PER 1000 SQ. FT. FERTILIZER SHALL BE APPLIED AT A RATE OF 50 LBS. PER 10,000 SQ. FT.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM BUILDINGS FOR ALL NATURAL & PAVED AREAS.
2. ALL UNSURFACED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL. CONTRACTOR TO SEED, MULCH, AND FERTILIZE ALL AREAS OUTSIDE OF PAVED AREAS THAT WERE DISTURBED DURING CONSTRUCTION UNTIL AN ACCEPTABLE STAND OF GRASS IS ESTABLISHED.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. SHOULD CONSTRUCTION STOP FOR LONGER THAN 15 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED BY TEMPORARY SEEDING MIX.
5. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
6. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
7. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
8. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
9. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
10. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
12. EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
13. ALL STORM WATER RUNOFF SHALL MEET LOCAL AGENCY(IES) STANDARDS.
14. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO KEEP ALL MUD AND SILT ON SITE AND OFF OF STREETS.
15. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STORM WATER RUN-OFF AND SILTATION UNDER CONTROL DURING CONSTRUCTION.
16. CONTRACTOR SHALL MAINTAIN THE SITE IN A WELL-DRAINED MANNER IN ORDER TO ASSUME THE SHORTEST POSSIBLE DRYING TIME AFTER EACH RAINFALL. THIS WILL MEAN THAT PUMPING OF STANDING WATER IN LOW AREAS ON THE SITE WILL MOST LIKELY BE REQUIRED DURING CONSTRUCTION.

MAINTENANCE:
ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND AFTER A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

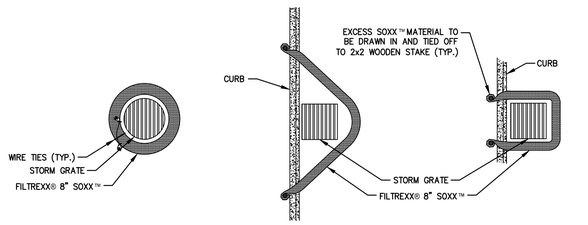
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. ALL CURB AND AREA INLETS SHALL HAVE INLET PROTECTION SUFFICIENT TO PREVENT TRANSPORTED SOIL FROM BEING DEPOSITED IN THE FORM OF SILT IN THE STORM DRAINAGE SYSTEMS ON-SITE OR OFF-SITE.
7. ALL FINISHED GRADES THAT EXCEED 20% (5 HORIZONTAL TO 1 VERTICAL) SHALL BE MULCHED.

SEQUENCE OF CONSTRUCTION

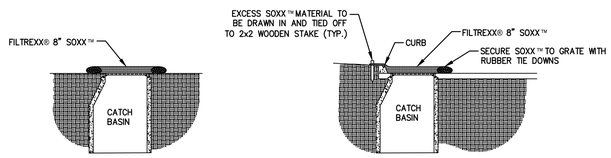
INSTALL EROSION CONTROL ITEMS.

1. INSTALL TEMPORARY CONTROL MEASURES
2. BEGIN DEMOLITION OF EXISTING IMPROVEMENTS.
3. PERFORM GRADING ACTIVITIES.
4. TEMPORARY SEED DENUDED AREAS.
5. PAVE SITE.
6. FINAL SEEDING/SOD.
7. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI



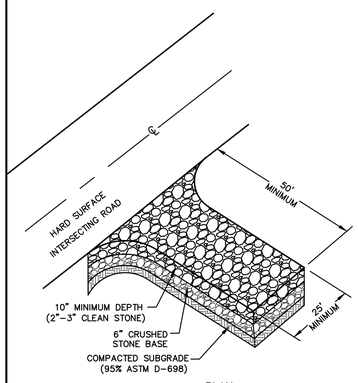
DRAIN INLET PLAN — CURBSIDE OPTION "A" PLAN — CURBSIDE OPTION "B" PLAN



DRAIN INLET SECTION — CURBSIDE SECTION

NOTES:
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

IP4 FILTREXX SILT SOCK INLET PROTECTION
NO SCALE



PLAN

PERFORMANCE STANDARDS:

1. ALL SITE ACCESS MUST BE CONFINED TO THE CONSTRUCTION EXIT(S). BARRICADE TO PREVENT USE OF ANY LOCATIONS OTHER THAN THE CONSTRUCTION EXIT(S) WHERE VEHICLES OR EQUIPMENT MAY ACCESS THE SITE.
2. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.
3. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION EXIT(S) IS NOT SUFFICIENT TO PREVENT TRACKING OF DIRT, DUST OR MUD, THEN TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. ALL WASH WATER MUST BE ROUTED TO A SEDIMENT TRAP OR OTHER TREATMENT AREA AND SHALL NOT BE DIRECTLY DISCHARGED OFF-SITE.
4. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT TRACKING BEYOND THE PERMITTED PROJECT AREA. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
5. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY (AND WITHIN THE SAME DAY AS DISCOVERY) AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
6. EXIT(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD BEYOND THE EXIT(S). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXIT(S) AS CONDITIONS DEMAND.
7. CONTRACTOR SHALL BE PERMITTED TO TURN THE STONE WHEN THE SURFACE BECOMES SMOOTH AND SURFACE VOIDS ARE FILLED TO MAINTAIN EFFECTIVENESS OF CONSTRUCTION EXIT UNTIL SUCH TIME THAT VOIDS BELOW THE SURFACE BECOME FILLED AND THE CONSTRUCTION EXIT IS NO LONGER EFFECTIVE. AT SUCH A TIME THE CONTRACTOR SHALL REMOVE THE INEFFECTIVE STONE AND REPLACE PER DETAIL.
8. IF EXIT BMP IS STILL INEFFECTIVE, GC MUST CONTACT THE ENGINEER AND SUBMIT AN RFI AS NECESSARY.

NOTE TO GC: THE GOAL OF A CONSTRUCTION EXIT AND ASSOCIATED WHEEL WASH AREAS IS TO ELIMINATE TRACK OUT. SIMPLY MANAGING TRACK OUT THROUGH DESIGNATED OR CONTINUAL STREET SWEEPING IS NOT AN ACCEPTABLE PRACTICE. WHILE STREET SWEEPING IS AN ACCEPTABLE PRACTICE FOR REMOVING DUST AND MINIMAL AMOUNTS OF FINE SEDIMENT, OBSERVABLE TRACK OUT FROM THE PROJECT SHOULD TRIGGER THE USE OF ADDITIONAL MEASURES (WHEEL WASH). CONSIDERATION OF ALTERNATE EXITS, OR DISCONTINUING VEHICLE TRAFFIC UNTIL CONDITIONS ON-SITE HAVE IMPROVED. TRACK OUT IS A SEDIMENT RELEASE. ALL SEDIMENT RELEASES MUST BE REPORTED TO THE SWCT VIA THE ONLINE CRITICAL INCIDENT REPORT.

TEMPORARY CONSTRUCTION ENTRANCE
NO SCALE

POST: 2"X2" HARDWOOD OR T TYPE POST

FABRIC:
1. AMOCO 2130
2. BELTECH 940
3. MIRAFI 100X
4. LING GTF 190
5. SI 915 SC

SHEET FLOW INSTALLATION
(PERSPECTIVE VIEW)

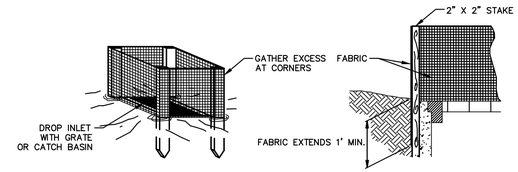
NOTE: INSTALL IN ACCORDANCE WITH SILT FENCE DETAIL, EXCEPT AS NOTED ABOVE.

SEDIMENTATION/SILT FENCE WITHOUT WIRE SUPPORT
NO SCALE

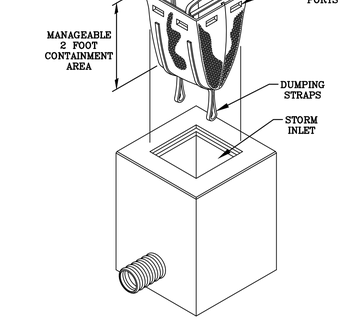
SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JUL.	AUG.	SEP.
TEMPORARY CONTROL MEASURES												
ROUGH GRADE / SEDIMENT CONTROL												
PERMENANT CONTROL MEASURES												
SEED AND FINAL STABILIZATION												



IP3 SILT FENCE INLET PROTECTION
NO SCALE



IP1 DANDY SACK GRATED INLET PROTECTION
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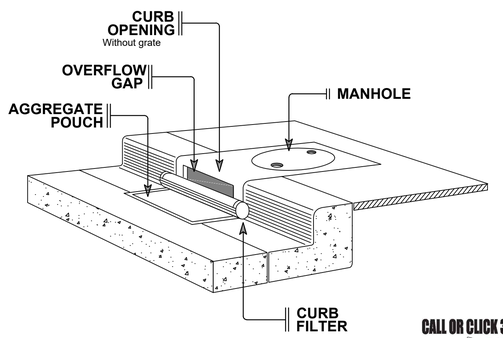


IP2 DANDY CURB INLET PROTECTION
NO SCALE

OCHRAN
North Office
1401 Hwy. 47 Street
Wentzville, Missouri 63385
636-332-4574 (tel.)
636-327-0760 (fax)
wentmail@cochraneng.com
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning
Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall contact Missouri One Call for utility location information.

All OSHA rules & regulations established for the type of construction involved in these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI MICHAEL L. HACKMEISTER NUMBER PE-2017018980 PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

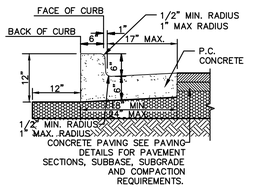
S.W.P.P.P. GENERAL NOTES AND DETAILS

DATE:	REVISION:	DRN. BY:	APPD. BY:

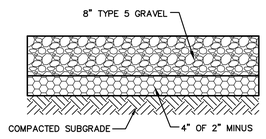
DRN. BY: EBB
APPD. BY: MLH
DATE: SEPT. 2025
SCALE: 1:40
PROJ. NO: M25-9124A
DRWG. NO: 6 OF 8

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
MISSOURI ONE CALL SYSTEM 1-800-DIG-RITE OR 811
www.mo1call.com

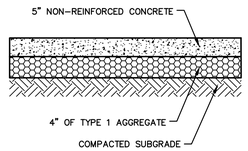
DWG NAME: J:\2025\M25-9124 - Mid-America Industrial Drive, Booneville MO\M25-9124A\ENGINEERING\AUTOCAD DRAWINGS\02_ Preliminary\6 OF 8 - SWPPP NOTES AND DETAILS.dwg LAYOUT TAB: 6 OF 8 S.W.P.P.P. GENERAL NOTES AND DETAILS PLOTTED ON: Sep 18, 2025 - 1:24pm PLOTTED BY: ebutler



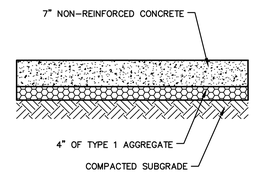
TYPE "A" CONCRETE CURB AND GUTTER
NO SCALE



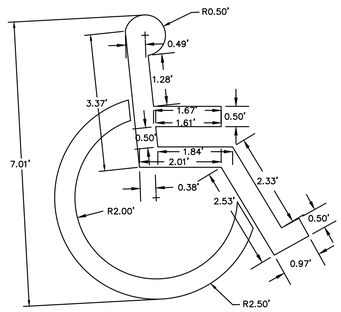
GRAVEL LOT DETAIL
NO SCALE



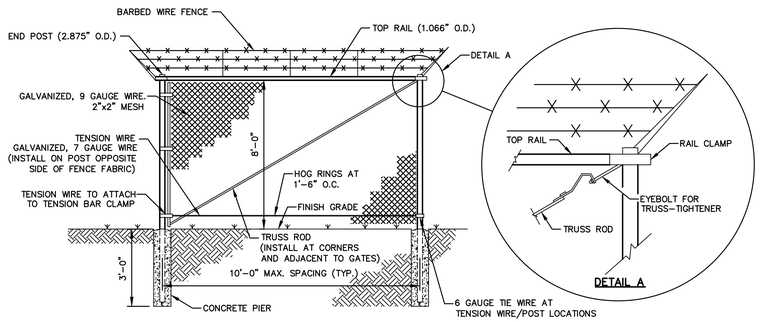
STANDARD DUTY CONCRETE PAVING
NO SCALE



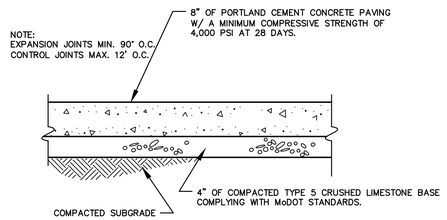
HEAVY DUTY CONCRETE PAVING
NO SCALE



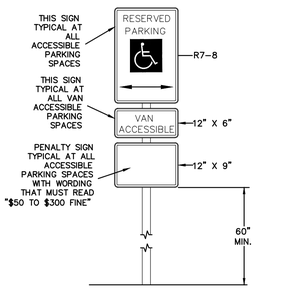
ACCESSIBLE PARKING SPACE SYMBOL DETAIL
NO SCALE



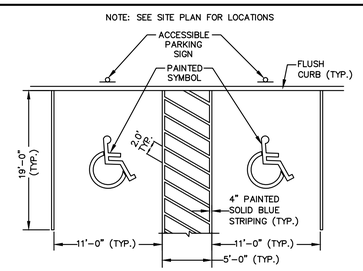
CHAIN LINK FENCE WITH BARBED WIRE DETAIL
NO SCALE



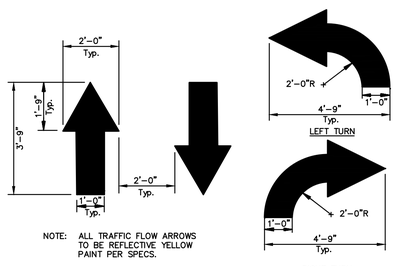
TRUCK DOCK
PAVEMENT SECTION DETAIL
NO SCALE



ACCESSIBLE PARKING SIGN DETAIL
NO SCALE

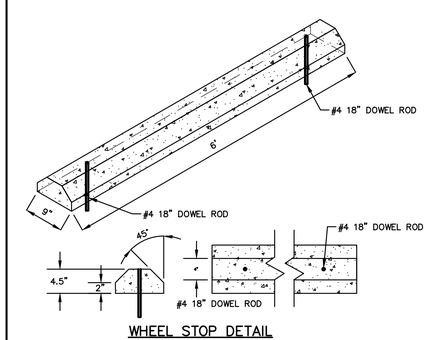


ACCESSIBLE STRIPING DETAIL
NO SCALE

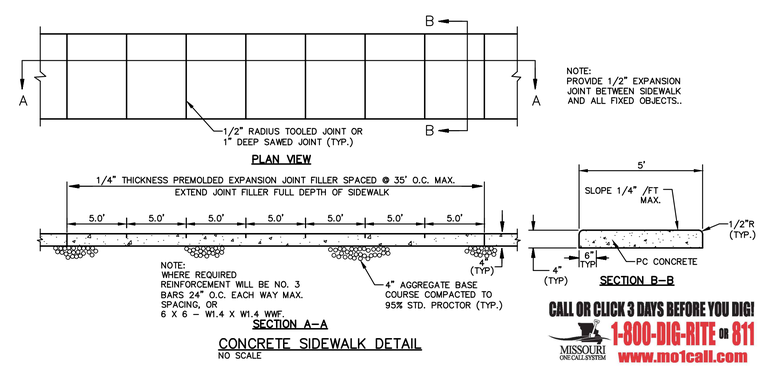


NOTE: ALL TRAFFIC FLOW ARROWS TO BE REFLECTIVE YELLOW PAINT PER SPECS.

TRAFFIC FLOW ARROW DETAIL
NO SCALE



WHEEL STOP DETAIL
NO SCALE



CONCRETE SIDEWALK DETAIL
NO SCALE

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
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North Office
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Wentzville, Missouri 63385
636-332-4574 (tel.)
636-327-0760 (fax)
wentmail@cochranengineering.com
COCHRAN
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning

Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall contact all applicable utility location information.

All OSHA rules & regulations established for the type of construction involved shall be followed. Safety plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
NUMBER PE-2017018980
PROFESSIONAL ENGINEER
MICHAEL L. HACKMEISTER
PE-2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

APPD. BY:	
DRN. BY:	
REVISION:	
DATE:	
DRN. BY: EBB	APPD. BY: MLH
DATE: SEPT. 2025	
SCALE: NO SCALE	
PROJ. NO.: M25-9124A	
DRG. NO.: 7 OF 8	

DETAILS

DWG NAME: J:\2025\M25-9124 - Mid-America Industrial Drive, Booneville MO\M25-9124A\ENGINEERING\AUTOCAD DRAWINGS\02_ Preliminary\7 OF 8 - DETAILS.dwg LAYOUT TAB: 7 OF 8 DETAILS PLOTTED ON: Sep 18, 2025 - 1:25pm PLOTTED BY: ebutler

LANDSCAPE PLAN

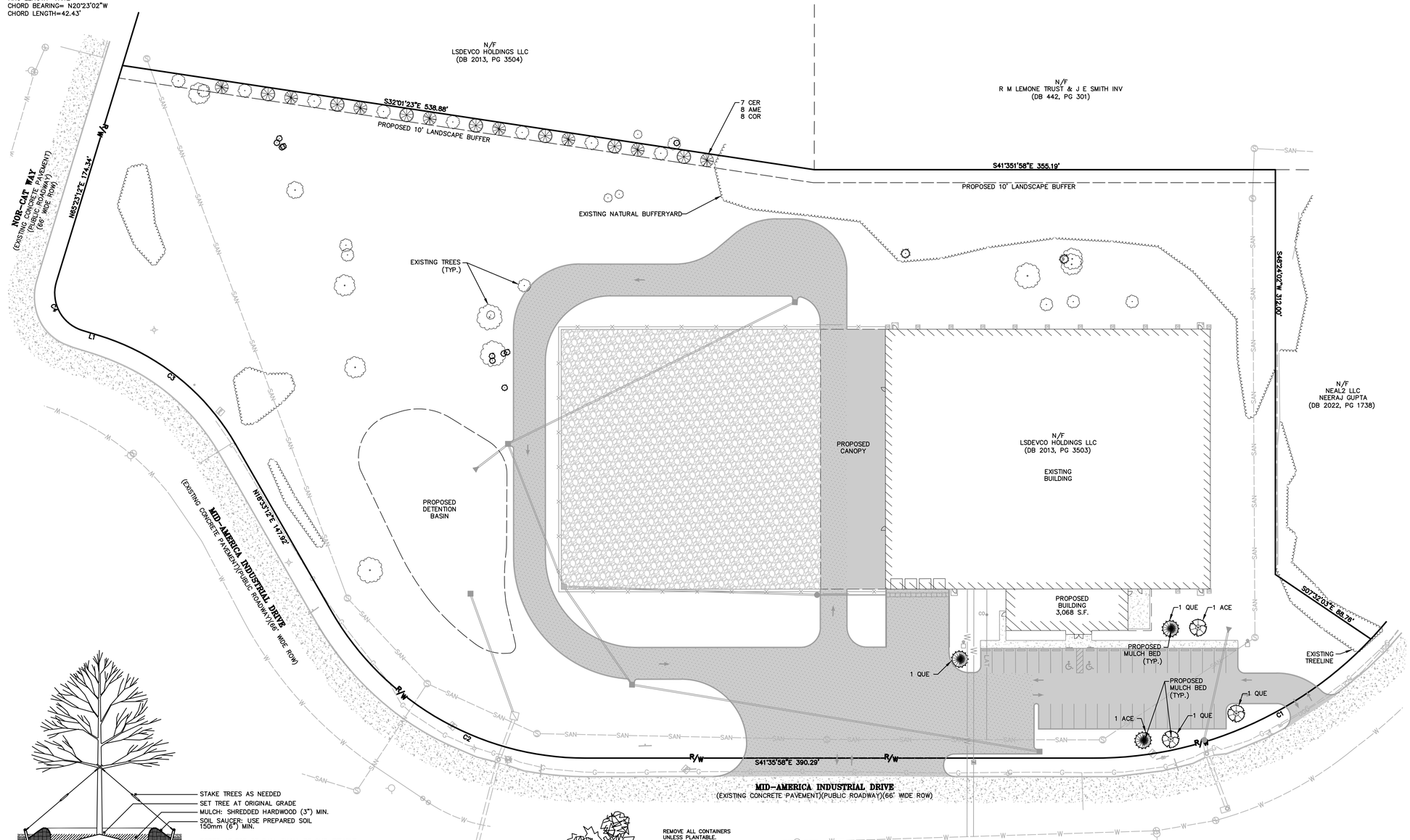
L1
N24°38'13"W 13.27'

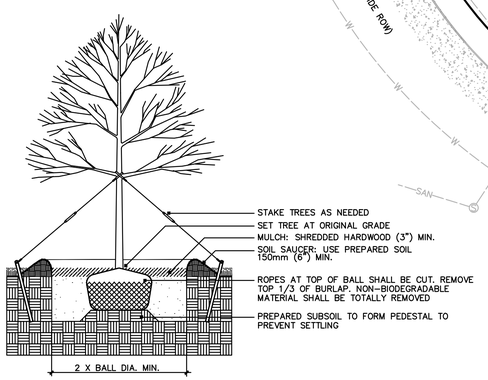
C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'

C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'

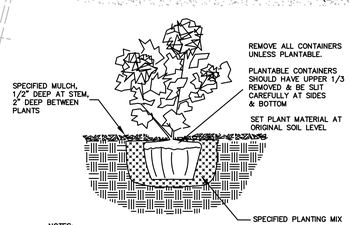
C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'

C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'





DECIDUOUS TREE PLANTING



NOTES:
1. WATER THOROUGHLY FOLLOWING PLANTING.
2. SIZE OF HOLE REQUIRED VARIES WITH CONTAINER SIZE, BUT MUST BE LARGER THAN CONTAINER ON ALL SIDES AND BOTTOM.
3. AVOID DAMAGE TO ROOT STRUCTURE IN HANDLING & PLANTING.

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

SCALE: 1"=40'
SEPTEMBER, 2025

LANDSCAPE LEGEND

- BUR OAK "QUE"
- RED MAPLE "ACE"
- EASTERN REDBUD "CER"
- SERVICEBERRY "AME"
- FLOWERING DOGWOOD "COR"
- AREAS TO BE SEEDED AND STRAWED

LANDSCAPE REQUIREMENTS:

REAR YARD BUFFER:
TYPE A – 10 FEET WIDTH WITH 5 SMALL CANOPY TREES PER 100 LINEAR FEET.

REAR YARD LENGTH: 894.07 L.F.
EXISTING NATURAL BUFFERYARD: 428.46 L.F.

894.07 – 428.46 = 465.61 L.F. BUFFERYARD REQUIRED

465.61 L.F. / 20 L.F. (PER 1 TREE) = 23.3
REQUIRED TREES: 23
PROPOSED TREES: 23

PARKING LOT:
35% OF PARKING LOT MUST BE SHADED W/ MATURE TREES.

PARKING LOT AREA: 12,459 S.F.
REQUIRED SHADED AREA: 12,459 X 0.35 = 4,361 S.F.

AVERAGE SHADE AREA PROVIDED BY LARGE CANOPY TREE:
AVERAGE DIAMETER: 50 L.F.
AVERAGE AREA: $\pi R^2 = \pi(25)^2 = 1{,}963.5$ S.F.

ONLY HALF OF SHADE TREE AREA WILL BE USED IF ON THE EDGE OF THE PARKING LOT.
1,963.5 S.F. / 2 = 981.75 S.F. ALLOWABLE SHADE AREA PER TREE
4,361 S.F. / 981.75 S.F. = 4.44 TREES
REQUIRED TREES: 5
PROPOSED TREES: 6

NOTES:

1. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. PLANT QUANTITIES ON PLANS PREVAIL OVER THOSE LISTED IN PLANT LIST.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS, INCLUDING UNDERGROUND UTILITIES PRIOR TO START OF WORK. REPORT TO OWNER'S REPRESENTATIVE ANY CONDITION THAT MAY AFFECT CONTRACT. CONTRACTOR SHALL REPAIR ANY DAMAGE TO SITE ELEMENTS DUE TO CONTRACTOR'S ACTIVITY AT NO EXTRA COST TO OWNER.
3. CONTRACTOR SHALL COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPING WITH THE OWNER'S REPRESENTATIVE.
4. MULCH ENTIRE SHRUB PLANTING AREAS WITH 3" DEPTH OF SHREDDED BARK MULCH. ALL SHRUBS BEDS IN LAWN AREAS TO HAVE SPADE CUT EDGE. PROVIDE 4' DIA. MULCH RING AROUND ALL NEW TREES WITH MIN. 3" DEPTH OF SHREDDED BARK MULCH. GROUND COVER BEDS TO RECEIVE MIN. 2" DEPTH OF SHREDDED BARK MULCH.
5. FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE SHALL BE MATCHED FOR SIZE AND FORM.
6. CONTRACTOR SHALL COORDINATE SCHEDULE AND STAKING/LOCATION OF BED EDGES WITH IRRIGATION CONTRACTOR.
7. ALL DISTURBED AREAS SHALL BE SODDED.
8. ALL SEEDED AREAS ON SLOPES OF 3:1 OR GREATER SHALL HAVE EROSION CONTROL BLANKETS AS SPECIFIED.
9. SEE CIVIL AND ARCH. DWGS FOR EXISTING AND PROPOSED CONDITIONS.
10. SEE SPECIFICATIONS FOR ADDITIONAL NOTES AND REQUIREMENTS.
11. SEE PLANTING SOIL SPECIFICATIONS–SECTION 02301–FOR SOIL DEPTH AND QUALITY REQUIREMENTS IN LAWN AND PLANTING AREAS.

PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	ABBREV.	SIZE	SPACING	TYPE
SMALL CANOPY TREES						
7	Cercis canadensis	Eastern Redbud	CER	5 GAL.	18'	B&B
8	Amelanchier canadensis	Serviceberry	AME	5 GAL.	18'	B&B
8	Cornus florida	Dogwood	COR	5 GAL.	18'	B&B
LARGE CANOPY TREES						
3	Quercus macrocarpa	Bur Oak	QUE	5 GAL.	AS SHOWN	B&B
3	Acer rubrum	Red Maple	ACE	5 GAL.	AS SHOWN	B&B

NOTE:
PLANTINGS MAY NOT BE IN UTILITY EASEMENTS.

NOTE:
ALL DISTURBED AREAS TO BE SEEDED AND STRAWED.

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
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1-800-DIG-RITE OR 811
www.mo1call.com

North Office
6 East Main Street
Wentzville, Missouri 63385
636-332-4574 (tel)
636-327-0760 (fax)
wentmail@cochraneng.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

COCHRAN

Missouri State Certificate of Authority Numbers: 2010000046

Two working days prior to the start of any excavation on this site, contractor shall contact Missouri One Call for utility location information.

All OSHA rules & regulations established for the type of construction performed at these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
NUMBER PE-2017018980
PROFESSIONAL ENGINEER
12/1/25

MICHAEL L. HACKMEISTER
PE–2017018980

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

	DRN. BY:	APPD. BY:
DATE:	EBB	MLH
REVISIONS:		

BILL NO. 2025-028 **ORDINANCE NO.** _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 14 OFFENSES- MISCLELLANEOUS PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Boonville is interested in revising Section 14-7 (Fireworks) to attract new business investment to Boonville and increase employment opportunities and sales tax revenue; and,

WHEREAS, Section 14-7 (Fireworks) requires clarification, definition and revision to codify where the retail sale of fireworks may be permitted.

WHEREAS, the authority and scope to enact code changes are grounded in the Missouri statutes which are then operationalized through the City General Codes of Ordinances and the adopted professional standards of the International Code Council.

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

SECTION 1: Chapter 14-7 (Fireworks) shall be amended as detailed in "Exhibit A".

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

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

FIRST READING: October 20, 2025

READ FOR THE SECOND TIME AND PASSED ON THIS 3RD DAY OF NOVEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

_____
President of the Council

APPROVED THIS ____ DAY OF _____ 2025

_____
Ned Beach, Mayor

ATTEST:

_____
Amber Davis, City Clerk

Sec. 14-7. - Fireworks. (Current ordinance)

(a) No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, toy cannons, sparklers, or caps within the city, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by the city council.

(b) No person shall discharge rockets, giant torpedoes, cannon crackers, firecrackers, fireworks and other dangerous combustible materials within the city limits.

(Code 1958, § 49.09)
State Law reference— Power of city over fireworks, RSMo 77.570.

Sec. 14-7. – Fireworks (Proposed new ordinance with revisions)

(a) Except for the retail sale of consumer fireworks as specifically permitted in Section 14-7(b), no ~~No~~ person shall sell or expose for sale any fireworks~~, firecrackers, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, toy cannons, sparklers, or caps~~ within the city limits, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by city council.

(b) The retail sale of consumer fireworks is permitted from a consumer fireworks retail sales facility located within the city limits if the following requirements are met: (1) any such retail consumer fireworks sales are conducted from a permanent structure that is not in excess of one thousand feet from the nearest point to Interstate 70, and (2) said consumer fireworks retail sales facility holds a valid, current Annual Retailer's permit issued by the Missouri State Fire Marshal's Office pursuant to Chapter 320.106(2) and Chapter 320.111(6), Missouri Revised Statutes.

(c) No person shall discharge ~~rockets, giant torpedoes, cannon crackers, firecrackers,~~ fireworks ~~and~~ or other dangerous combustible materials within the city limits unless such person has a fireworks discharge or fireworks display permit approved by the city council or its designee.

(d) For purposes of this section, (1) "Fireworks" shall be defined as any composition or device for producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation and that meets the definition of consumer fireworks, articles pyrotechnic, or display fireworks as further defined in Chapter 320.106, Missouri Revised Statutes, and (2) "Consumer Fireworks" shall be defined as explosive and pyrotechnic devices designed for sale and use by the general public that conform with requirements set forth by the United States Consumer Product Safety Commission (CPSC) and designed primarily to produce visible or audible effects by combustion including, but not limited to, aerial devices, ground devices, fuses, and novelties in compliance with APA Standard 87-1A as defined in Chapter 320.106, Missouri Revised Statutes.

(Code 1958, § 49.09)
State Law reference— ~~Power of city over fireworks,~~ RSMo 77.570, 320.106.

Sec. 14-7. – Fireworks (Proposed new ordinance/final version)

(a) Except for the retail sale of consumer fireworks as specifically permitted in Section 14-7(b), no person shall sell or expose for sale any fireworks within the city, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by city council.

(b) The retail sale of consumer fireworks is permitted from a consumer fireworks retail sales facility located within the city limits if the following requirements are met: (1) any such retail consumer fireworks sales are conducted from a permanent structure that is not in excess of one thousand feet from the nearest point to Interstate 70, and (2) said consumer fireworks retail sales facility holds a valid, current Annual Retailer's permit issued by the Missouri State Fire Marshal's Office pursuant to Chapter 320.106(2) and Chapter 320.111(6), Missouri Revised Statutes.

(c) No person shall discharge fireworks or other dangerous combustible materials within the city limits unless such person has a fireworks discharge or fireworks display permit approved by the city council or its designee.

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(Code 1958, § 49.09)

State Law reference— RSMo 77.570, 320.106.

CITY OF BOONVILLE
PLANNING AND ZONING COMMISSION MEETING
MINUTES OF OCTOBER 14, 2025

VOTING MEMBERS PRESENT

1) Clark Greis
2) Brooks Rapp
3) Sy Harvell
4) Ned Beach
5) Steve Hage
6) Josh Snoddy

VOTING MEMBERS ABSENT: Ernie Ueligger

STAFF/PRESENTERS/GUESTS

Jeff Ditto
Kate Fjell
Scott Vogler
Mike Hackmeister, Cohran Engineering
Victoria Lamb, AECI Utility Solutions
Scotty Pennington, AECI Utility Solutions

1. CALL TO ORDER: Mr. Hage called the meeting to order at 6:01 p.m. Roll call was taken with six (6) of eight (8) members present constituting a quorum.

2. MINUTES: Mr. Beach moved, and Mr. Greis seconded a motion that the minutes be approved. Motion passed unanimously.

3. HEARING OF PUBLIC COMMENTS:
None

4. OLD BUSINESS:
None

5. NEW BUSINESS:

a. Preliminary Site Plan Review for 2415 Mid America Industrial Drive

Mr. Hage stated that the preliminary plan before the Commission is for the spec building that was constructed in the 1980's and has never had a tenant. Mr. Hage asked Mr. Vogler if he had any comments on the proposed preliminary plan. Mr. Vogler stated that his one comment is related to the number of parking spaces. He stated that he believes the developer is asking for a variance in the number of parking spaces.

Ms. Victoria Lamb, from AECI Utility Solutions came before the Commission to discuss AECI Utility Solutions and their project plans. She stated that AECI Utility Solutions is a distributor of electrical goods. They have a presence in 5 states and this facility will be used for regional distribution and will employ 6 employees.

Mr. Harvell asked about their biggest customers and the size and number of trucks. Ms. Lamb asked Mr. Scotty Pennington to come and answer the questions. Mr. Pennington stated that their main customers are rural public coops. He stated that there will be approximately 4 trucks per day, the trucks will be 18 wheelers with a 53-foot

trailer or box trucks. The operations will generally be Monday-Friday, unless there is a weather emergency that requires an emergency response delivery of supplies.

Mr. Gries asked if the lay down yard would have a chain link fence around it. Ms. Lamb stated that it would have a fence and camera.

Mr. Hage asked where the other facilities for AECI Utility Solutions are located. Ms. Lam stated the facilities are in 2 in Arkansas, one in Mississippi and one in Oklahoma.

Ms. Fjell asked for clarification on the requested parking variance. Mr. Hackmeister, project manager, stated that AECI is asking for a parking variance, as submitted there 37 parking spots.

Mr. Beach moved, and Mr. Greis seconded a motion to recommend to Council an approval of the parking variance for the project. Ayes: Beach, Greis, Harvell, Snoddy, Rapp, Hage (6); Nays: None (0); Abstain: None (0)

Mr. Harvell moved, and Mr. Greis seconded a motion to approve the preliminary site plan as presented. Ayes: Beach, Greis, Harvell, Snoddy, Rapp, Hage (6); Nays: None (0); Abstain: None (0)

b. Discussion amending Chapter 14-7 relating to sale of fireworks in city limits

Ms. Fjell introduced Mr. John Walker from Spirit of 76 to discuss their request and proposed project. Mr. Walker stated that Spirit of 76 has acquired the old Russell Stover Building in Boonville and would like to remodel it and open it as a year-round, brick and mortar fireworks retail store. Ms. Fjell stated that included in the packet is the proposed ordinance amending Chapter 14 to allow for a year-round firework retail store. Mr. Hage asked if there were any other state regulations regarding year-round retail stores. Mr. Walker stated that the regulations relating to year-round firework sales are primarily left to each municipality, however there is an annual retailer permit that is required by the state.

Mr. Hage asked if there is a limitation on the size of fireworks sold. Mr. Walker stated it is consumer fireworks only.

Ms. Fjell stated that although this is matter does not require planning and zoning review, since it is not a zoning change, staff believed it would be best to have this discussion at the Commission prior to taking it to Council.

Mr. Gries moved, and Mr. Rapp seconded a motion to approve the preliminary site plan as presented. Ayes: Beach, Greis, Harvell, Snoddy, Rapp, Hage (6); Nays: None (0); Abstain: None (0)

6. MISCELLANEOUS:

None

7. ADJOURN

Mr. Rapp moved, and Mr. Greis seconded a motion to adjourn the meeting. The motion passed unanimously. The Meeting adjourned at 6:20 PM

Respectfully submitted,

_____

Kate Fjell, City Administrator

City of Boonville
Police Board Minutes From
October 13, 2025
Boonville Police Department
401 East Morgan Street
Boonville, Mo. 65233

1. **Due to lack of a quorum no official business was conducted.**

2. **Members Present: Johnathon Morten, Mike Drew, Whitney Venable, and Randy Ayers**

3. **Members Absent: Ralph Twillman, Brett Cooper, and Gene Cummins**

4. **Guest Present: None**

5. **Next Meeting: January 12, 2026**

Respectfully Submitted,

Chief Randy Ayers

401 Main Street | Boonville, MO 65233

660-882-2332 | Fax: 660-882-6608

City Of BOONVILLE est. 1839
CITY HALL

October 16, 2025
To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: Council Notes and Comments

We have a very full agenda tonight, some new items to discuss and also finally closing out some lingering items. If you have any further questions about these items, please call or email me.

Consent Items

- Spectrum Environmental (A&D Barracks): Wipe simples were completed on 10.15.25 and we are waiting for results. Demolition is complete at the building.
- GBH Builders (Johnson Field House): Work continues the upstairs bathrooms and also on the hallway and stairs to the gym. I think the project is on the downhill side and should be completed in the next 6-8 weeks.
- GloveCon (City Hall): This is the final payout for the 2nd floor remodel done at City Hall.

Unfinished Business

- Bill 2025-009 Annexation of Ballparks Central: We are ready to act on this item. We have finished our negotiations with the water district (the first reading of this agreement is on this agenda) and the water connections for the City have been determined. The project continues to move forward, and the fields will host several tournaments in 2026 beginning in April. This will help to boost sports tourism in the area and support existing and new business development. The City's sewer and water are critical to this development.
- Bill No. 2025-023 Personnel Manual: It is my preference that we resolve the Personnel Manual at this meeting, so affected staff can begin accruing more vacation time beginning November 1. If we push it to the next meeting, changes will not go into effect until December.
- Bill No. 2025- 024 Bank Bids: We will act on this item tonight. We have already had preliminary meetings with BTC to help make for a smoother transition once this is finalized.

New Business

- Bill 2025-025 Agreement with Water District: This is the companion bill to annexation. We have completed our negotiations with the water district to buy out this newly annexed area. This negotiation and buy out is required by state law to compensate for water district for their lost future revenue. The buyout is $38,750.

This number was arrived at by estimating the approximate water usage of the commercial buildings and modeled after the buyout for the Fox Hollow annexation.

- Bill 2025-026 State Block Grant Agreement for Airport: The City is utilizing another bucket of funds to help pay for the pavement rehab project that has been completed. This requires another ordinance to access these funds. (Reminder, the project is already complete).
- Bill 2025-027 Preliminary Site Plan approval: AECI Utility solutions has purchased the spec building and plans to use the facility as a regional distribution center. They are asking for a parking variance, the variance and the plans were reviewed by Planning and Zoning and approved.
- Bill 2025-028: Amending Chapter 14, Relating to sales of fireworks in City Limits: The Spirit of 76 has purchased the Russell Stover building and is proposing to operate a year-round, brick and mortar firework retail store in Boonville. City staff met with the representatives of the company, and I have discussed this proposal with the police and fire chiefs. Neither have any concerns about the retail operation. Current City Ordinances prohibit the sale of fireworks within City limits and staff is proposing to amend the ordinance to allow year-round, brick and mortar retail stores to operate within the City limits. Seasonal tents would still be prohibited. Any stores must be within 1000 feet of I70 and hold an Annual Retailer's permit from the state of Missouri. These amendments do not lift the provision on discharging fireworks within the City limits.

<u>Miscellaneous Items</u>

- Salt Bids: The City took salt bids for the winter season. We have been working to use up some of our salt reserves in the past years, and we have successfully done that; so we need to buy some to get through this winter season.
- City Staff is transitioning to a new time clock system in the coming weeks. We have been working towards this transition for 6 months. This transition is a result of our timekeeping system being bought out by another company.
- Academic Hall update: We are having to do some additional surveys to comply with CDBG requirements, specifically a cultural resource survey and Phase 1 environmental reviews. These additional requirements should be covered by CDBG funds. You will see in the coming weeks resolutions to engage consultants to complete these surveys.
- Budget season is approaching fast. I will try to get a schedule out in December for work sessions. Reminder, if there are capital projects you would like staff to consider, now is the time to relay these items to us. I.e. Council's commitment to replacing aging infrastructure resulted in us undertaking the first (of many) water and sewer replacement projects.

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Boonville Police Department Employee Survey

The Boonville City Council has requested a survey regarding the possible removal of *comp time* for hours worked beyond normal work hours. Under this proposal, all additional hours would be paid as *overtime* instead of being accrued as comp time.

Please indicate your preference below:

☐ I prefer **Comp Time** when I work extra hours.

☐ I prefer **Overtime Pay** when I work extra hours.

☐ I am **neutral** and do not have a preference.

Boonville Police Department
Comp Time Survey Results

Prefer Comp Time	**2**
Prefer Overtime Pay	**5**
Neutral / No Preference	**4**
Prefer To Have Choice Of Comp Time Or Overtime Pay	**12**

Availible To Respond	**28**
Total Responses	**23**
No Responses	**5**

Missouri Gaming Commission
State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 9/1/2025 through 9/30/2025

Year beginning 9/1/2025

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
09/01/2025	Monday	$10,042.00	$88,591.34	$98,633.34	$5,021.00	$79,732.21	$8,859.13	$13,880.13
09/02/2025	Tuesday	$4,150.00	$41,314.88	$45,464.88	$2,075.00	$37,183.39	$4,131.49	$6,206.49
09/03/2025	Wednesday	$4,688.00	$43,465.11	$48,153.11	$2,344.00	$39,118.60	$4,346.51	$6,690.51
09/04/2025	Thursday	$6,126.00	$55,118.62	$61,244.62	$3,063.00	$49,606.76	$5,511.86	$8,574.86
09/05/2025	Friday	$7,214.00	$57,560.13	$64,774.13	$3,607.00	$51,804.12	$5,756.01	$9,363.01
09/06/2025	Saturday	$12,494.00	$113,437.50	$125,931.50	$6,247.00	$102,093.75	$11,343.75	$17,590.75
09/07/2025	Sunday	$7,478.00	$68,081.83	$75,559.83	$3,739.00	$61,273.65	$6,808.18	$10,547.18
09/08/2025	Monday	$3,960.00	$37,253.49	$41,213.49	$1,980.00	$33,528.14	$3,725.35	$5,705.35
09/09/2025	Tuesday	$4,082.00	$33,050.97	$37,132.97	$2,041.00	$29,745.87	$3,305.10	$5,346.10
09/10/2025	Wednesday	$4,684.00	$48,815.15	$53,499.15	$2,342.00	$43,933.64	$4,881.51	$7,223.51
09/11/2025	Thursday	$5,568.00	$45,526.17	$51,094.17	$2,784.00	$40,973.55	$4,552.62	$7,336.62
09/12/2025	Friday	$8,156.00	$70,654.33	$78,810.33	$4,078.00	$63,588.90	$7,065.43	$11,143.43
09/13/2025	Saturday	$12,718.00	$91,021.38	$103,739.38	$6,359.00	$81,919.24	$9,102.14	$15,461.14
09/14/2025	Sunday	$7,468.00	$55,932.89	$63,400.89	$3,734.00	$50,339.60	$5,593.29	$9,327.29
09/15/2025	Monday	$3,794.00	$32,508.21	$36,302.21	$1,897.00	$29,257.39	$3,250.82	$5,147.82
09/16/2025	Tuesday	$4,532.00	$42,042.81	$46,574.81	$2,266.00	$37,838.53	$4,204.28	$6,470.28
09/17/2025	Wednesday	$4,692.00	$46,926.34	$51,618.34	$2,346.00	$42,233.71	$4,692.63	$7,038.63
09/18/2025	Thursday	$5,516.00	$34,836.70	$40,352.70	$2,758.00	$31,353.03	$3,483.67	$6,241.67
09/19/2025	Friday	$8,430.00	$73,852.20	$82,282.20	$4,215.00	$66,466.98	$7,385.22	$11,600.22
09/20/2025	Saturday	$12,586.00	$90,148.90	$102,734.90	$6,293.00	$81,134.01	$9,014.89	$15,307.89
09/21/2025	Sunday	$6,376.00	$41,724.66	$48,100.66	$3,188.00	$37,552.19	$4,172.47	$7,360.47
09/22/2025	Monday	$4,082.00	$29,863.27	$33,945.27	$2,041.00	$26,876.94	$2,986.33	$5,027.33
09/23/2025	Tuesday	$4,900.00	$51,685.44	$56,585.44	$2,450.00	$46,516.90	$5,168.54	$7,618.54
09/24/2025	Wednesday	$4,948.00	$40,160.70	$45,108.70	$2,474.00	$36,144.63	$4,016.07	$6,490.07
09/25/2025	Thursday	$6,822.00	$56,863.65	$63,685.65	$3,411.00	$51,177.29	$5,686.36	$9,097.36
09/26/2025	Friday	$8,210.00	$55,970.71	$64,180.71	$4,105.00	$50,373.64	$5,597.07	$9,702.07
09/27/2025	Saturday	$11,766.00	$94,851.65	$106,617.65	$5,883.00	$85,366.49	$9,485.16	$15,368.16
09/28/2025	Sunday	$6,108.00	$47,238.56	$53,346.56	$3,054.00	$42,514.70	$4,723.86	$7,777.86
09/29/2025	Monday	$4,128.00	$34,490.25	$38,618.25	$2,064.00	$31,041.23	$3,449.02	$5,513.02
09/30/2025	Tuesday	$4,536.00	$40,281.33	$44,817.33	$2,268.00	$36,253.20	$4,028.13	$6,296.13
Casino Report Totals:		$200,254.00	$1,663,269.17	$1,863,523.17	$100,127.00	$1,496,942.28	$166,326.89	$266,453.89
Casino YTD Totals:		$200,254.00	$1,663,269.17	$1,863,523.17	$100,127.00	$1,496,942.25	$166,326.92	$266,453.92

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month