



BOONVILLE

City of Boonville

December 15, 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. Barry Elbert

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. December 1 council minutes

V. Consent Items

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

A. Second Reading of Bill No. 2025-029 Amending the Solid Waste Collections Fees Portion of Administrative Fees (Appendix G) in the Code of General Ordinances.

B. Second Reading of Bill No.2025-030 Approving an Agreement with Black Flock LLC

VIII. New Business

A. Consider Resolution R2025-17 Authorizing and Approving an Agreement with Environmental Works for Phase 1 Site Assessment

B. Consider Resolution R2025-18 Authorizing and Approving an Agreement with Missouri Department of Economic Development for CDBG Funding

C. First Reading of Bill No. 2025-031 Approving a final site plan for AECl Utility Services at 2415 Mid America Industrial Drive

IX. Reports of Standing Committees

A. Planning and Zoning (12.9.25) - Sy Harvell

B. Airport Board — September 4, 2025 (Andrew Cowherd)

C. Airport Board — December 4, 2025 (Andrew Cowherd)

X. Reports of City Officials

A. Mayor

B. City Administrator

- Quarter 3 Capital Project Update
- FY 26-27 Budget Comments: Revenue outlook and Insurance Costs

C. City Clerk

D. City Counselor

XI. Miscellaneous

A. Public Works Monthly Report for November 2025

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at (660) 882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.



BOONVILLE

City of Boonville

December 1, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

AMENDED

I. Call to order – Pledge and Prayer

A. Sy Harvell

The Boonville City Council met in Regular Session on December 1, 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. Sy Harvell led the prayer after the Pledge of Allegiance.

II. Roll Call

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

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. November 17 Council Minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay App No. 7 in the amount of \$7,049.95 to Hydrovac of Missouri for the Lead Line Survey Inventory.

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

- B.** Consider Pay App No. 2 in the amount of \$80,161.47 to CL Richardson Construction for Water and Sewer Improvements 2025

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

- C.** Consider Change Order No. 2 in the amount of \$0.00 to CL Richardson Construction for Water and Sewer Improvements 2025.

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

VI. Presentation of Accounts and Claims

A. Appropriations

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

VII. Unfinished Business

None

VIII. New Business

- A.** First Reading of Bill No. 2025-029 Amending the Solid Waste Collections Fees Portion of Administrative Fees (Appendix G) in the Code of General Ordinances.

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

- B.** First Reading of Bill No.2025-030 Approving an Agreement with Black Flock LLC

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

IX. Reports of Standing Committees

None

X. Reports of City Officials

A. Mayor

None

B. City Administrator

- Budget Kick off

Ms. Fjell pointed out the budget memo in the packet. Ms. Fjell is proposing to start budget meetings with the first meeting in January. Ms. Fjell stated that the fuel surcharge debt the city has been paying to WM has been paid off.

C. City Clerk

Ms. Davis stated that the candidacy filing for the upcoming April 2026 election will begin on December 9th and end on December 30th.

D. City Counselor

None

E. Economic Developer

Jim Gann, Economic Developer, presented his October-November 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 7:15 p.m., and the voice vote was unanimous.

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **December 15, 2025** the sum of **\$416,585.17**

General Fund	\$208,399.62
Sanitation	\$69,331.73
CIP Tax	\$38,563.22
Water Works	\$41,189.33
Capital Projects	\$0.00
Waste Water	\$25,194.53
Tourism	\$18,932.48
Gaming	\$8,279.04
Parks/Water	\$6,695.22
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 **\$416,585.17** 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 **December 15, 2025** read for the second time this **December 15, 2025** since a copy was made available prior to the meeting.

Approved **December 15, 2025** _____

Mayor

Endorsed **December 15, 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. 2025-029

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING SOLID WASTE COLLECTION FEES PORTION OF THE SCHEDULE OF ADMINISTRATIVE FEES (APPENDIX G IN THE CODE OF GENERAL ORDINANCES); PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS: The City of Boonville first adopted its Schedule of Administrative Fees as Ordinance No. 4018 on September 5, 2006 and has found it necessary to amend the fee schedule from time to time to respond to rising costs of services and other economic conditions effecting the administration of local government; and

WHEREAS: City staff has recently been notified of a cost increase by their solid waste provider as allowed by their contract which necessitates a rate increase; and

WHEREAS: The City of Boonville's solid waste collection and disposal function, operated within the Sanitation Fund, is operated as an enterprise operation; and

WHEREAS: the attached amended section of the Schedule of Administrative Fees, Revised January 1, 2026, is based on the rate increase by the solid waste provider.

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 amend the **Solid Waste Collection Fees Section 21-181(a), (b), (b)(1), (c), and (d)** of the Schedule of Administrative Fees, (Appendix G in the Code of General Ordinances), prescribed and set forth in the **amended portion** of the **Schedule of Administrative Fees, Revised January 1, 2026** attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That the rates set forth herein shall become effective January 1, 2026.

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

FIRST READING: DECEMBER 1, 2025

**READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF
DECEMBER 2025 AFTER A COPY OF THIS ORDINANCE AND REFERENCE
AMENDED SCHEDULE OF ADMINISTRATIVE FEES HAS BEEN MADE
AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND
READINGS.**

President of the Council

APPROVED THIS 15TH DAY OF DECEMBER 2025.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
21-181	Solid Waste Collection Fees:	
21-181(a)	Service Fee for each residential unit served (including two and three unit occupancies)	\$24.32 per month
21-181 (b)	Residential/Multi-Family Dwellings - Per unit/Hand Pick-up Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$24.32
	Two pick-ups per week	\$33.74
	Three pick-ups per week	\$46.94
	Four pick-ups per week	\$60.10
	Five pick-ups per week	\$73.35
	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (b)(1)	Each Residential Unit will be provided a Contractor owned container at no additional cost for the collection of Residential Waste. All containers shall be 64-gallons capacity. Any residential unit may request the use of additional containers for an extra monthly fee per extra container.	\$5.00 per extra container
21-181 (c)	Commercial - Hand Pick-Up Per unit and Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$30.86
	Two pick-ups per week	\$56.94
	Three pick-ups per week	\$80.12
	Four pick-ups per week	\$104.99
	Five pick-ups per week	\$129.94
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week)	
	<i>Containerized Service -- 1.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$67.33
	Two pick-ups per week	\$107.32
	Three pick-ups per week	\$144.86
	Four pick-ups per week	\$181.78
	Five pick-ups per week	\$221.24
	<i>Containerized Service -- 1.5 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$87.41
	Two pick-ups per week	\$127.56
	Three pick-ups per week	\$166.41
	Four pick-ups per week	\$202.49
	Five pick-ups per week	\$241.13
	<i>Containerized Service -- 2.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$107.35
	Two pick-ups per week	\$160.79
	Three pick-ups per week	\$225.51

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
	Four pick-ups per week	\$258.90
	Five pick-ups per week	\$312.26
	<i>Containerized Service -- 3.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$147.00
	Two pick-ups per week	\$226.61
	Three pick-ups per week	\$303.75
	Four pick-ups per week	\$375.46
	Five pick-ups per week	\$454.52

	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week) (cont.)	
	<i>Containerized Service -- 4.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$186.59
	Two pick-ups per week	\$261.98
	Three pick-ups per week	\$347.86
	Four pick-ups per week	\$420.91
	Five pick-ups per week	\$503.86
	<i>Containerized Service -- 6.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$240.35
	Two pick-ups per week	\$374.85
	Three pick-ups per week	\$509.62
	Four pick-ups per week	\$622.46
	Five pick-ups per week	\$750.93

BILL NO: 2025-030

ORDINANCE NO

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING A COMMERCIAL LEASE AND OPERATING AGREEMENT WITH BLACK FLOCK, LLC AND JOSH BLACK, INDIVIDUALLY, FOR MANAGEMENT OF THE HAIL RIDGE GOLF COURSE.

WHEREAS, a previous *Commercial lease and Operating Agreement* between Josh Black (d/b/a Black Flock, LLC) and The City of Boonville regarding the operation and management of Hail Ridge Golf Course has expired; and

WHEREAS, Black Flock, LLC and Josh Black, Individually, wish to continue operating Hail Ridge Golf Course; and

WHEREAS, the City of Boonville wishes to have Black Flock, LLC and Josh Black, Individually, continue to operate Hail Ridge Golf Course; and

WHEREAS, the City of Boonville, Black Flock, LLC, and Josh Black, Individually, all having the right to be represented by counsel, have negotiated a set of mutual promises for the operation of the golf course that are deemed to offer the best opportunity for a successful and attractive entertainment venue and community resource to the golf community and the citizens of the City of Boonville and surrounding areas; and

WHEREAS, The City Council, Black Flock, LLC and Josh Black, Individually, have come to an agreement and wish to proceed with a contract for management of the golf course for a term of years.

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

SECTION 1: That the *Commercial Lease and Operating Agreement* between Black Flock, LLC, Josh Black, Individually, and the City of Boonville, attached hereto as **Exhibit A**, is approved.

SECTION 2: The City Administrator is hereby authorized to execute this Agreement on behalf of the City of Boonville.

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

Passed this ____ day of _____, 2025, by the City Council of Boonville, Missouri.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

COMMERCIAL LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into this ____ day of _____, 2025, by and between the City of Boonville (hereinafter referred to as the "City"), a municipal corporation of the State of Missouri, and Josh Black, individually, and Black Flock, LLC, a limited liability company operating in the State of Missouri (hereinafter collectively referred to as the "Operator") for the lease and management of an eighteen (18) hole golf course owned by the City.

RECITALS

WHEREAS, the City and the Operator have previously entered into a *Commercial Lease and Operating Agreement*, dated December 5, 2016, wherein the City leased full operational control of the City's eighteen (18) hole golf course to the Operator; and

WHEREAS, the aforesaid *Commercial Lease and Operating Agreement* has now expired and the City and the Operator wish to enter into a new agreement; and

WHEREAS, the Operator desires to continue to have the exclusive right to occupy and maintain the City's property (commonly known as the Hail Ridge Golf Course) under a new, long-term lease from the City in order to continue to operate the course as a commercial enterprise in exchange for investing time, energy, equipment, materials, experience and expertise in the course to make it a premier asset to the City of Boonville and surrounding area; and

WHEREAS, the City desires to enter a new lease and operating agreement with the Operator so that the eighteen (18) hole golf course at Hail Ridge can continue to operate for the benefit and enjoyment of the public, while continue to offer business opportunities to the Operator; and

WHEREAS, the Operator and the City have negotiated the following terms which each find to be acceptable and mutually advantageous in the short term and which allow, if mutually agreeable, for renewal and continuation over a period of years; and

WHEREAS, neither the City nor the Operator is desirous of pursuing agreement with any other agency or firm for the mutual agreements herein provided but each acknowledges that there must be adequate communication and singleness of vision and purpose to keep the contemplated relationship mutually advantageous over the long term and wish to establish a process for ensuring a successful collaboration into the future.

NOW THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the City and the Operator agree as follows:

1) Description of Premises. The Operator agrees to lease certain real estate and buildings consisting of approximately 152 acres, commonly known as the Hail Ridge Golf Course (hereinafter "the golf course"), which is further described in the attached Exhibit A, and is inclusive of the main maintenance building, located along Highway 87, the pro shop with an executive office, located in

the former residential structure at Highway 87 and Pearre Lane, and an adjacent bi-level, concrete and gravel parking lot.

2) Initial Term and Renewal.

a) Initial Term. This Agreement shall be for a term of sixty (60) months, commencing on or about the 1st day of January 2026, and expiring on the 31st day of December 2030 (the "Initial Term"), unless extended or terminated as agreed to in writing by the parties.

b) Renewal. The Operator shall report on operations of the golf course and on any needs or concerns the Operator proposes to be addressed by the City no less than once per year. The City may also express any needs or concerns about the golf course operations to the Operator.

i. No less than ninety (90) days prior to the expiration of the original term, and upon agreement in writing between the parties, the Operator and the City may renew this Agreement for up to five (5) years.

ii. Terms of any renewal or amendment of the terms of this Agreement shall be deliberated by the Operator and the City prior to the time of renewal. The parties stipulate that, should this Agreement be renewed at the end of its original term, the Operator's monthly rent obligation may be locked in, at the Operator's election, at One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month for any renewal period up to five (5) years.

ii. Should the parties agree to terms of a renewal of this Agreement, the Boonville City Council shall vote on the approval of the renewal of this Agreement no later than November 30, 2030.

iii. Should either party choose not to renew this Agreement, notice must be given to the other party no less than ninety (90) days prior to the expiration of the original term. If notice is not given by either party, this Agreement shall continue after its expiration with the same terms therein for one (1) year.

3) Rent. The Operator hereby agrees to pay rent to the City as follows:

January 1, 2026 - December 31, 2026:

One Thousand and 00/100 Dollars (\$1,000.00) per month;

January 1, 2027 – December 31, 2027:

One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per month;

January 1, 2028 – December 31, 2028:

One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month;

January 1, 2029 – December 31, 2029:

One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month; and

January 1, 2030 – December 31, 2030:

One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month.

The Operator reserves the right to payable in monthly installments or quarterly installments throughout the term of this Agreement.

4) Relationship of the Parties. It is hereby understood and agreed that the Operator is an independent contractor and not an agent or employee of the City. Therefore, no liability for the acts or omissions of the Operator shall attach to the City by reason of entering this Agreement, except as may be expressly provided herein. Nothing in this Agreement does or shall be construed to create a partnership or joint venture between the City and the Operator. Additionally, the Operator may hire employees to work at the golf course for any purpose, but the Operator shall be solely responsible for the hiring and supervision of such employees and shall bear full responsibility for hiring, firing, disciplining, promoting, training, scheduling and compensating them. No right to any hearing or appeal to the City will be available respecting the Operator's personnel decisions. The Operator shall manage its own payroll, legal deductions and withholding obligations, and shall pay Worker's Compensation premiums for each individual on the Operator's payroll. At the sole discretion of the Operator, a single, non-transferable golf season pass may be given to each employee annually as part of his/her compensation package.

5) Operator's Duties to the City. The Operator is solely responsible for the following duties:

- a) Supervision and professional operation of the City's golf course in a clean, efficient, attractive, welcoming, and inviting manner so that it is generally regarded in the community as a good place to play golf and enjoy leisure time and recreation;
- b) Employment of such course attendants and other staff in sufficient numbers to sell and collect greens and cart fees, make reservations, assist with promotions and management of tournaments, and to otherwise keep operations going continuously during the usual and customary weekday and evening golf hours and throughout weekends and holidays from the beginning to the end of the golfing season;
- c) Furnishing janitorial services, solvents and solutions and supplies (including bathroom products for personal care) for the clubhouse and maintenance buildings;
- d) Providing a sufficient number of motorized golf carts to meet the needs of the public and to keep the carts in a clean, safe, working condition at all times the course is open for business;
- e) The Operator shall post rules in the Clubhouse, which the Operator shall enforce and patrons must follow, which rules shall include but not be limited to the following:
 - (i) Motorized golf cart will not be rented to any person under the age of 16.
 - (ii) No more than two (2) persons shall ride in any cart at once.

(iii) No personal coolers are permitted to be transported in the carts, with the exception of coolers used to carry medically necessary items.

f) Provide all pieces of equipment necessary for the continued maintenance and improvement of the grounds of the golf course.

g) Improving the agronomical condition of the greens, fairways and other vegetation and maintain them in optimal condition throughout the year;

h) Development of a robust and vigorous marketing and promotional strategy to optimize use and enjoyment of the course and generate revenue. Any re-branding, re-naming, re-purposing or remodeling of the space in the clubhouse shall be subject to first review and express authorization by the City and performed at the expense of the Operator unless otherwise agreed to in writing.

6) Obligations for Use of Premises and Consent for Expansion. For the length of the initial term and any renewal periods, the Operator is granted the exclusive privilege and responsibility to occupy the premises solely for the purposes outlined in this Agreement, starting at the execution of this lease agreement. The parties agree that the Operator is charged with continuous operation of the golf course, pro shop and concessions for the duration of this Agreement. However, should the Operator identify any additional or ancillary uses for the premises for the expansion of business operations, which are consistent with and in furtherance of community recreation and entertainment for the benefit of the community, the City would review and consent if deemed appropriate by the City Council.

7) Absence of the Operator. In the event that the Operator, in the person of Josh Black or the company of Black Flock, LLC, shall be absent from the premises for more than five (5) consecutive days, the Operator shall notify the City Administrator and identify a designee as the Person in Charge of the golf course operations during the Operator's absence.

8) Commercial Rights and Reporting. In consideration of fulfilling the care and maintenance obligations for the course and the pro shop/clubhouse building, the Operator shall have exclusive rights and privileges and duties to report, as follows:

a) Exclusive right to operate concessions for food and beverages at the pro shop and elsewhere on the course and retain receipts therefrom.

b) To teach and give golf lessons for the Operator's own compensation.

c) To rent and operate golf carts and other golf equipment.

d) To sell clothing, golf equipment, accessories, balls and other golf-related items at retail.

e) Collect and retain all green fees, locker fees, promotional fees, tournament fees and rent for golf carts and other equipment. Play without payment is prohibited, unless the Operator

exercises limited discretion to discount playing fees as a professional courtesy, based on a legitimate business purpose.

9) Security and Indemnification for Loss. The Operator shall be solely responsible for the safe keeping of all money receipts and will indemnify and hold the City harmless from any loss, theft destruction, vandalism of any property belonging to the City on account of misappropriation, dereliction or breach of security in the day-to-day operations of the course.

10) Care and Repair of the Premises.

- a) The Operator will neither commit any waste of the golf course premises, nor shall it use or permit the use of said premises in violation of current law of the United States or the State of Missouri or in violation of City Ordinance.
- b) If the golf course or any building(s) thereon are damaged by fire, explosion, earthquake, tornado, act of terrorism, civil unrest or other cause of damage, which is not due to the fault or negligence of the Operator or its agents or employees, the City will repair any such damaged portions of the premises to a condition as near as reasonably possible to the condition prior to the destruction, so long as such repair can reasonably be made exclusively by applying insurance proceeds received for the casualty. If insurance proceeds are deemed by the City to be insufficient to repair the affected premises, the City shall provide written notice to the Operator of its assessment within a reasonable time of the City's determination of the same, and in such event the Operator's sole recourse shall be to terminate this Agreement by written notice to the City or to repair the premises at its own or the joint expense with the City and hold the City harmless for additional contribution (besides the agreed split) therefor.

11) Alterations, Improvements and Additions to the Clubhouse. The Operator may make alterations, improvements and additions to the clubhouse building at its sole cost and expense, provided that such permanent alterations, improvements or additions shall be of good workmanship and material. The City must grant written consent for any alterations before work commences and shall not unreasonably withhold its authorization, provided there is some legitimate business reason for the Operator to make the requested changes.

The City further agrees it will construct a new Clubhouse and Cart Shed for the Operator's use on the premises and shall initiate construction prior to the expiration of the initial term of this Agreement. Failure by the City to satisfy this term shall be considered a material breach of this Agreement.

12) Utilities. The Operator shall keep the property, including each of the buildings and curtilage, in good repair and free from accumulations of trash, debris, outdoor storage or other items or conditions constituting a nuisance under City Ordinance. The Operator shall pay all costs for gas, heat, electricity, sewer, trash disposal and any other utilities furnished to the premises, excepting water which payment is specifically provided below.

Water. Operator shall receive water service from City at a discounted rate of Three Dollars per One Thousand Gallons (\$3.00/1,000 Gallons) for water obtained via the lake pump house meter. The rate

of \$3.00/1,000 Gallons for use of this meter will be subject to annual increases at the same rate applied to other water consumers in the city. However, any increases in rates for use of this meter will not exceed ten percent (10%).

Operator shall pay regular water rates for use of all other water meters on the golf course (clubhouse, maintenance shed, bathrooms, etc.) The regular water rate for use of these meters will be subject to annual increases at the same rate applied to other water consumers in the city. However, any increases in rates for use of these meters will not exceed ten percent (10%).

13) Insurance and Indemnification.

- a) General Liability and Business Insurance. At all times in which the Agreement remains in effect, the Operator shall have and maintain general liability insurance on the premises and on the business of the golf course, including pro shop and concessions. Such insurance(s) shall be carried with companies authorized to do business in the State of Missouri and rated A or better by Best's Insurance Rating System or its equivalent. The Operator shall maintain insurance on the leased premises (including clubhouse, maintenance and cart storage buildings), the Operator's implements and heavy equipment, carts and accessories, merchandise, back stock, inventory offered for sale, and materials and tools used for maintenance. The Operator agrees to comply with all reasonable requirements of the City's insurance company and to refrain from any activities which would contravene or violate the reasonable requirements of the City's insurance company, provided such requirements do not interfere with the Operator's normal and customary business activity. Proof of the Operator's policy or policies shall be provided by the Operator to the City and shall name the City of Boonville as an additional insured.
- b) Dram Shop Insurance. Operator shall also procure liquor (dram shop) liability insurance in the base amount of \$500,000 per occurrence.
- c) Indemnification of Operator. Except for loss, cost or damage occasioned by the Operator's gross negligence, the City shall protect, indemnify, save and keep harmless the Operator and the Operator's agents, servants and employees against and from all damage, suits, liability, claims, loss, cost or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:
 - (i) Any accident or other occurrence on the premises arising in connection with the City's use of it; the City's construction in, on or about the premises; or any act or omission by the City through its employees, agents, invitees, subtenants, licensees, customers, suppliers, assignees or contractors;
 - (ii) Any claim made by the City's employees for unemployment benefits or Worker's Compensation arising from any work on the premises;
 - (iii) Any violation by the City's agents, employees, invitees, or subtenants of any terms of this Agreement.

(d) Indemnification of the City. Except for accidents arising from the City's gross negligence, the Operator shall protect, indemnify, save and keep harmless the City and its agents, servants and employees against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:

(i) Any accident or other occurrence on the golf course, use of the maintenance equipment for the course, or use of the maintenance or cart storage garages arising in the conduct of the Operator's business and fulfillment of its obligations under this Agreement;

(ii) Any accident or other occurrence arising out of any construction undertaken by the Operator in, on or about the buildings on the premises or any act or omission of the Operator or its employees, agents, invitees, licensees, customers, suppliers, assignees or contractors;

(iii) Any claim made by the Operator's employees for unemployment benefits or Worker's Compensation;

(iv) Any violation by the Operator or the Operator's agents, employees, or invitees of any terms of this Agreement.

14) Any policy or policies (if more than one is obtained) of insurance held by the Operator shall include and be endorsed to indicate that the City shall receive thirty (30) days advanced written notice, sent by certified mail to 401 Main Street, Boonville, Missouri 65233, of any cancellation of or material change to the policy or policies of insurance. Failure of the Operator to continue the insurance coverage described in this section shall render the Operator in material breach of this Agreement.

15) Waiver of Subrogation. Neither the Operator nor the City shall assert against the other, and the Operator and the City hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expense (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the golf course, to the extent that the same are covered by the insurance required in Section 13. The City and the Operator hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation when any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy. The City and the Operator shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation in this Section at the time any loss is reported and investigated.

16) Security. The City shall have no obligation or responsibility to provide security services, equipment or monitoring for the premises or the buildings at the golf course, but the City may, in its sole discretion, provide security services or retain a security service to provide such services.

17) Successors or Assigns. The covenants and agreements contained within the lease of the premises shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns, except as otherwise expressly hereinabove provided.

18) Assignment. The Operator shall not voluntarily assign or encumber its interest in this Agreement or in the premises herein described. Any assignment, encumbrance, or sublease without the City's consent shall be voidable and may be deemed a default at the option of the City. No consent to any assignment, encumbrance, or sublease shall be construed as any further waiver of the provisions of this Section.

19) No Liens or Encumbrances. Neither the Operator nor anyone acting on the Operator's behalf shall file, place or cause to be filed or placed, any mechanic's lien or any other lien on the premises owned by the City. The Operator shall not allow any person or firm to furnish materials, services, supplies or labor for any improvements, alterations, or repairs on the premises under any claim or right to enforce a lien therefore or to otherwise pledge security in any property belonging to the City in exchange for securing such work or services.

20) Surrender of Premises. On expiration or termination of this Agreement, if either occurs while the course is open for regular play, the Operator shall have ten (10) days to vacate and surrender the golf course premises to the City, free of any trash, debris, personal property or other items kept and stored on the premises by the Operator. If expiration or termination occurs during the off season, Operator shall surrender under the same conditions within twenty (20) days. All keys, padlocks, codes, manuals, maps, locating devices, specialized tools matched to fixtures and other proprietary and security equipment and information shall be turned over to the City on demand, with reasonable rights to access for the removal of property belonging to the Operator. All real estate and improvements leased shall be surrendered in good order and condition, except for ordinary wear and tear. Any personal property left at the golf course more than ten (10) days after expiration or termination of this lease will be deemed abandoned by the Operator and may then be disposed of by the City in any manner that is expedient.

21) Insolvency of Operator. Should the Operator become insolvent or make or file for a declaration of bankruptcy during any period when this Agreement is in effect, the City shall have a right to terminate this Agreement and/or accept payment from any receiver, trustee or other officer of the court having jurisdiction over the insolvency proceedings without impairing, abridging or compromising the rights of the City under this Agreement.

22) Agreement Non-transferrable. The Operator agrees not to transfer, assign or subcontract any of the duties or obligations set forth in this Agreement.

23) Goodwill. Any goodwill that is engendered by or arises out of the activities governed and contemplated by the parties to this Agreement shall inure solely to the benefit of the City, and the Operator hereby waives, releases and promises to forego any rights or claims to the benefits of same.

24) Licensing. The Operator shall secure any licenses and permits required by the City of Boonville, Cooper County and the State of Missouri to operate and maintain the food and beverage concession, pro shop and liquor sales on the premises

25) Taxes. The Operator shall maintain a Missouri sales tax identification number and collect and remit sales tax as required by Missouri law. The Operator shall declare all taxable tangible personal property to the Cooper County Assessor, except that which is titled in the name of the City and shall pay any taxes assessed and levied thereon.

26) Non-waiver and Severability. None of the terms, conditions, covenants or agreements contained in this document shall be deemed modified, waived, or abandoned by the City unless done expressly, in writing, and delivered to the Operator in a manner provided for in the Notice section below. Should any part of this Agreement be determined to be unenforceable, invalid or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

27) Non-discrimination. It is expressly understood and agreed that the Operator shall not discriminate against any applicant for employment or any other person or group while carrying out the business and work described herein on the basis of said person or group's race, color, creed, religion, disability, gender, or national origin.

28) Notices. Any notice under this Agreement will be in writing and will be sent by prepaid mail or hand-delivered to the Operator at the address listed in this Section. The parties shall notify each other at once of any change of address for purposes of this provision. A notice will be deemed given on the date of first attempted delivery (if sent by certified mail) or upon hand-delivery or posting in a prominent place at or near the door of the clubhouse on the leased premises.

Notice to the City:

Attention: City Administrator
401 Main Street
Boonville, MO 65233

Notice to the Operator:

Attention: Josh Black and Black Flock, LLC
17511 MO Hwy 87
Boonville, MO 65233

29) Grounds for Termination. If the Operator defaults in the performance of any promise, term, condition or covenant required of the Operator and fails to cure or commence to cure such default within thirty (30) calendar days following notice from the City Administrator, and to thereafter proceed diligently with such cure, this Agreement may be terminated by the City. Such failure shall include but may not be limited to failure to maintain, market, and promote the golf course in a competent and professional manner. No notice of default condition shall be required, and immediate termination of the Agreement may be made upon the occurrence of any of the following events:

- a) Failure to maintain all required forms of insurance in full force and effect;
- b) Failure to obtain a business license and keep it current;

c) Significant health or safety violations reported to the City by any regulatory agency;

d) Conviction or plea of guilty or nolo contendere of the Operator or any current employee thereof to any crime involving moral turpitude.

30) Governing Law. This *Commercial Lease and Operating Agreement* shall be governed by the laws of the State of Missouri and any claims arising from it shall be adjudicated in the Circuit Court of Cooper County, if necessary. The parties expressly agree to state court jurisdiction over any controversies arising from it.

31) Fees and Costs. In the event either party resorts to litigation to enforce the terms of this Agreement, the party at fault shall pay the cost and expenses incident thereto, including reasonable attorneys' fees. Should settlement of any lawsuit occur without the admission of fault by either party, each shall pay its own fees and expenses.

32) Remedies Cumulative. Neither the right of termination of this Agreement nor the right to sue for damages shall be exclusive of any other remedy given under this Agreement or which now or hereafter may exist at law or in equity.

33) Entire Agreement. This *Commercial Lease and Operating Agreement* contains the entire agreement between the City and the Operator regarding use and operation of the premises. This Agreement may be modified only by a written amendment, expressed in writing, and signed by the City and the Operator. No surrender of the premises, or of the remainder of the term, will be valid unless accepted by the City in writing. This Agreement was thoroughly negotiated by the City and the Operator, each having consulted with legal counsel and no inference will be drawn based on which party drafted the original version of it.

34) Brokers. Each party represents that it has not dealt with any brokers in connection with the negotiation or execution of this Agreement. Each party agrees to indemnify and hold the other harmless against any loss, costs, damage or liability arising out of claims for brokerage fees or commissions resulting from the conduct of the indemnifying party, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BOONVILLE

BLACK FLOCK, LLC

By: _____

By: _____

Kate Fjell, City Administrator

Josh Black, President

JOSH BLACK, INDIVIDUALLY

By: _____

Josh Black

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

(Legal description to be provided prior to execution)

RESOLUTION NO. R2025-17

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN ENVIRONMENTAL WORKS AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO PHASE 1 SITE ASSESSMENT AT FT KEMPER PARK IN COMPLIANCE WITH CDBG REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received proposals for this project and determined that **Environmental Works**, represents the best proposal pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances; and

WHEREAS, the Phase 1 Site Assessment is a requirement for CDBG funding which was awarded to the City of Boonville for Academic Hall Renovations at FT Kemper Park.

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

SECTION 1: That a certain Agreement between Environmental Works, and the City of Boonville, Missouri relating to the **Phase 1 Site Assessment** a copy of which is marked “**Exhibit A**” is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the City Administrator and the City Clerk are hereby authorized to execute, and attest said agreement on behalf of the City of Boonville.

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

Passed this 15th Day of December 2025, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

RESOLUTION NO. R2025-18

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG) PROGRAM; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, The City of Boonville applied for CDBG funds to support the construction of a roundabout on Main Street (Rt B) and Americana; and

WHEREAS, The City Council approved Resolution R2025-11 approving and authorizing the application for funding and committing matching funds for the project; and

WHEREAS, the City of Boonville has been notified that their application was successful on December 8, 2025.

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

SECTION 1: That a certain Agreement between the **Missouri Department of Economic Development (DED)** and the City of Boonville, Missouri relating to the **Community Development Block Grant Agreement** a copy of which is marked **“Exhibit A”** is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute, and attest said agreement on behalf of the City of Boonville.

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

Passed this 15th day of December, 2025 by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



Missouri Department of
Economic Development

**Community Development Block Grant Program
Annual-Competitive
GRANT AGREEMENT**

This grant agreement ("Agreement") is between the Missouri Department of Economic Development ("DED"), an executive branch agency of the State of Missouri, and Subrecipient, a unit of general local government of the State of Missouri (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT* City of Boonville	PROJECT NUMBER 2025-GI-01-ST
COUNTY Boone	PROJECT TITLE Roundabout Construction at Hwy B Project
EIN 44-6000141	SAM.GOV UNIQUE ENTITY IDENTIFIER KD22S6NBQZ44
FEDERAL AWARD ID NUMBER(S) (FAIN): B-25-DC-29-0001	CFDA NUMBER AND NAME 14.228 Community Development Block Grant/ State's Program
COST SHARING RATIO* 00.0%	SUBRECIPIENT'S FISCAL YEAR END 03
MAXIMUM CDBG GRANT AMOUNT* 500,000.00	NON-FEDERAL SHARE AMOUNT* (local match) 0.00
GRANT AWARD DATE* December 1, 2025	Buy American Build American (BABA)

NATIONAL OBJECTIVE*		
<input checked="" type="checkbox"/> LMI Area by Pre-Award Survey (LMA-S) <input type="checkbox"/> LMI Area by Census (LMA-C) <input type="checkbox"/> LMI Limited Clientele (LMC) <input type="checkbox"/> LMI Limited Clientele by Post-Award Survey LMC-S) <input type="checkbox"/> Elimination of Slum and Blight by Spot Basis (SBS) <input type="checkbox"/> Elimination of Slum and Blight by Area Basis (SBA) <input type="checkbox"/> Urgent Need		LMI Persons: 61% LMI Families: 65%
PROJECT BENEFICIARIES Number of Persons to be served: 7964 Number of families to be served: 3224	SENATE DISTRICT 21	HOUSE DISTRICT 48
PROJECT'S PROGRAM CATEGORY: <input checked="" type="checkbox"/> General infrastructure <input type="checkbox"/> Community facilities <input type="checkbox"/> Demolition <input type="checkbox"/> Workforce Training Initiative Planning	FEDERAL PREVAILING WAGE: <input checked="" type="checkbox"/> Davis-Bacon APPLIES to Project <input type="checkbox"/> Davis-Bacon DOES NOT APPLY to Project	

[The remainder of this page is intentionally blank.]

Cost Summary / Approved Budget

ELIGIBLE ACTIVITY	ACT. NO.	NEPA REQUIRED?	FUNDING YEAR	TOTAL	CDBG FUNDS	MATCHING FUNDS			
						SUB-RECIPIENT		OTHER	
						CASH	IN-KIND	PRIVATE	STATE/FEDERAL
DB Streets	13	Yes	2025	2,118,430	500,000	559,215			1,059,215
Property Acquisition	1	No		11,200		5,600			5,600
Administration	35	No		26,000		25,000	1,000		
Engineering/Design	36	No		233,243		116,622			116,621
				0					
				0					
				0					
				0					
TOTAL				2,388,873	500,000	706,437	1,000	-	1,181,436

<p>NOTICE TO SUBRECIPIENT*</p> <p>City of Boonville, Missouri Attn: Ned Beach Mayor 401 Main Street Booneville, MO 65233 Phone: Email: kate.fjell@boonville-mo-org</p>	<p>NOTICE TO DED*</p> <p>Department of Economic Development CDBG Program Attn: Joseph Sanning, Program Manager Mail: P.O. Box 118 Jefferson City, MO 65102 -0118 Physical: 301 W. High Street, Suite 770 Jefferson City, MO 65101 Phone: 573/751-3600 Email: mocdbg@ded.mo.gov</p>
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1. RECITALS

- 1.1. The U.S. Department of Housing and Urban Development ("HUD") issues grants to the states and units of local government for community development activities as authorized in Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*, "HCDA"), and implementing regulations at 24 CFR part 570.
- 1.2. HUD issues amounts to states for non-entitlement areas (defined in in 42 USC § 5302(a)(7)), as authorized by 42 U.S.C. § 5306(d) (the "CDBG Program").
- 1.3. DED administers the CDBG Program for the State of Missouri.
- 1.4. DED has adopted, and HUD has approved, five-year consolidated plans setting forth how DED will implement the CDBG Program for a five-year period.
- 1.5. DED also adopted, and HUD approved, annual action plans that amend the consolidated action plan, therefore also setting forth DED's implementation of the CDBG Program.
- 1.6. DED entered into a grant agreement with HUD for each year of Federal funding under the CDBG Program.
- 1.7. DED published guidelines for the FY competitive cycle ("FY Cycle") of the CDBG Program and solicited applications for grants under the FY Cycle of the CDBG Program.
- 1.8. Subrecipient submitted an application for an award under the FY Cycle of the CDBG Program.
- 1.9. DED issued an approval letter to Subrecipient awarding Federal funds for its application under the FY Cycle of the CDBG Program.
- 1.10. The Parties wish to set forth their mutual expectations and obligations with respect to DED's CDBG Program award to Subrecipient, and agree as follows:

2. DEFINITIONS

2.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, sections 1 and 2 of this Agreement, and as follows:

- (a) "Allowable Costs" has the meaning set forth in section 7 of this Agreement.
- (b) "CDBG Funds" has the meaning in 24 CFR § 570.481(a)(2), and is the Federal funding Subrecipient does or may receive from DED under this Agreement (and includes Program Income).
- (c) "Cost Sharing Ratio" means as follows, expressed as a percentage:

$$\text{Cost Sharing Ratio} = \frac{\text{Non-Federal Share Amount}}{\text{Total Approved Budget}}$$

For the Project covered by this Agreement, the Cost Sharing Ratio is the percentage set forth in section 1 of this Agreement.

- (d) "CDBG Administration Manual" means DED's CDBG Administration Manual/Policy Document, as may be amended from time to time, available on DED's CDBG website at: [Community Development Block Grant Information | Department of Economic Development \(mo.gov\)](https://www.hud.gov/economicdevelopment/cdbg).
- (e) "Effective Date" of this Agreement shall be the Grant Award Date in section 1 of this Agreement.
- (f) "Eligible Activities" are those authorized in 42 U.S.C. § 5305(a) (of the HCDA), 24 CFR 570.482, and for the Project, are the eligible activities listed under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.
- (g) "Federal Grant Agreement(s)" means one or more agreements entered into between HUD and DED for CDBG Program funding that may apply to this award (if checked in section 1 of this Agreement), which are attached to this Agreement as follows:

Federal Grant Number	Exhibit No.
B-18-DC-29-0001	Exhibit 1
B-19-DC-29-0001	Exhibit 2
B-20-DC-29-0001	Exhibit 3
B-21-DC-29-0001	Exhibit 4
B-22-DC-29-0001	Exhibit 5
B-23-DC-29-0001	Exhibit 6
B-24-DC-29-0001	Exhibit 7
B-25-DC-29-0001	Exhibit 8

- (h) "Federal Grant Number", as set forth in the definition of Federal Grant Agreement, means HUD's identifying number for each grant, and for purposes of the remainder of this Agreement, means the Federal Grant Number(s) listed in Section 1 of this Agreement that are marked.
- (i) "Federal Grant Year" (in the Eligible Activities, Costs, and Funding Strategy in section 1 of this Agreement) corresponds to the Federal Grant Number, and the "Eligible Activity Expenditure Deadline" for the Federal Grant Year are as follows:

Federal Grant Year	Federal Grant Number	Eligible Activity Expenditure Deadline
2018	B-18-DC-29-0001	06/01/2025
2019	B-19-DC-29-0001	06/01/2026
2020	B-20-DC-29-0001	06/01/2027
2021	B-21-DC-29-0001	06/01/2028
2022	B-22-DC-29-0001	06/01/2029
2023	B-23-DC-29-0001	06/01/2030
2024	B-24-DC-29-0001	06/01/2031
2025	B-25-DC-29-0001	06/01/2032

- (j) "Maximum CDBG Grant Amount" means the amount stated in section 1 of this Agreement.
- (k) "National Objective" has the meaning set forth in 42 U.S.C. § 5304(b)(3) and 24 CFR § 570.483; the Project's National Objective is as set forth in section 1 of this Agreement, excluding planning (if planning is eligible).
- (l) "Non-Federal Share Amount" means the Subrecipient's voluntary cost sharing commitment (see 2 CFR § 200.1) for the Project, equal to the amount in section 1 of this Agreement.
- (m) "Period of Performance" commences on the Grant Award Date in Section 1 (j) of this Agreement and ends on the earlier of: (1) Three (3) years from Grant Award Date; or (2) the latest Eligible Activity Expenditure Deadlines applicable to the Project.
- (n) "Project" means the project detailed in Subrecipient's Application for which DED issued an approval letter.
- (o) "Project Budget" means the information in Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

- (p) "Project Costs" has the meaning set forth in 2 CFR § 200.1, and is the total Allowable Costs actually incurred for the Project.
- (q) "Program Income" has the meaning set forth in 24 CFR 570.500(a) and .489(e), except that it excludes the total amount of funds that is less than \$35,000 received in a single program year by the Subrecipient.
- (r) "Request for Funds" means the form, including accompanying and supporting documentation, completed by Subrecipient, and submitted to DED, to request a payment of CDBG Funds.
- (s) "RSMo" means the Revised Statutes of Missouri.
- (t) "State" means the State of Missouri.
- (u) "Subaward" has the meaning in 2 CFR § 200.1, and is as described in the contract documents set forth in § 4 of this Agreement. This Subaward is of Federal financial assistance (as defined in 2 CFR § 200.1) received by DED under the Federal Grant Agreement.
- (v) "Subrecipient's Application" means the application and supporting documentation for the Project received by DED from Subrecipient under the FY Cycle of the CDBG Program.
- (w) "Total Approved Budget" means the sum of the Maximum CDBG Grant Amount and the Non-Federal Share Amount set forth in section 1 of this Agreement.
- (x) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 7 of this Agreement.
- (y) "Uniform Guidance" means [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by HUD pursuant to 2 CFR § 2400.101.

3. SUBRECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

- 3.1. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Agreement must comply with all applicable requirements in:
 - (a) The Federal Grant Agreement(s) (Exhibits 1-7);
 - (b) DED's CDBG Program FY Competitive Application Guidelines, which are incorporated by reference as if attached to or fully set forth in this Agreement;
 - (c) The State's [2022-2027 Consolidated Plan](#), available on DED's CDBG website <https://ded.mo.gov/programs/cdbg/grant-information#mini-panel-cdbg-grant-information1>, incorporated by reference as if attached to or fully set forth in this Agreement;
 - (d) The State's FY Action Plan, as amended from time to time, available on DED's CDBG website <https://ded.mo.gov/programs/cdbg/grant-information#mini-panel->

[cdbg-grant-information1](#), incorporated by reference as if attached to or fully set forth in this Agreement;

- (e) The CDBG Administration Manual, incorporated by reference as if attached or fully set forth in this Agreement. Subrecipient must carry out the Project in compliance with the entirety of the CDBG Administration Manual, not just the provisions specifically cited or referenced elsewhere in this Agreement; and
 - (f) Subrecipient's Application is incorporated by reference as if attached to or fully set forth in this Agreement.
- 3.2. Subrecipient hereby accepts responsibility for complying with this Agreement by any and all further subrecipient entities to which Subrecipient makes available any portion of the CDBG Funds and for any contractors with which Subrecipient contracts and will pay using CDBG Funds.
- 3.3. Attribution/Recognition
- (a) The Subrecipient agrees to include appropriate attribution / recognition to DED and the CDBG Program in all brochures, press releases, and publications promoting and/or describing activities supported with contributions leveraged by CDBG. (Example: "This project has been funded in whole or in part by a grant from the Missouri Department of Economic Development's Community Development Block Grant Program. ")
 - (b) The subrecipient agrees where signage is used on Project construction sites to include appropriate attribution / recognition to DED and the CDBG Program in the form of the official CDC/CDBG Logo with the following text: "This project has been funded in whole or in part by a grant from the Missouri Department of Economic Development's Community Development Block Grant Program. "
- 3.4. 4.4 Photo Documentation
- (a) The subrecipient agrees to provide pictures in digital format of the awarded project area prior to the onset of construction. The pictures should be of sufficient quality and quantity to appropriately documents the condition of the property before the start of the project. RFF's will not be processed until the sufficient and appropriate photos are received by CBDG.
 - (b) The subrecipient agrees to provide pictures in digital format of the completed project including the area in the original "before" photo's. The pictures should be of sufficient quality and quantity to appropriately documents the condition of the property before the start of the project. Final RFF's for the project will not be processed until the sufficient and appropriate photos to document the completion are received by CBDG.

4. EFFECTIVE DATES OF AGREEMENT

- 4.1. This Agreement shall be effective beginning on the Grant Award Date and shall terminate automatically 60 days after the end of the Project closeout by DED, conducted pursuant to section 9.8 of this Agreement.
- 4.2. Upon termination or cancellation as set forth in this section 5 or in section 14, sections 1, 2 (recitals), 3 (definitions), 11 (recordkeeping and access to records), and 14 (default and remedies) of this Agreement shall survive and continue in force.

5. ELIGIBLE ACTIVITIES

- 5.1. Subrecipient must perform the Project in its entirety.
- 5.2. Subrecipient's Project, excluding grant administration expenses, must meet the National Objective.
- 5.3. Subrecipient may only use CDBG Funds for the Project's Eligible Activities for which CDBG Funds are allocated in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement, and for no other purpose.
- 5.4. Pursuant to 24 CFR § 570.207(a)(3), Subrecipient shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities.

6. ALLOWABLE COSTS

- 6.1. Subrecipient may only be reimbursed by DED with CDBG Funds for Allowable Costs as set forth in this section 7.
- 6.2. Allowable Costs will be determined based on the following:
 - (a) Subpart E of the Uniform Guidance, Cost Principles, (as made applicable by 24 CFR § 570.489(p)), including but not limited to:
 - i. The cost is necessary for Subrecipient to perform the Project;
 - ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and
 - iii. The cost must have been incurred directly or indirectly to perform the Project;
 - (b) Subparts I and J of 24 CFR part 570, which, in the event of conflict with any provision of Subpart E of the Uniform Guidance, will control;
 - (c) An allowable cost is one incurred by Subrecipient within the Period of Performance for this Agreement, except:

- i. Administrative costs incurred by Subrecipient after the Period of Performance relating to close-out of the Project may be eligible for reimbursement.
- (d) The cost must be included in the Project Budget;
- (e) The cost must correspond to an Eligible Activity under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.
- (f) The cost for an Eligible Activity must be submitted to DED no later than the Eligible Activity Expenditure Deadline that corresponds to the Federal Grant Year for the Eligible Activity in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.
- (g) The cost is not an Unallowable Cost. Unallowable costs include, but are not limited to, the following:
 - i. Costs incurred by Subrecipient before or after the Period of Performance, except as otherwise provided in section 7.2(c) of this Agreement;
 - i. Costs set forth in 24 CFR § 570.489(p)(1) to (4);
 - ii. Costs of prohibited lobbying activities, as set forth in 2 CFR § 200.450 (see certification in section 7.6 of this Agreement);
 - iii. Other costs disallowed by subpart E of the Uniform Guidance.
- 6.3. **Cost Allocation.** If any part of the costs to be reimbursed under this Agreement are joint costs involving allocation to more than one project or activity, such costs shall be allocated and reported in accordance with the provisions of this Agreement.
- 6.4. **Administrative Costs.** A Subrecipient's administrative costs are limited to four percent (4%) of the actual grant costs, not to exceed 4% of the Maximum CDBG Grant Amount or 4% of actual CDBG Funds paid to Subrecipient under this Agreement, whichever is lower. To be claimed for reimbursement, administrative costs must be included in the Project's Budget in the Subrecipient's Application.
- 6.5. **Indirect Costs.** If Subrecipient will request reimbursement for indirect costs other than the *de minimis* indirect cost rate (2 CFR § 200.414(f)), Subrecipient must submit to DED a copy of its negotiated indirect cost rate agreement (NICRA).
 - (a) Subrecipient will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the Funding Approval Form.
 - (b) Once the Subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change it.
 - (c) Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency.

- (d) If the indirect cost rate is provisional, once the rate becomes final, Subrecipient must remit any overpayment of funds to DED, and subject to the availability of funds, DED must remit any underpayment to Subrecipient.
- 6.6. **Lobbying Activities.** Subrecipient must not use CDBG Funds for prohibited lobbying activities, as set forth in 2 CFR § 200.450. Pursuant to the Byrd Anti-lobbying Amendment, 31 U.S.C. § 1352, the "New Restrictions on Lobbying" at 24 CFR part 87, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and related federal notices:

Subrecipient certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Partner Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. LOCAL MATCH (VOLUNTARY COST SHARING)

- 7.1. Subrecipient must meet its voluntary cost sharing commitment for the Project, as set forth in this Agreement.

- (a) Subrecipient's voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Approved Budget). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:
 - i. If actual Allowable Costs for the Project are less than the Total Approved Budget amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.
 - ii. If actual Allowable Costs for the Project exceed the Total Approved Budget amount, the CDBG Funds with which DED may reimburse Subrecipient cannot exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.
- (b) Subrecipient's voluntary cost sharing must comply with 2 CFR § 200.306.
- (c) Voluntary cost sharing can only be met with Allowable Costs for the Project's Eligible Activities.
- (d) Voluntary cost sharing, whether in cash or in-kind contributions, must be paid out at the same general rate as the CDBG Funds.
- (e) Subrecipient must create and maintain sufficient records demonstrating its voluntary cost sharing to facilitate questions and audits.
- 7.2. Subrecipient must submit records to DED showing how it has met its voluntary cost sharing commitment in order to receive reimbursement under section 9 of this Agreement.
- 7.3. Subrecipient's failure to meet its voluntary cost sharing commitment may result in DED assigning specific award conditions or taking other action as authorized in section 14.2 of this Agreement.

8. INVOICES, PAYMENTS, AND CLOSEOUT

- 8.1. DED will reimburse Subrecipient for Allowable Costs based on the amounts for Project's Eligible Activities as set forth in the Project Budget, not to exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.
- 8.2. DED will not reimburse Subrecipient until Subrecipient has submitted a Request for Funds with all supporting documentation, including invoices, as required by this Agreement and the CDBG Administration Manual, Chapter 4.
- 8.3. A payment by DED shall not prejudice DED's right to object to or question any reimbursement, invoice, or related matter. A payment by DED shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- 8.4. Reimbursement to Subrecipient for travel, meals, or lodging shall be subject to amounts and limitations specified in the State of Missouri Travel Regulations, 1 C.S.R. § 10-11.010, and shall be contingent upon and limited by the Project Budget amount for such costs.
- 8.5. Prerequisites to Invoicing and/or Reimbursements
- (a) **Environmental Review.** Pursuant to 24 CFR § 570.200(a)(4), and as set forth in section 13.4 of this Agreement, Subrecipient may be required to perform an environmental review for the Project.
- (b) If applicable, Subrecipient must complete the environmental review as set forth in Chapter 8 of the CDBG Administration Manual (Environmental Review), and required under the National Environmental Policy Act, and submit a "Request for Release of Funds and Certification Form" to DED for forwarding to HUD for approval, after which DED would issue a Release of Funds letter (see CDBG Administration Manual, Ch. 8).
- 8.6. **Invoice Requirements and Grant Disbursement Reconciliation Report.** The Subrecipient must submit to DED, no more than once monthly, a Request for Funds with all necessary supporting documentation, by submitting them to: CDBG Program, P.O. BOX 118, Jefferson City, MO 65102-0118.
- (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
- i. Invoice/reference number (assigned by Subrecipient);
 - ii. Invoice date;
 - iii. Invoice period (to which the reimbursement request is applicable);
 - iv. Project Number (from section 1);
 - v. Receipt/Grantor: State of Missouri Department of Economic Development;
 - vi. Subrecipient name;
 - vii. Subrecipient remittance address;
 - viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and
 - ix. Itemization of reimbursement requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by State Comprehensive Travel Regulations, are attached to the invoice);

- b. The amount reimbursed by project budget line-item to date;
 - c. The total amount reimbursed under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period.
 - x. Documents as required in section 8 of this Agreement to enable DED to ensure it is reimbursing Subrecipient with CDBG Funds at the same general rate as Subrecipient's Local Effort is met.
- (b) Subrecipient understands and agrees:
- i. An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required to carry out the Project and shall be subject to the Project Budget and any other provision of this Agreement relating to allowable reimbursements;
 - ii. An invoice under this Agreement shall not include any reimbursement request for future expenditures; and
 - iii. An invoice under this Agreement shall initiate the timeframe for reimbursement only when DED is in receipt of the invoice, and the invoice meets the minimum requirements of this Agreement.
- (c) DED shall not be responsible for the payment of any invoice submitted to DED after the grant disbursement reconciliation report. Any Subrecipient costs submitted for reimbursement after the grant disbursement reconciliation report will not be paid.
- (d) Subrecipient must submit its final invoice and a grant distribution reconciliation report no later than 60 days after the end of the Period of Performance in a form and substance reasonably acceptable to DED.
- (e) If total disbursements to Subrecipient under this Agreement exceed the Maximum CDBG Grant Amount in section 1 of this Agreement, or the maximums for professional service fees established in the CDBG Administration Manual, Subrecipient must refund the excess amount to DED. Subrecipient must submit the refund with the final grant disbursement reconciliation report.
- (f) Subrecipient's failure to provide a final grant disbursement reconciliation report to DED as required by this Agreement may result in the Subrecipient being deemed ineligible for reimbursement under this Agreement, and the Subrecipient may be required to refund any and all payments made under this Agreement.

8.7. **Program Income.**

- (a) Reporting and treatment of Program Income are subject to the requirements in 24 CFR 570.489(e), & .504, and chapter 4 of the CDBG Administration Manual.
- (b) If equipment is purchased with CDBG Funds, and the equipment is sold, the proceeds shall be Program Income. See 24 CFR 570.502(a)(6).

8.8. **Closeout.**

- (a) Subrecipient must close out its accounting records with respect to the Project at the end of the Period of Performance in such a way that reimbursable expenditures and revenue collections are not carried forward.
- (b) Subrecipient must submit to DED all Project closeout documents no later than 60 days after the end of the Period of Performance.
- (c) DED's closeout of the subaward covered by this Agreement shall take place pursuant to 2 CFR 200.344. (Per 24 CFR 570.502(a)(8)).

- 8.9. **Disallowed Costs.** Any amounts payable to the Subrecipient shall be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute an Unallowable Cost.
- 8.10. **DED's Right to Set Off.** DED reserves the right to set off or deduct from amounts that are or shall become due and payable to the Subrecipient under this Agreement.
- 8.11. Subrecipient must adhere to the deadlines for the Project. If the Subrecipient is unable to meet a deadline, the Subrecipient must request an extension of such deadline from DED in writing no later than five (5) business days prior to the deadline.

9. DISPOSITION OF REAL PROPERTY

- 9.1. Subrecipient must comply with the applicable requirements of 24 CFR 570.489(j):
- (a) Real property, acquired or improved in whole or in part with CDBG Funds, must continue to meet the Project's National Objective for a period not less than five (5) years from the date of Project closeout by DED. If the Project's National Objective is not met for this time period, Subrecipient must repay to DED the amount of CDBG Funds received by Subrecipient under this Agreement.
 - (b) Subrecipient must repay to DED, upon sale of the real property funded by CDBG Funds to a non-eligible entity, the proceeds of the sale. When income is generated by an activity that is only partially assisted with CDBG Funds, the income must be prorated to reflect the percentage of CDBG Funds used.

10. RECORDKEEPING AND ACCESS TO RECORDS

- 10.1. Subrecipient must establish and maintain records sufficient to enable DED to determine whether Subrecipient has complied with this Agreement and applicable federal statutes and regulations, and to assist DED in meeting its recordkeeping and reporting requirements. Such records may include, but are not limited to:
- (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets the Project's National Objective(s);
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG Funds;

- (e) Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG regulations;
- (f) Financial records as required by 24 CFR § 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and
- (g) Other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Subrecipient's federal award.

10.2. Subrecipient must give DED, HUD, the Missouri State Auditor, and their authorized representatives access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG Funds and necessary to facilitate such reviews and audits.

10.3. Subrecipient must retain all of its records relating to this Agreement, including supporting documentation, for three (3) years from HUD's closeout with DED of all Federal grant Agreement(s), unless audit questions have arisen or any legal action is contemplated or filed within the applicable time period and have not been resolved. All records shall be retained until all audit questions and legal actions have been resolved. Subrecipient shall safeguard and keep such records for such additional time as directed by DED.

- (a) DED will notify affected Subrecipients when the Federal Grant Agreement(s) are closed out by HUD.

10.4. Notwithstanding section 11.3 of this Agreement to the contrary, Subrecipient shall retain records for individual activities subject to the change in use provisions of 24 CFR 570.489(j) for as long as 24 CFR 570.489(j) continues to apply to the activity.

10.5. Subrecipient must also comply with Chapters 1 and 4 of the CDBG Administration Manual regarding records, except that the duration for retention is as in section 11.3 of this Agreement.

10.6. Subrecipient must require its subrecipients to comply with the recordkeeping and access to records requirements of this section 11.

10.7. Subrecipient shall also require its subrecipients to transmit to Subrecipient, prior to closeout of the Project, records sufficient for the Subrecipient to demonstrate that all costs under this Agreement and any subaward agreement meet the requirements of the federal award.

11. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT HOUSING

11.1. Pursuant to 24 CFR 570.488, Subrecipient must comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*), and implementing regulations at 24 CFR 570.606 and 24 CFR part 42.

11.2. Subrecipient must also comply with Chapter 14 of the CDBG Administration Manual.

12. OTHER STATUTES, REGULATIONS, AND EXECUTIVE ORDERS APPLICABLE TO PROJECTS RECEIVING CDBG FUNDS

- 12.1. Subrecipient must comply with all applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.
- (a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.
- 12.2. If the Project is a housing rehabilitation or construction project, or other public construction project to receive in excess of \$200,000 in CDBG Funds, Subrecipient must comply with all applicable requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. § 1701u), and implementing regulations at 24 CFR part 75 ("Section 3").
- (a) Subrecipient must include language in all subaward agreements, contracts, and subcontracts a provision requiring compliance with Section 3, which states, at a minimum:
- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), and the implementing regulations in 24 CFR part 75 ("Section 3").
 - ii. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
 - iii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - iv. Contractors agree to include Section 3 compliance provisions as set forth in sections i through iv herein in every subcontract subject to compliance with regulations in 24 CFR part 75.
- 12.3. Subrecipient must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance) except to the extent modified, waived, or if alternative

requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

- (a) Subrecipient must perform this Agreement in compliance with the entirety of the Uniform Guidance as applicable, not just the provisions specifically discussed in this Agreement.
- (a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of 2 CFR part 200, except to the extent modified, waived, or if alternative requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

12.4. Subrecipient must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*), and implementing regulations in 24 CFR part 58 ("NEPA").

- (a) Subrecipient consents to assume and hereby assumes all of the responsibilities for environmental review, decision making, and actions that would apply to HUD or DED in order to ensure timely compliance with NEPA.
- (b) In connection with Subrecipient's performance of environmental assessments under NEPA, Subrecipient must comply with:
 - i. The National Historic Preservation Act of 1966 (16 U.S.C. § 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), and implementing regulations at 36 CFR part 800 ("Section 106").
 - a. In carrying out Section 106 responsibilities, Subrecipient must consult with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the proposed activity and comply with all requirements established by the State of Missouri and to otherwise avoid or mitigate adverse effects upon such properties.
 - ii. Executive Order 11593, Protection and Enhancement of the Cultural Environment, and the implementing regulations of the Council on Environmental Quality (40 CFR parts 1500-1508);
 - iii. The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469 *et seq.*);
 - iv. Executive Order 11988, and HUD implementing regulations at 24 CFR part 55, regarding floodplain management;
 - v. Executive Order 11990, and HUD implementing regulations at 24 CFR part 55, regarding protection of wetlands;

- vi. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f) *et seq.*, and 21 U.S.C. § 349), and implementing regulations at 40 CFR part 149;
 - vii. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*), and implementing regulations at 50 CFR part 402;
 - viii. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
 - ix. Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*), and implementing regulations at 40 CFR parts 6, 51, and 93;
 - x. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387), and implementing regulations;
 - xi. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and implementing regulations at 7 CFR part 658;
 - xii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 F.R. 7629).
 - xiii. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*); and
 - xiv. Section 582 of the National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a).
- 12.5. Subrecipient must comply with the policies and procedures set forth in Missouri Executive Order 96-03 for the protection of Missouri's wetlands.
- 12.6. Subrecipient must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as may be amended from time to time, with respect to federally-funded construction or rehabilitation of residential structures.
- 12.7. Subrecipient must comply with all applicable labor standards requirements of the following laws, as may be amended from time to time:
- (a) For construction contracts in excess of \$2,000, except for rehabilitation of residential property containing less than eight (8) units:
 - i. Pursuant to 42 U.S.C. § 5310(a), the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require contractors to pay prevailing wage rates;
 - ii. The Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (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"), which prohibit contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled;

- (b) For construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers (including guards and watchmen):
 - i. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require that mechanics and laborers employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
- (c) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act.

12.8. Subrecipient must comply with all applicable federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity, including, but not limited to:

- (d) Title II of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000a *et seq.*), which prohibits discrimination or segregation in any place of public accommodation on the ground of race, color, religion, or national origin;
- (e) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d–2000d-4), and implementing regulations at 24 CFR part 1, which provide that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-3619, known as the Fair Housing Act), and implementing regulations at 24 CFR part 100, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions;
- (g) Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5309), and implementing regulations at 24 CFR part 6, which provide that no person shall, on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity receiving federal financial assistance;

- (h) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and implementing regulations at 24 CFR part 8, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance;
- (i) The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- (j) Executive Order 11063, as amended by Executive Order 12259, and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex or national origin, be subjected to discrimination in the sale, leasing, rental, or other disposition of properties and facilities receiving federal financial assistance;
- (k) 24 CFR § 5.105(a)(2) which provides that a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- (l) 24 CFR § 5.106, which ensures equal access for individuals in accordance with their gender identity in programs and shelter funded under programs administered by HUD's Office of Community Planning and Development, which includes the CDBG Program;
- (m) Executive Order 11246, as amended, and the implementing regulations in 41 CFR chapter 60, regarding equal opportunity and affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, including but not limited to the following:
 - i. 41 CFR § 60-1.4(b), which prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation;
 - ii. 41 CFR § 60-4.3, which requires the equal opportunity clause published at 41 CFR 60-1.4(b) to be included in all construction contracts and subcontracts in excess of \$10,000 funded by CDBG Funds;
 - iii. 41 CFR § 60-4.2 requiring that the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" set forth in 41 CFR § 60-4.2(d) is included in all solicitations for offers and bids on all construction contracts and subcontracts in excess of \$10,000 to be paid for with CDBG Funds;

- a. Pursuant to 43 F.R. 14899, 14900, Appendix A (1978), and 45 F.R. 85750, 85751 (1980), the State of Missouri goal for all counties for female participation in each trade is 6.9%;
 - b. Pursuant to 45 F.R. 65979, 65984, Appendix B-80 (1980), the State of Missouri's goals for minority participation in each trade depends on the county in which the Project will take place. Subrecipient should contact DED for the applicable goal percentage or consult the Federal Register Appendix;
 - (n) The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), and implementing regulations at 24 CFR part 41, which requires certain federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people;
 - (o) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the laws, regulations and executive orders set forth in subsections (a) through (n) of this section 13.8.
- 12.9. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707), and HUD's implementing regulations at 2 CFR 2429, which adopt the Office of Management and Budget guidance (subparts A through F of 2 CFR part 182).
- 12.10. Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. § 1501 *et seq.*), if applicable, which limits the political activities of employees or officers of state or local government whose principal employment activities are funded in whole or in part with federal funds.
- 12.11. Subrecipient, pursuant to 42 U.S.C. § 5304(l) and 24 CFR § 91.325(b)(6), must adopt and enforce:
- (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - (b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 12.12. Prohibition on certain telecommunications and video surveillance services or equipment (P.L. 115-232, § 889; 2 CFR § 200.216).
- (a) Subrecipient and any additional subrecipients are prohibited from obligating or expending CDBG Funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain, or

- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P.L. 115-232, § 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under P.L. 115-232, § 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See P.L. 115-232, § 889 for additional information.
- (d) See also 2 CFR § 200.471.

12.13. Debarment and Suspension. Pursuant to 2 CFR part 2424 and 2 CFR part 180:

- (a) Subrecipient certifies to the best of its knowledge and belief that it:
 - i. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - ii. Has not been convicted or had a civil judgment entered against it within the preceding three years of any of the following offenses:

- a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - b. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
 - c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- iii. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in section 16.12(b)i-iv.
- iv. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.
- (b) Subrecipient agrees, when it enters into a covered transaction with another person, to verify that the person with whom Subrecipient intends to do business is not excluded or disqualified, by:
 - i. Checking SAM Exclusions; or
 - ii. Collecting a certification from that person; or
 - iii. Adding a clause or condition to the covered transaction with that person.
- 12.14. Subrecipient must comply with the requirements in 24 CFR § 5.109, including the requirements regarding disposition and change in use of real property by a faith-based organization.
- 12.15. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Subrecipient of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by DED on or November 15, 2022, are subject to BABA requirements, unless excepted by a waiver.

13. DEFAULT AND REMEDIES

- 13.1. Subrecipient's negligent or intentional representation to DED, in Subrecipient's Proposal, this Agreement, a request for funds, or in any communication or document in connection

with the CDBG Program, that was false or misleading in any material respect on the date made to DED is a default event, in which case DED may cancel this subaward, and Subrecipient shall have no right or claim to this subaward and shall forfeit and repay the CDBG Funds received by Subrecipient under this subaward, plus any Program Income attributable to the CDBG Funds.

- 13.2. Subrecipient failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
- (c) Issue a letter of warning advising Subrecipient of the deficiency and putting Subrecipient on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (d) Recommend or request Subrecipient to submit a corrective action plan, and if Subrecipient fails to comply, take additional action as otherwise set forth in this section 14.2;
 - (e) Impose additional award conditions in accordance with 2 CFR § 200.208 (Specific conditions);
 - (f) Temporarily withhold CDBG Funds pending the correction of the deficiency;
 - (g) Disallow costs and establish an accounts receivable;
 - (h) Wholly or partially suspend or terminate this Agreement;
 - (i) Initiate suspension or debarment proceedings in accordance with 2 CFR Parts 180 and 1326;
 - (j) Declare an amount equal to the to the CDBG Funds amount, plus any Program Income attributable to the CDBG Funds, to be due and payable, and upon such declaration, such amounts shall immediately become due and payable;
 - (k) Require Subrecipient to return to DED, a contractor, or a supplier any equipment, materials, or supplies purchased or leased using CDBG Funds; and
 - (l) Any other action DED deems appropriate.
- 13.3. DED must notify Subrecipient in writing of its action under section 14.2 of this Agreement, the reasons for the action, and the effective date of the action.
- 13.4. Subrecipient shall not obligate CDBG Funds covered by this Agreement in any way after cancellation of this Agreement, and it shall be Subrecipient's duty to take any and all legal efforts to cancel any obligations outstanding with respect to the CDBG Funds upon cancellation.
- 13.5. 2 CFR §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this subaward if it is terminated prior to the date in section 5 of this Agreement.

14. STANDARD TERMS AND CONDITIONS

- 14.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.
- 14.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.
- 14.3. **Subrecipient Status.** Subrecipient and Subrecipient's employees are not employees of DED or the State, and shall not represent themselves to be employees of DED or the State.
- 14.4. **Obligations of Subrecipient not Obligations of the State.** Subrecipient hereby agrees that any obligations entered into by the Subrecipient or its agents in performing this Agreement, including but not limited to a subaward, contract, subcontract, or material or service order, shall not be an obligation of DED or the State, and neither DED nor the State will be responsible for fulfillment of Subrecipient's obligations.
- 14.5. **Authorized Employees – Federal Law.** Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.
- 14.6. **Authorized Employees – Missouri Law.** Pursuant to subsection 1 of section 285.530 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (a) As part of Subrecipient's Application, Subrecipient certified its compliance with § 285.530 RSMo and submitted a copy of Subrecipient's Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding.
- (b) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with the Project under this Agreement.
- 14.7. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly for each fiscal year in which Subrecipient submits Requests for Funds to DED. Subrecipient agrees that this Agreement shall not be binding upon DED for any period in which funds have not been appropriated, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by lack of appropriations.
- 14.8. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.

- 14.9. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
- (a) Notwithstanding section 15.8 of this Agreement to the contrary, any Party may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
 - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 14.10. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and do not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a Party includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 14.11. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 14.12. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 14.13. **No Assignment.** Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, novation, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 15.13 will be void.
- 14.14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 14.15. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.

- 14.16. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 14.17. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Party.
- 14.18. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 14.19. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. ENTIRE AGREEMENT

- 15.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Missouri Department of Economic Development

By:

Christina Carver, Division Director
Business and Community Solutions

Date signed

City of Boonville

By:

Signature

Ned Beach
Printed Name

Mayor
Printed Title
(City Mayor, Village Board Chairman,
or Presiding County Commissioner)

Date

Attest:

Signature

Printed name

Printed Title
(City, Village, County Clerk,
or other official of the Subrecipient)

Date

Note: The Subrecipient's seal must be affixed over the Subrecipient's signatures. If no such seal exists, it must be properly notarized. One copy with original and printed signatures is required.

Exhibits

Exhibit 1	Federal Grant Agreement No. B-18-DC-29-0001
Exhibit 2	Federal Grant Agreement No. B-19-DC-29-0001
Exhibit 3	Federal Grant Agreement No. B-20-DC-29-0001
Exhibit 4	Federal Grant Agreement No. B-21-DC-29-0001
Exhibit 5	Federal Grant Agreement No. B-22-DC-29-0001
Exhibit 6	Federal Grant Agreement No. B-23-DC-29-0001
Exhibit 7	Federal Grant Agreement No. B-24-DC-29-0001
Exhibit 8	Federal Grant Agreement No. B-25-DC-29-0001

BILL NO: 2025-031

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL 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; and

WHEREAS, City staff met and communicated with AECI Utility Solutions to discuss the proposed development plan; and

WHEREAS, The Preliminary plan was reviewed and approved by Planning and Zoning on October 14, 2025 and Council approved the preliminary site plan and a parking lot variance on November 3rd, 2025; and

WHEREAS, The final plan was considered at the Planning and Zoning Commission meeting on December 9, 2025. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended approval by the Council; and

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

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

SECTION 1: That the final plan and the requested variance as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at 2415 Mid America 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 15th DAY OF DECEMBER 2025

READ FOR THE SECOND TIME AND PASSED THIS 5th DAY OF JANUARY, 2026, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 5th DAY OF JANUARY, 2026

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

L1
N24°38'13"W 13.27'

C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'31"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'

EXISTING SANITARY MANHOLE
TOP ELEV. = 769.07
FL. ELEV. IN = 760.61
(TO REMAIN)

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3504)

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 SEWER MANHOLE
TOP ELEV. = 775.50
FL. ELEV. IN = 757.90
FL. ELEV. OUT = 757.88
(TO REMAIN)

-EXISTING FENCE
(TO REMAIN)

EXISTING 20' WIDE UTILITY EASEMENT
(DB 8, PG 362)

N/F
NEAL2 LLC
NEERAJ GUPTA
(DB 2022, PG 1738)

EXISTING RETAINING WALL
(TO REMAIN)

EXISTING VARIABLE WIDTH UTILITY EASEMENT
(DB 8, PG 362)

EXISTING GAS LINE (TYP.)
(TO REMAIN)

EXISTING UNDERGROUND
UTILITY LINE (TYP.)

EXISTING CURB (TYP.)
(TO REMAIN)

W
TING CURB
(BE REMOVED)

R

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

CALL OR CLICK 3 DAYS BEFORE YOU DIG

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ONE CALL SYSTEM

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336-327-0760 (fax)
rentmail@cochroneng.com

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- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

North Office
8 East Main Street
Wentzville, Missouri 63385

Missouri State Certificate
of Authority Numbers:
2010000046

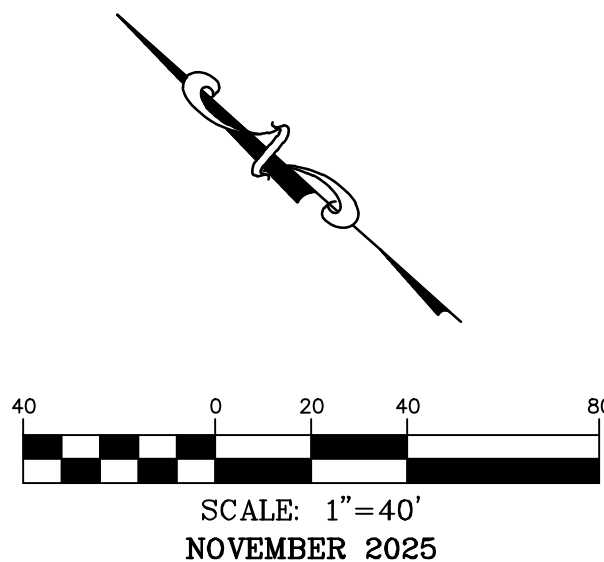
Two working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RIITE for utility location information.

MICHAEL L. HACKMEISTER
PE-2017018980

***SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI***

DRAWN BY:		APPROVED BY:	
DATE:		DATE:	
SCALE:		SCALE:	
TWO NO.:		TWO NO.:	
CIR. NO.:		CIR. NO.:	

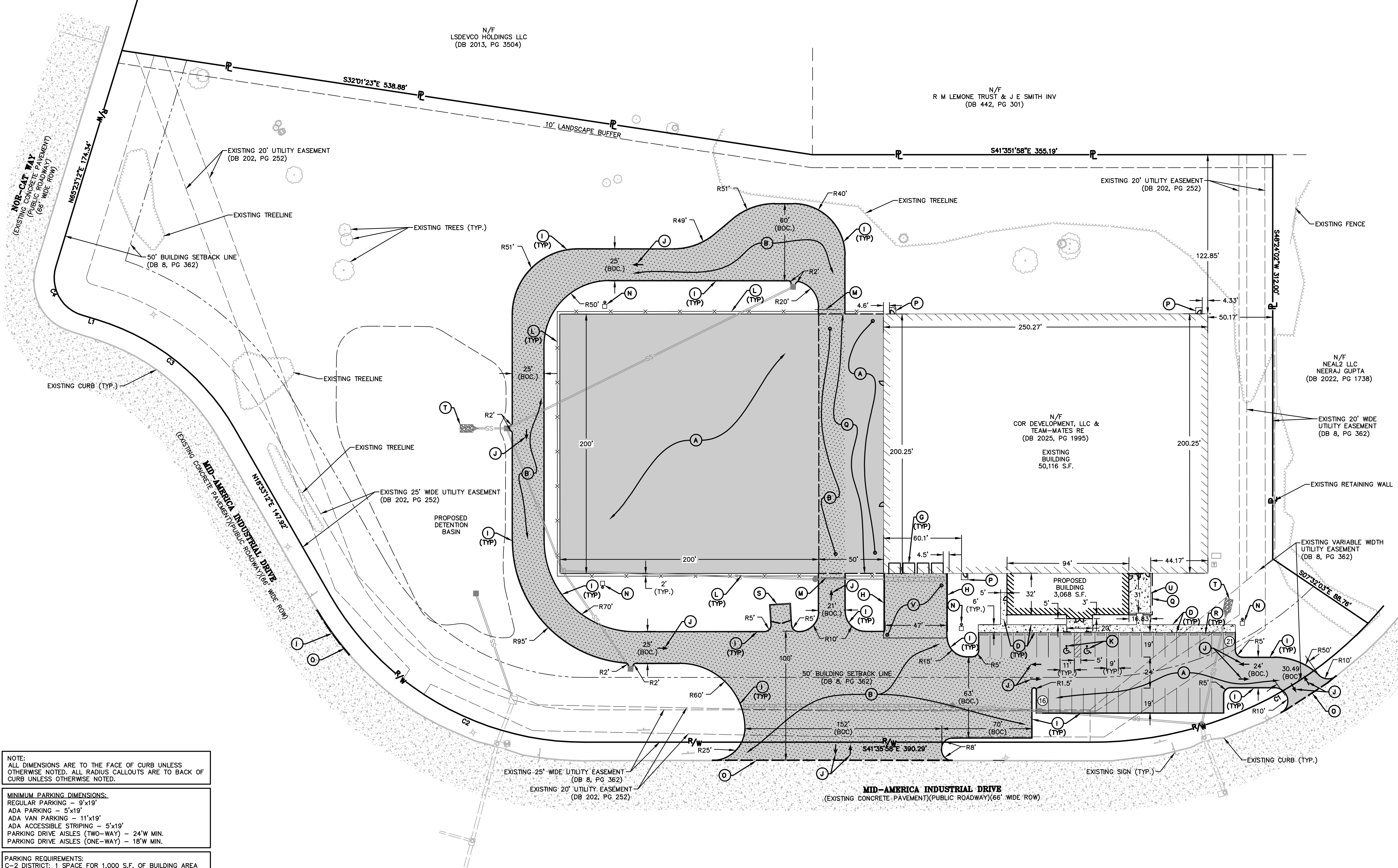
SITE PLAN



SITE LEGEND

- (A) NEW STANDARD DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET C16.
- (B) NEW HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET C16.
- (C) NOT USED.
- (D) NEW 4" THICK CONCRETE SIDEWALK. SEE DETAIL, SHEET C16.
- (E) NOT USED.
- (F) NOT USED.
- (G) NEW 8' X 7' TRUCK DOOR. SEE ARCH PLANS.
- (H) NEW CONCRETE TRUCK DOCK WALL. SEE ARCH PLANS.
- (I) NEW 6" CONCRETE CURB. SEE DETAIL, SHEET C16.
- (J) NEW TRAFFIC FLOW ARROW. SEE DETAIL, SHEET C16.
- (K) NEW ACCESSIBLE PARKING STALL WITH SIGNAGE AND STRIPING. SEE DETAIL, SHEET C16.
- (L) NEW 8' CHAINLINK FENCE W/ BARBED WIRE. SEE DETAIL, SHEET C16.
- (M) NEW 20' SLIDING GATE. BY OWNER.
- (N) NEW LIGHT STANDARD. SEE DETAIL, SHEET C21.
- (O) CONTRACTOR TO SAW CUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.
- (P) NEW 5' X 5' CONCRETE PAD (4" THICK).
- (Q) NEW CANOPY. SEE ARCH PLANS.
- (R) NEW WHEEL STOP. SEE DETAIL, SHEET C16.
- (S) NEW DUMPSTER ENCLOSURE. SEE DETAIL, SHEET C18.
- (T) NEW RIP RAP PAD. SEE DETAIL, SHEET C18.
- (U) NEW PATIO. SEE STRUCTURAL/ARCHITECTURAL PLANS.
- (V) NEW HEAVY DUTY TRUCK DOCK PAVEMENT. SEE DETAIL, SHEET C16.

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'
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CHORD LENGTH=134.79'
C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'



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 - 5'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. ADĐT. BUILDING AREA/ 1,000 S.F.= 5.8 SPACES
TOTAL SPACES REQUIRED: = 6 SPACES
TOTAL SPACES PROVIDED: = 37 SPACES
ADA TOTAL SPACES REQUIRED: = 1 SPACES
ADA TOTAL SPACES PROVIDED: = 2 SPACES

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

636-332-4574 (tel.)
636-327-0760 (fax)
we@mo1call.com
North Office
8 East Main Street
Wentzville, Missouri 63385

• 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
work, the contractor shall
call 1-800-DIG-RITE for
utility location information.

All OSHA rules & regulations
must be followed during
construction required by these
plans and be strictly followed
(ie. trenching, blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980
PROFESSIONAL ENGINEER

**SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI**

DATE:	DESIGN:	DATE:	APPR. BY:
NOV. 2025	EBB	MLH	

SCALE: 1"=40'
PROJ. NO: M25-9124A
DWG. NO: C3

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OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

- NOTE:
ALL TRUCKS SHALL BE WASHED
DOWN BEFORE LEAVING SITE.
- NOTE:
ALL INLETS ARE TO RECEIVE
INLET SILT FENCE PROTECTION
(SEE DETAIL, SHEET C7)

[illegible]

CALL OR CLICK 3 DAYS BEFORE YOU DIG!

 **1-800-DIG-RITE OR 811**

MISSOURI
ONE CALL SYSTEM

www.mo1call.com

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DWG NAME: J:\2025\W25-9124 - Mid-America Industrial Drive, Booneville MO\W25-9124\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\W25-9124_C7_SWPPP GENERAL NOTES AND DETAILS.dwg LAYOUT TAB: C7 S.W.P.P.P. GENERAL NOTES AND DETAILS PLOTTED ON: Nov 07, 2025 - 2:42pm PLOTTED BY: Enechmen

- 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 SOODED.

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 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 29053001356 AND 29053001506, 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 SEEING 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 SEEING 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 SEEING 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.

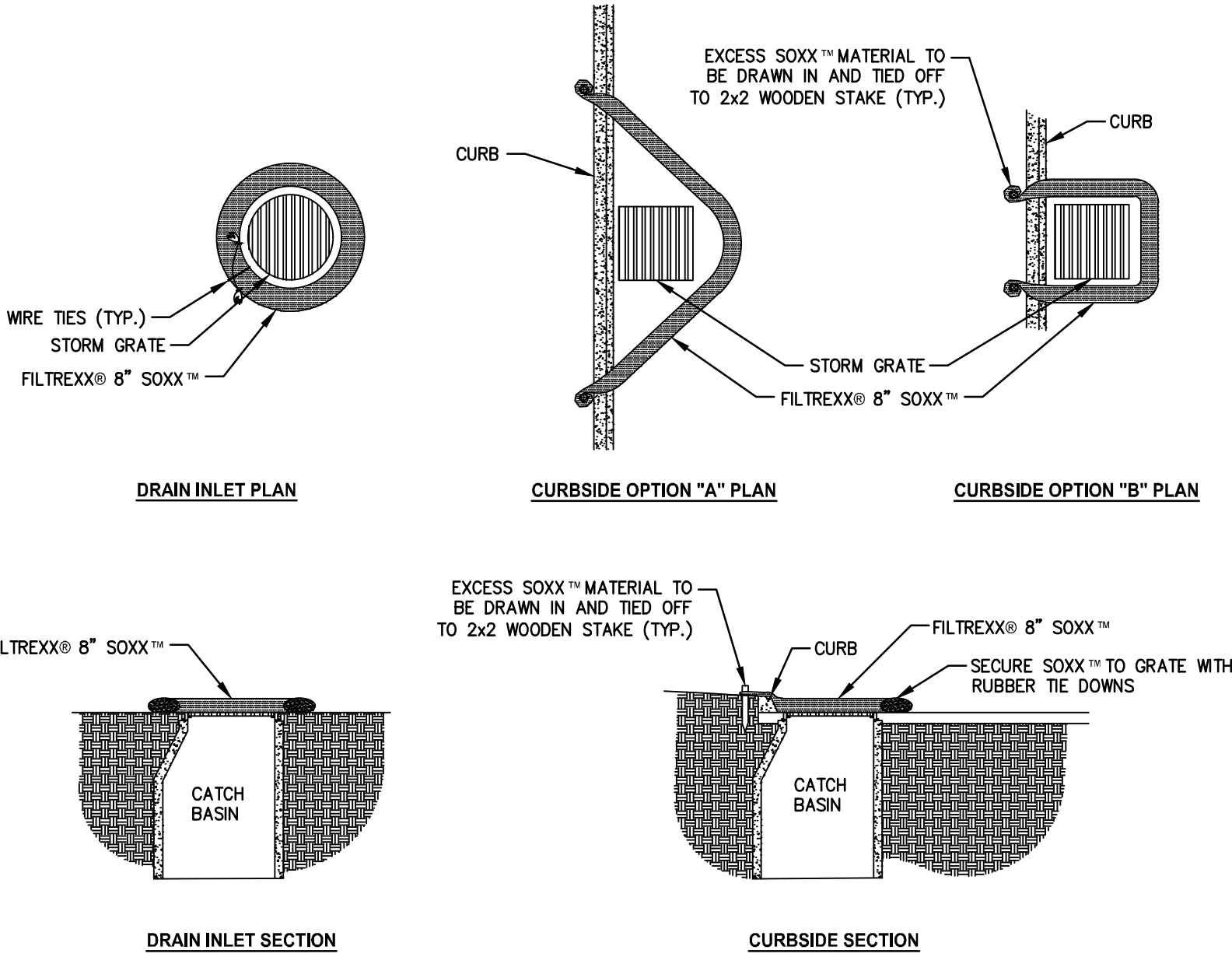
4. TEMPORARY SEED DENUEDED AREAS.

5. PAVE SITE.

6. FINAL SEEING.

7. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

S.W.P.P.P. GENERAL NOTES AND DETAILS

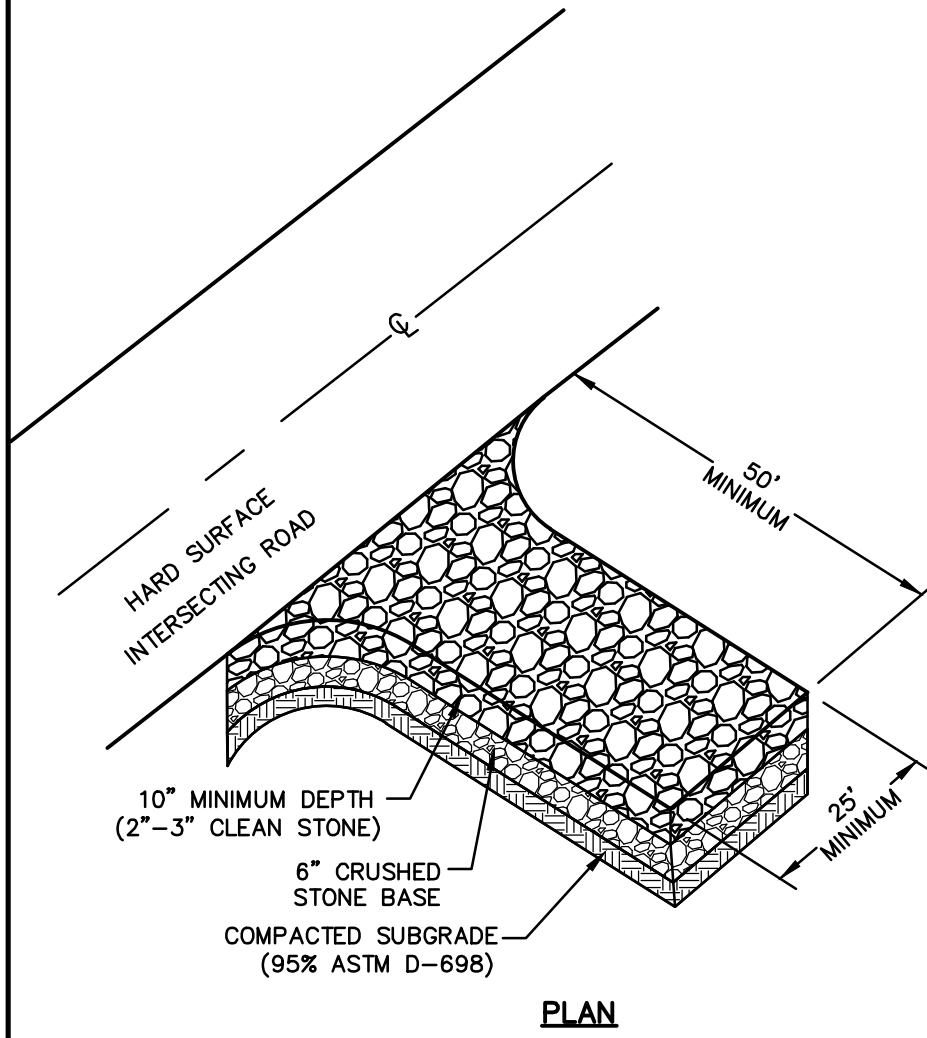


- NOTES:
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.

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

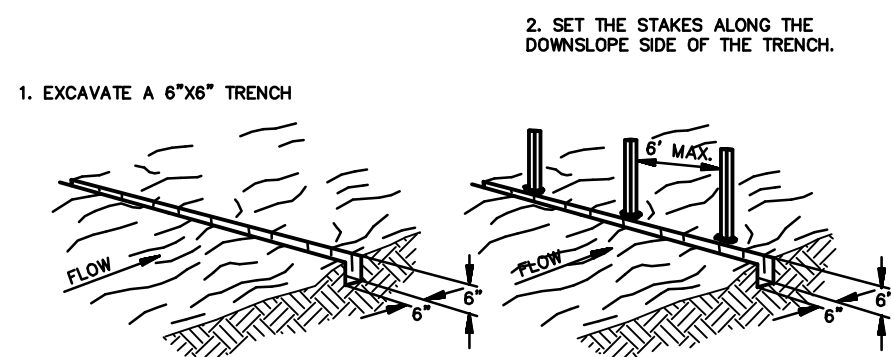


TEMPORARY CONSTRUCTION ENTRANCE
NO SCALE

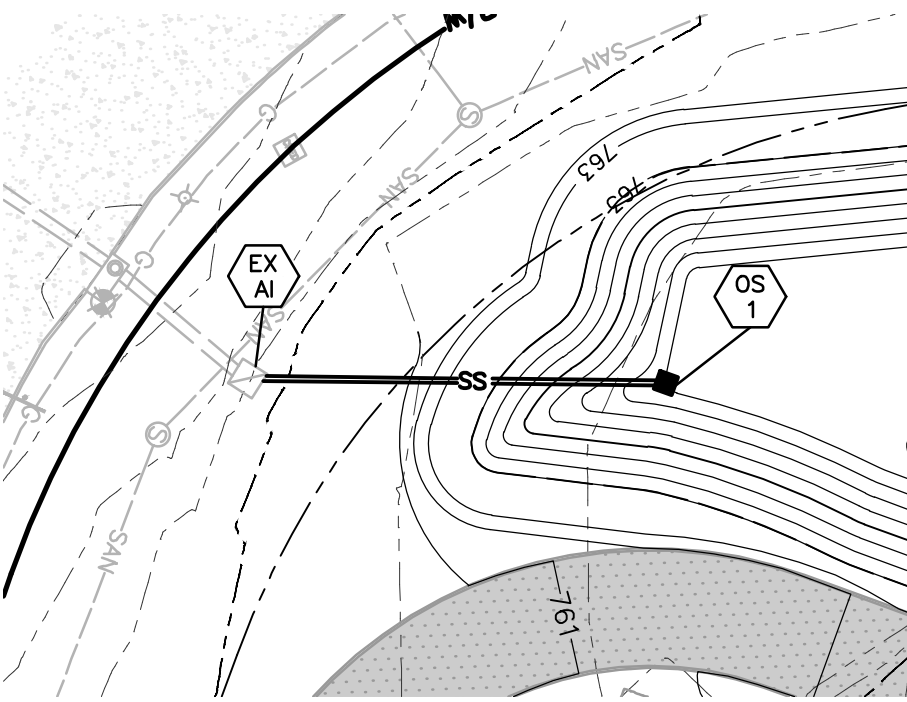
PERFORMANCE STANDARDS:

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 SWEEP 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.

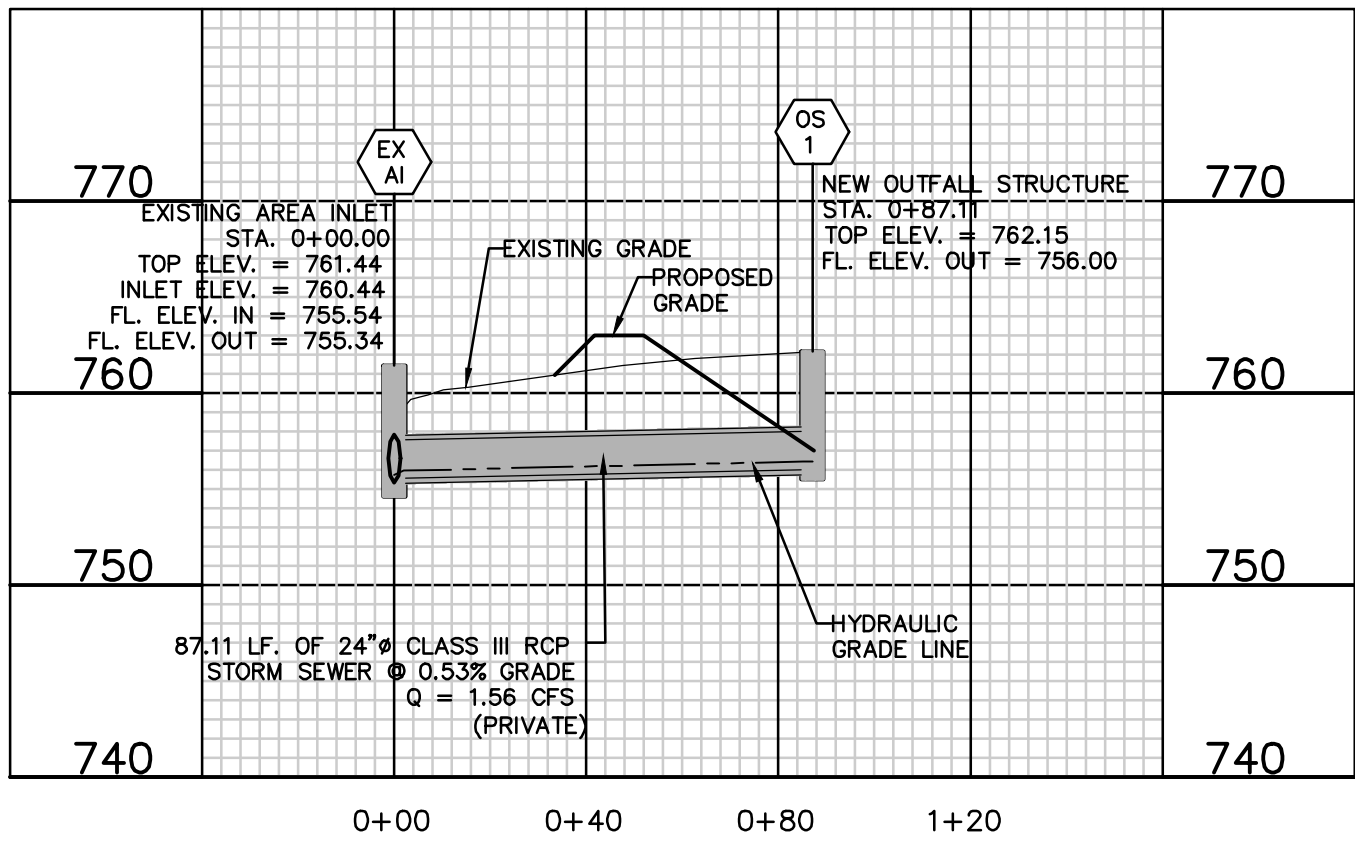
NOTE TO GC: THE GOAL OF A CONSTRUCTION EXIT AND ASSOCIATED WHEEL WASH AREAS IS TO ELIMINATE TRACK OUT. SIMPLY MANAGING TRACK OUT THROUGH DESIGNATED OR CONTINUAL STREET SWEEPING IS NOT AN ACCEPTABLE PRACTICE. WHILE STREET SWEEPING IS AN ACCEPTABLE PRACTICE FOR REMOVING DUST AND MINIMAL AMOUNTS OF FINE 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.



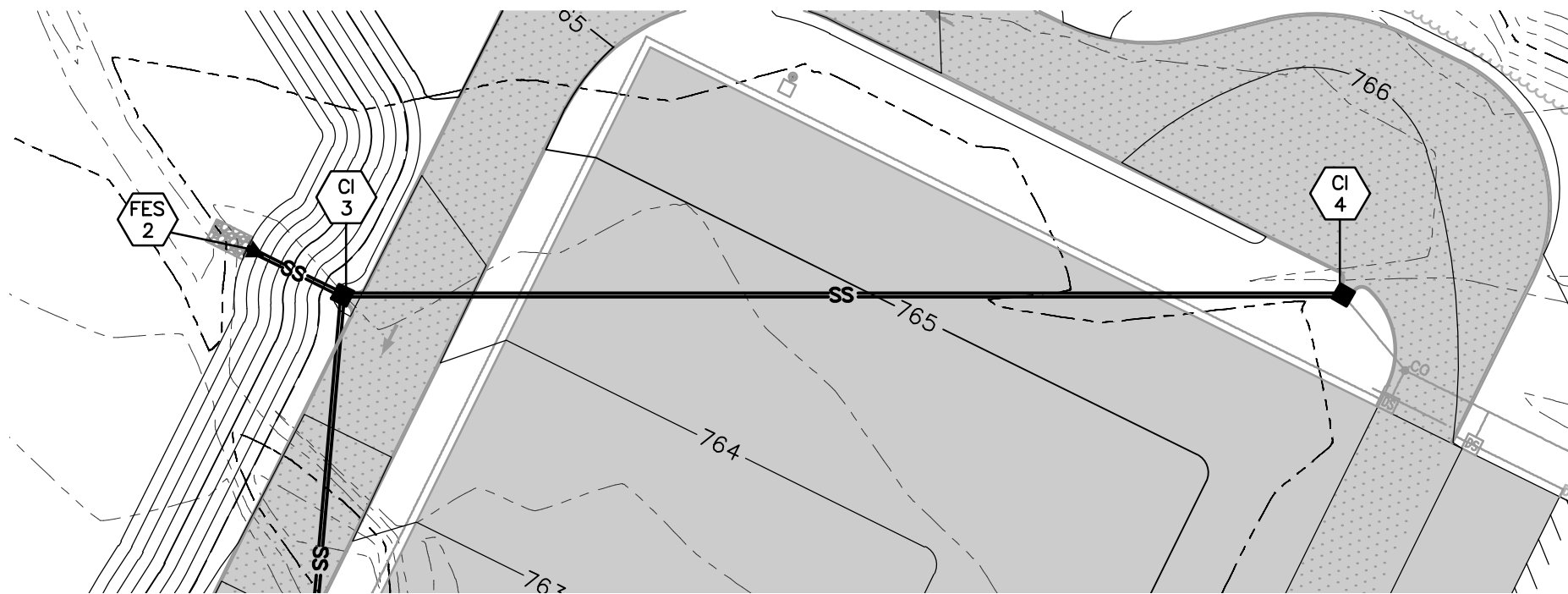
STORM SEWER PLAN AND PROFILE



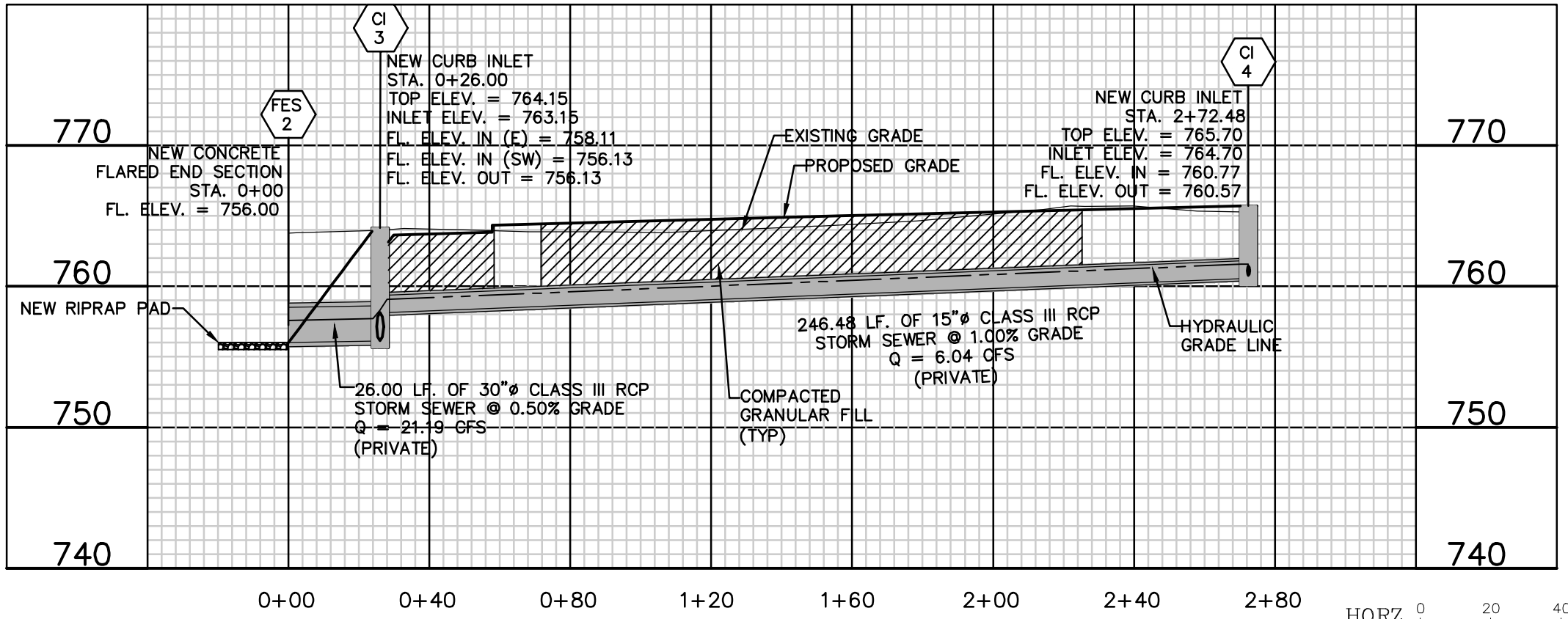
PLAN VIEW 1



PROFILE VIEW 1



PLAN VIEW 2



PROFILE VIEW 2

NOTE:
HP STORM POLYPROPYLENE PIPE MEETING ASTM F2881 MAY
BE USED AS AN ALTERNATE TO RCP PIPE ON STORM
SEWERS. CONTRACTOR SHALL VERIFY WITH GOVERNING
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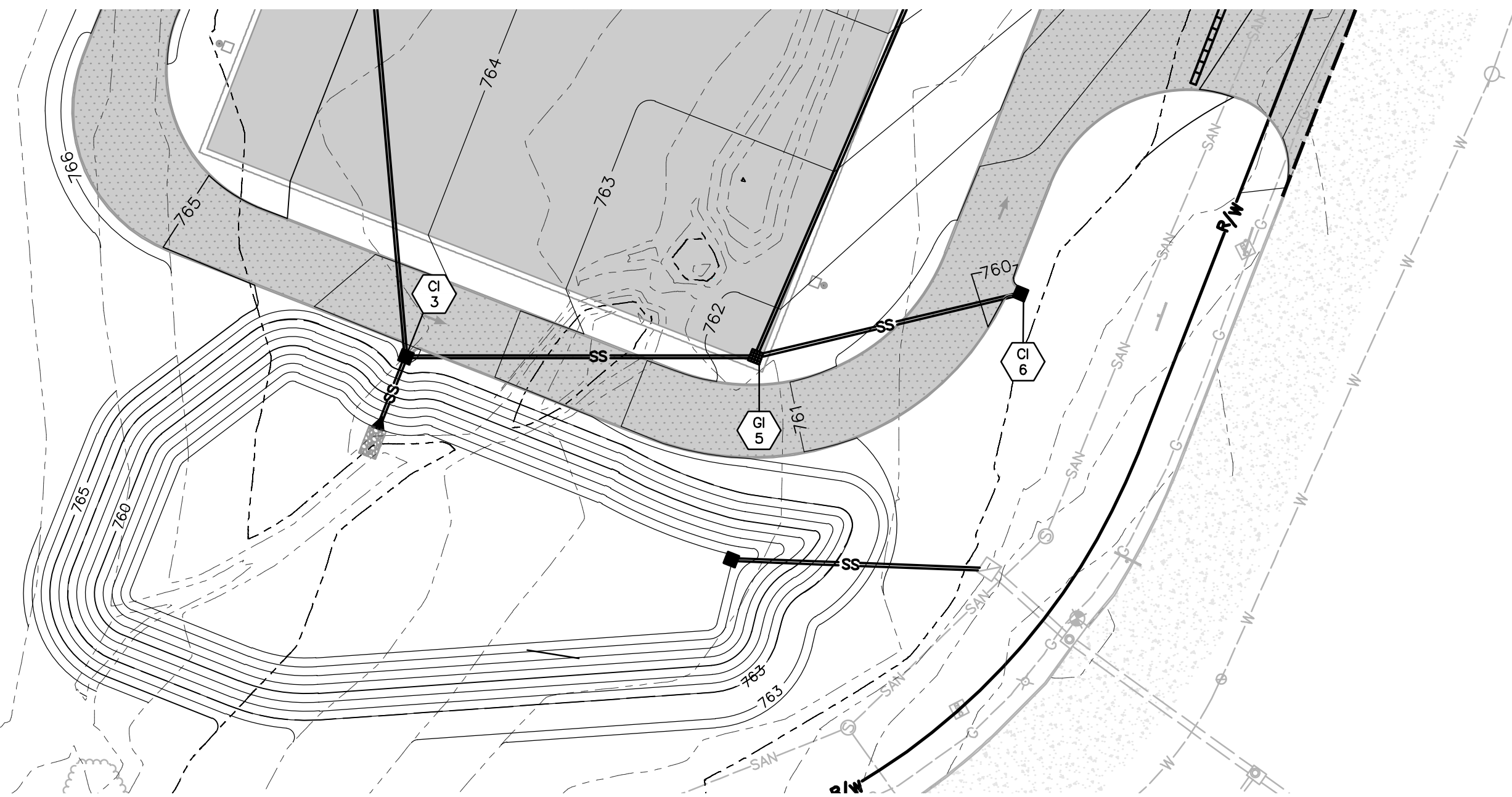
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636-327-0760 (fax)
weinfo@ochraneng.com
North Office
8 East Main Street
Wentzville, Missouri 63385
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• Master Planning
Missouri State Certificate
of Authority Numbers:
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Two working days prior to
the start of any excavation
work, the owner or contractor
shall call 1-800-DIG-RITE for
utility location information.
All OSHA rules & regulations
and applicable local codes
shall be strictly followed
(ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980
PROFESSIONAL ENGINEER

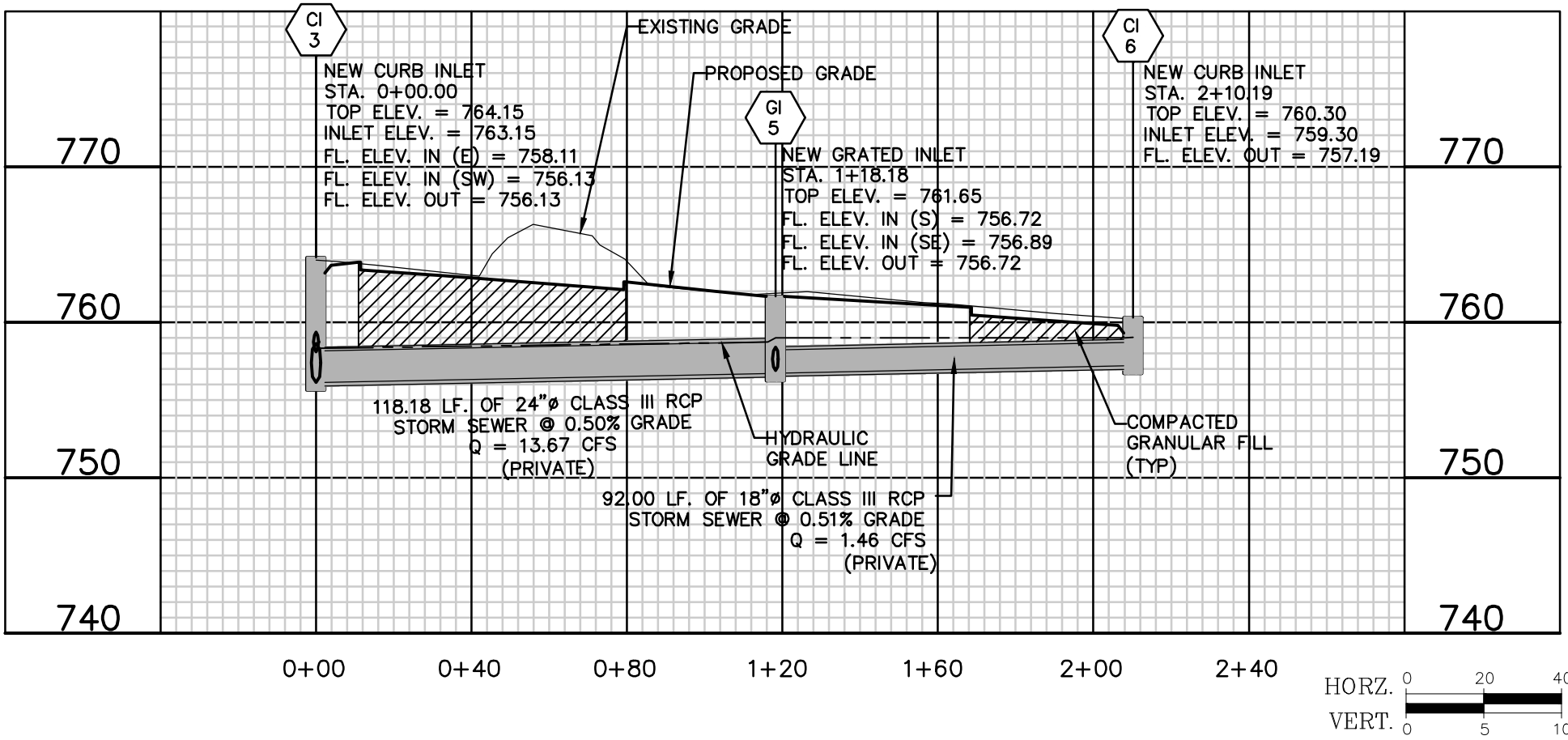
SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI

STORM SEWER PLAN AND PROFILE
DATE: NOV. 2025
DESIGNER: EBB
APPROVED: MLH
HOR. SCALE: 1:40
VERT. SCALE: 1:10
PROJECT NO: M25-9124A
DRAWING NO: C8

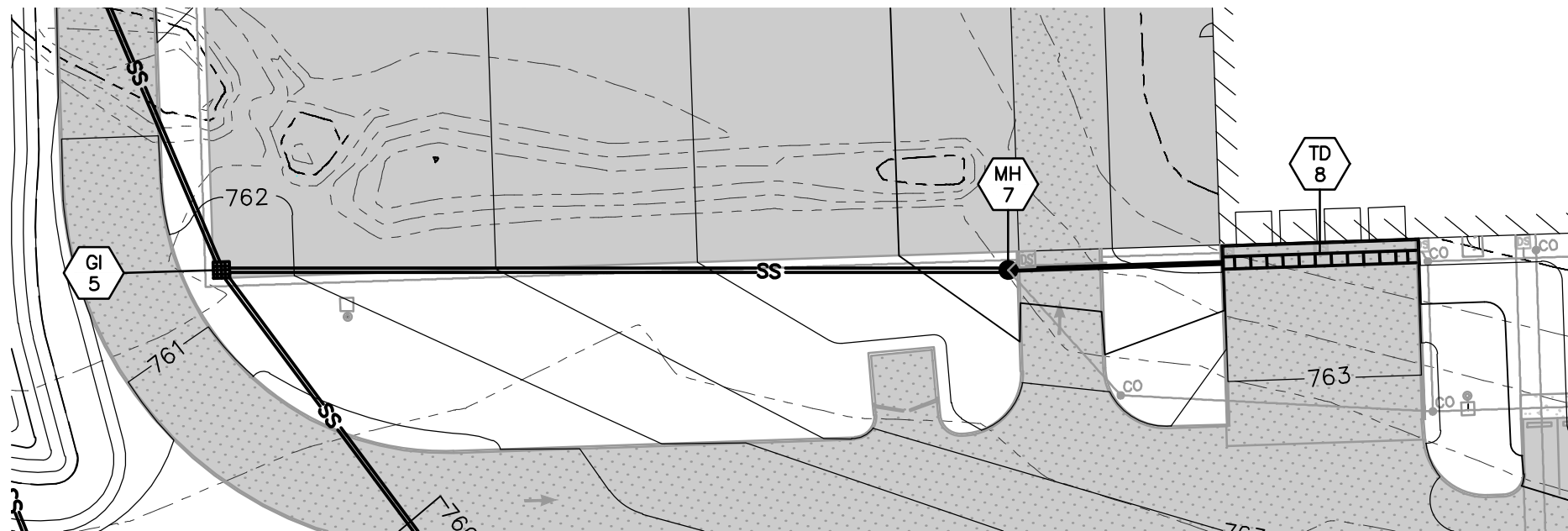
STORM SEWER PLAN AND PROFILE



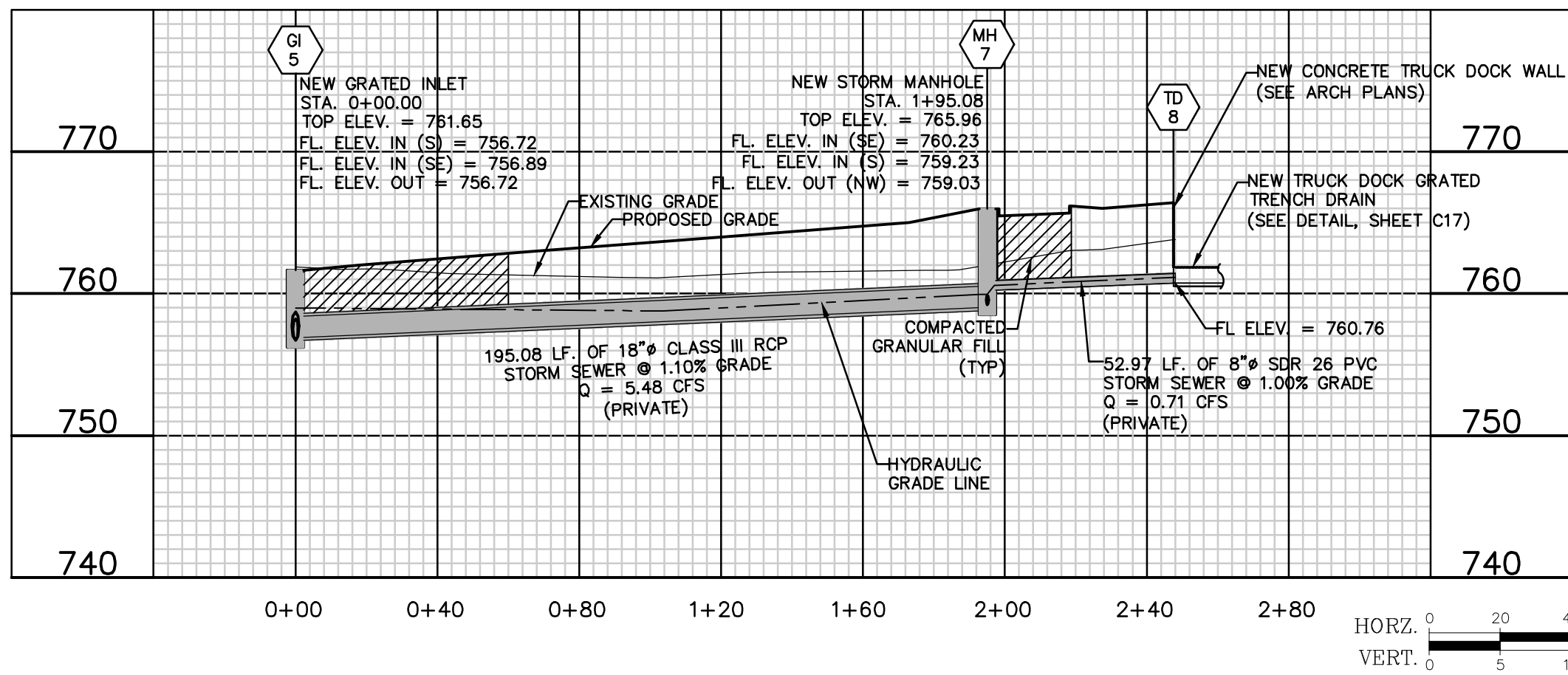
PLAN VIEW 3



PROFILE VIEW 3



PLAN VIEW 4



PROFILE VIEW 4

NOTE:
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utility location information.
All OSHA rules & regulations
for trenching and shoring
construction required by these
plans shall be strictly followed
(ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980
PROFESSIONAL ENGINEER

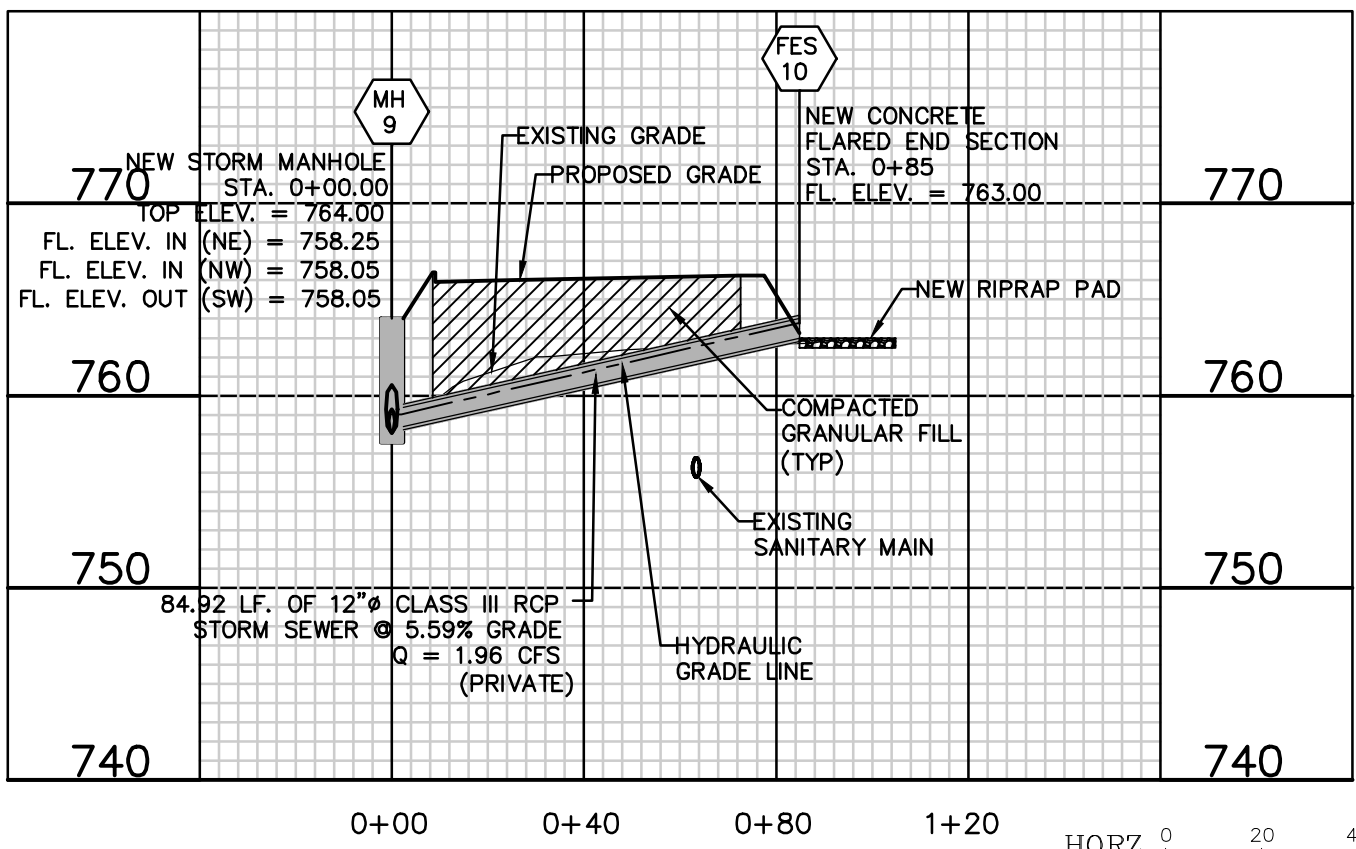
SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI

STORM SEWER PLAN AND PROFILE
DATE: NOV. 2025
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'
PROJECT NO.: M25-9124A
DRAWING NO.: C9

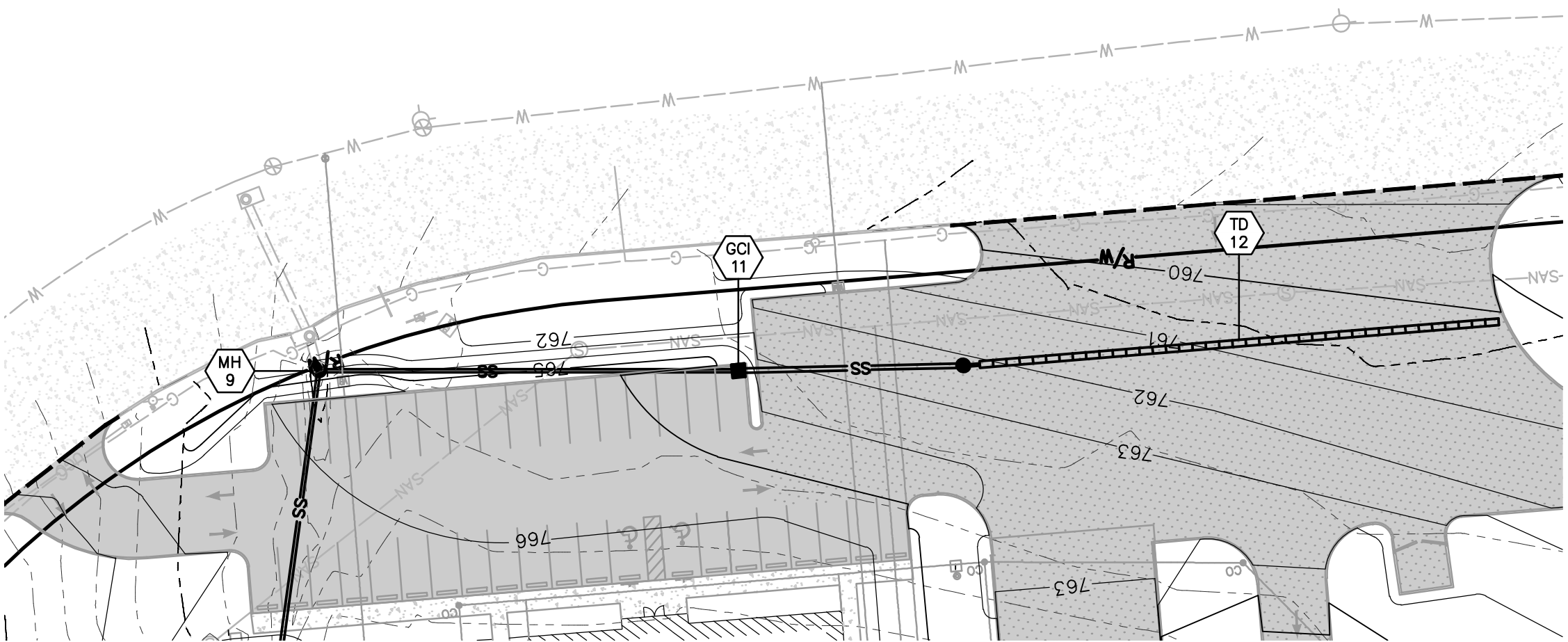
STORM SEWER PLAN AND PROFILE



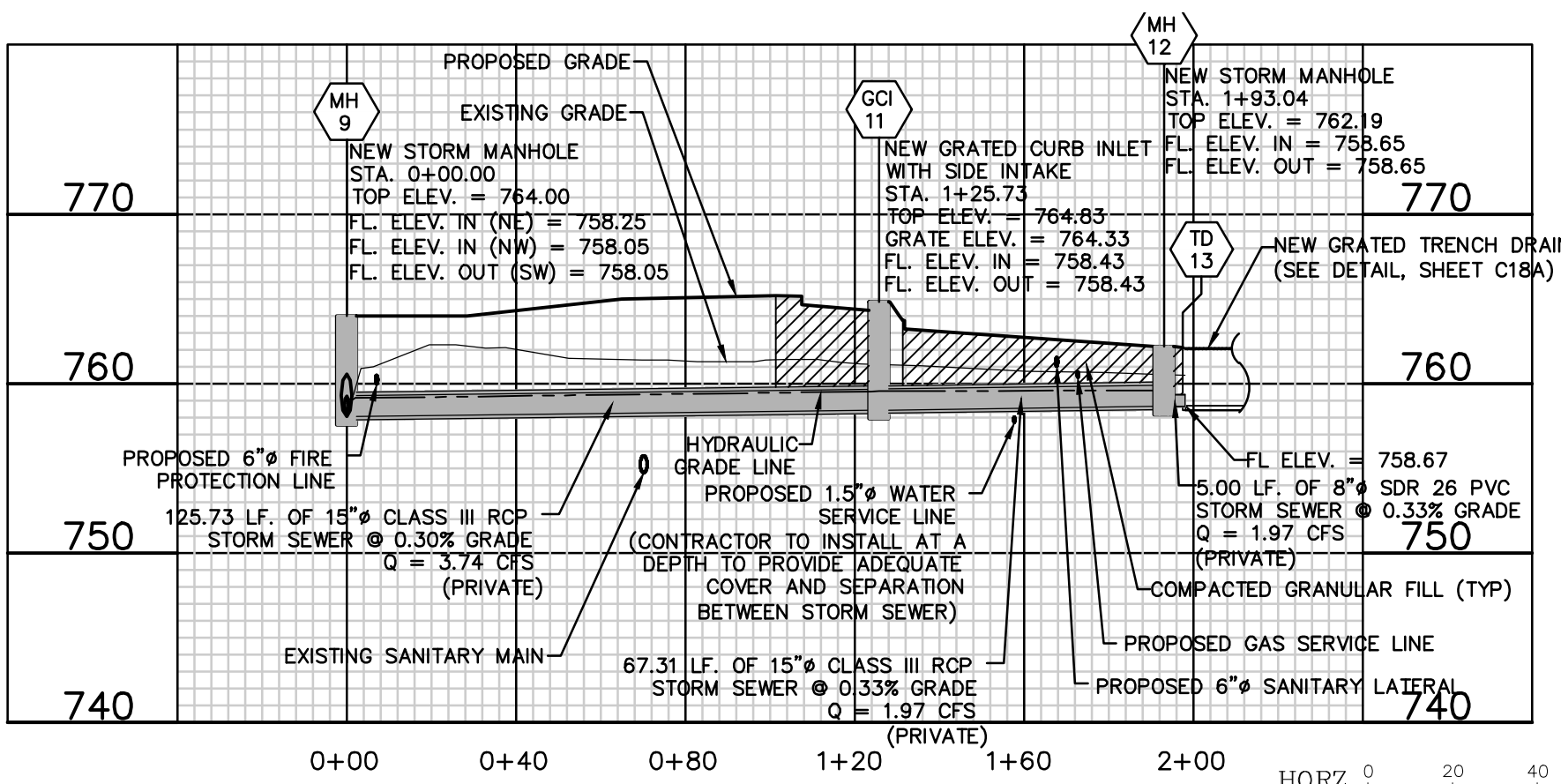
PLAN VIEW 5



PROFILE VIEW 5



PLAN VIEW 6



PROFILE VIEW 6

NOTE:
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Missouri State Certificate
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the start of any excavation
the contractor shall
call 1-800-DIG-RITE for
utility location information.

All OSHA rules & regulations
shall be strictly followed
during construction of these
plans (ie. trenching, blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PROFESSIONAL ENGINEER
NOVEMBER 2025
PE-2017018980

SITE DEVELOPMENT PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

STORM SEWER PLAN AND PROFILE

DATE: NOV. 2025
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'
PROJECT NO.: M25-9124A
DRAWING NO.: C10

Page 68 of 98

N/F
LSDEVCO HOLDINGS LLC
(DB 2013, PG 3504)

N/F
R M LEMONE TRUST & J E SMITH INV
(DB 442, PG 301)

N/F
NEAL2 LLC
NEERAJ GUPTA
(DB 2022, PG 1738)

N/F
COR DEVELOPMENT, LLC &
TEAM-MATES RE
(DB 2025, PG 1995)

EXISTING
BUILDING
50,116 S.F.
(TO REMAIN)

EX_DA-5
2.23 AC.
Q 15 = 9.45 cfs

EX_DA-4
3.10 AC.
Q 15 = 6.46 cfs

EX_DA-3
0.13 AC.
Q 15 = 0.27 cfs

**EX_DA-2-
0.05 AC.
Q 15 = 0.10 cfs**

MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

ONSITE RATIONAL METHOD FLOW DIFFERENTIAL	
EXISTING 25 YR.	23.50
PROPOSED 25 YR.	32.82
DIFFERENCE	+9.32

RUNOFF COEFFICIENT	
EXISTING	0.40
PROPOSED	0.52

CALL OR CLICK 3 DAYS BEFORE YOU DIG

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All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

MICHAEL L. HACKMEISTER
PE-2017018980

***SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI***

EXISTING DRAINAGE AREA MAP

[illegible]

C11

DA-1
2.04 AC.
Q 25 = 4.33 cfs

DA-3
0.89 AC.
25 = 1.58 cfs

DA-4
0.71 AC.
Q 25 = 1.48 cfs

DA-7
0.53 AC.
Q 25 = 1.79 cfs

DA-12
0.91 AC.
Q 25 = 1.96 cfs

DA-11
0.58 AC.
Q 25 = 4.25 cfs

DA-6
1.50 AC.
Q 25 = 6.73 cfs

DA-5
0.28 AC.
25 = 1.46 cfs

DA-8
0.36 AC.
Q 25 = 1.97 cfs

DA-10
0.65 AC.
Q 25 = 4.77 cfs

766
DA-13
0.32 AC.
Q 25 = 1.77 cfs

DA-9
0.13 AC.
Q 25 = 0.71 cfs

DA-2
0.01 AC.
Q 25 = 0.02 cfs

PROPOSED DRAINAGE AREAS (25YR)								
DA #	OPEN (AC)	GRAVEL (AC)	IMPERV. (AC)	TOTAL (AC)	C	Tc	INTENSITY (in/hr)	Q
1	1.82	0.00	0.22	2.04	0.36	15.23	5.90	4.33
2	0.01	0.00	0.00	0.01	0.30	5.05	8.15	0.02
3	0.89	0.00	0.00	0.89	0.30	15.08	5.90	1.58
4	0.58	0.00	0.13	0.71	0.41	17.73	5.10	1.48
5	0.12	0.00	0.16	0.28	0.64	5.00	8.15	1.46
6	0.35	0.00	1.15	1.50	0.76	15.00	5.90	6.73
7	0.38	0.00	0.15	0.53	0.47	9.50	7.20	1.79
8	0.10	0.00	0.28	0.36	0.73	8.22	7.50	1.97
9	0.05	0.00	0.13	0.18	0.67	5.00	8.15	0.77
10	0.00	0.00	0.65	0.65	0.90	5.00	8.15	0.71
11	0.00	0.00	0.58	0.58	0.90	5.00	8.15	4.25
12	0.89	0.00	0.02	0.91	0.31	11.80	6.65	1.96
13	0.07	0.00	0.25	0.32	0.77	8.92	7.20	1.77

		ONSITE RATIONAL METHOD FLOW DIFFERENTIAL	
Q		EXISTING 25 YR.	23.50
33		PROPOSED 25 YR.	32.82
02		DIFFERENCE	+9.32
58			
48			
46			
73			
79			
97			
71			

RUNOFF COEFFICIENT	
EXISTING	0.40
PROPOSED	0.52

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<i>PROPOSED DRAINAGE AREA MAP</i>	
DATE: NOV. 2025 SCALE: 1:40 PROJ. NO.: M25-9124A DWG. NO.: C12	DWN BY: EBB APPT BY: MLH DATE: SCALE: PROJ. NO.: DWG. NO.:
DRAWN BY: DATE: REVISION: APP'D BY: DATE: REVISION: APP'D BY:	DWN BY: DATE: REVISION: APP'D BY: DATE: REVISION: APP'D BY:

EXISTING TRIBUTARY DRAINAGE AREA MAP									
DATE:		DESIGNER:		DRAWN BY:		APPROVED BY:			
NOV. 2025				EBB		MLH			
SCALE:									
1:40									
PROJECT NO:									
M25-9124A									
DRAWING NO:									
C13									

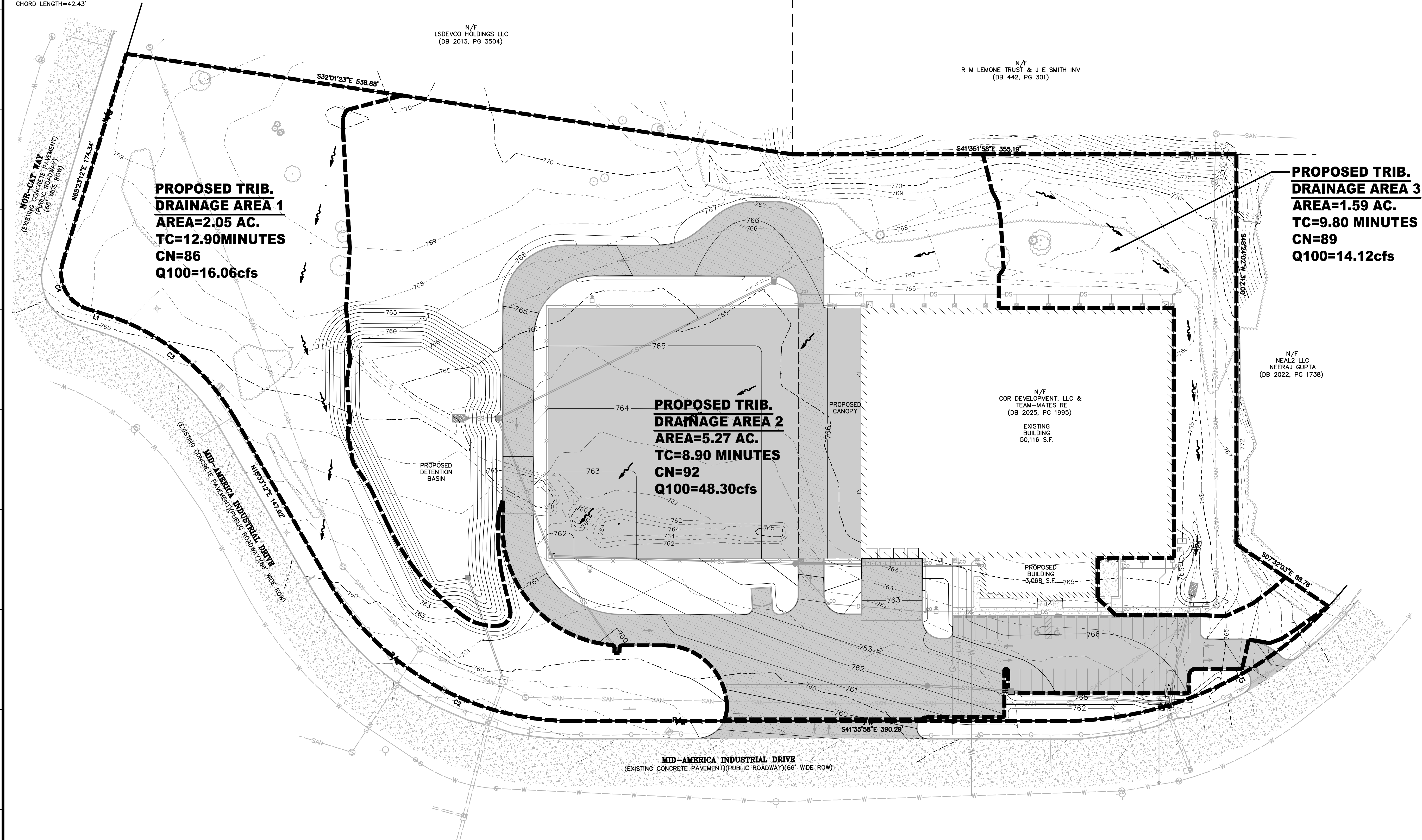
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PROPOSED TRIBUTARY DRAINAGE AREA MAP



CALL OR CLICK 3 DAYS BEFORE YOU DIG!

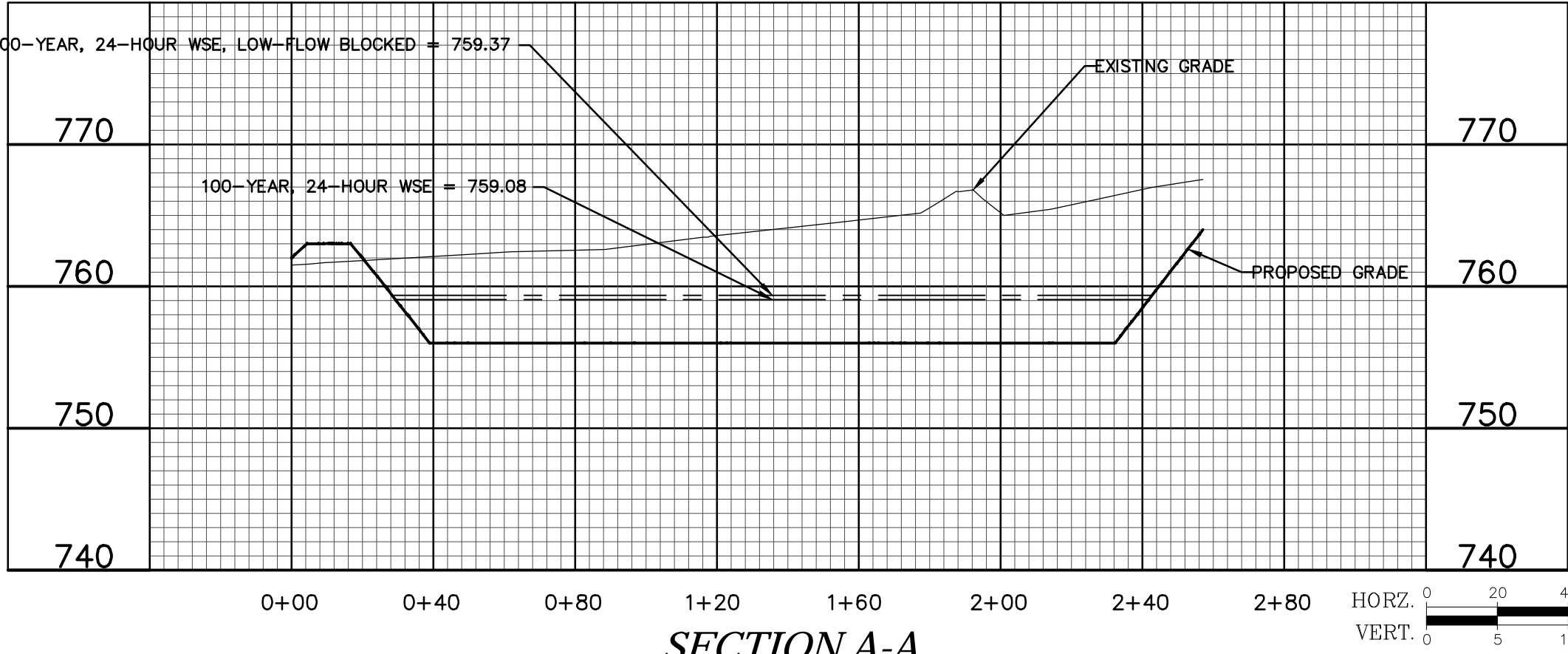
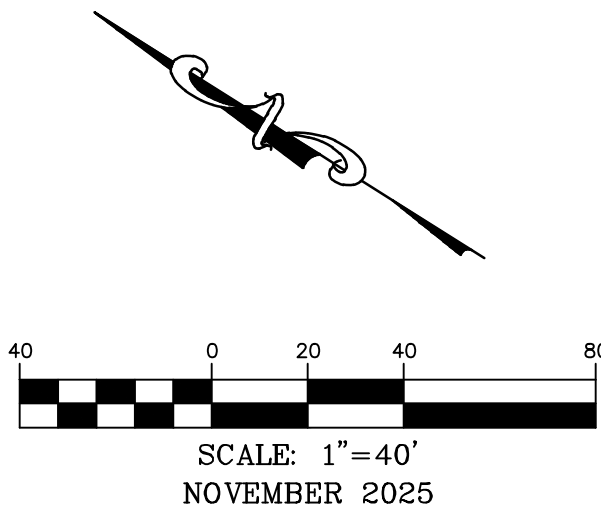
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ONE CALL SYSTEM

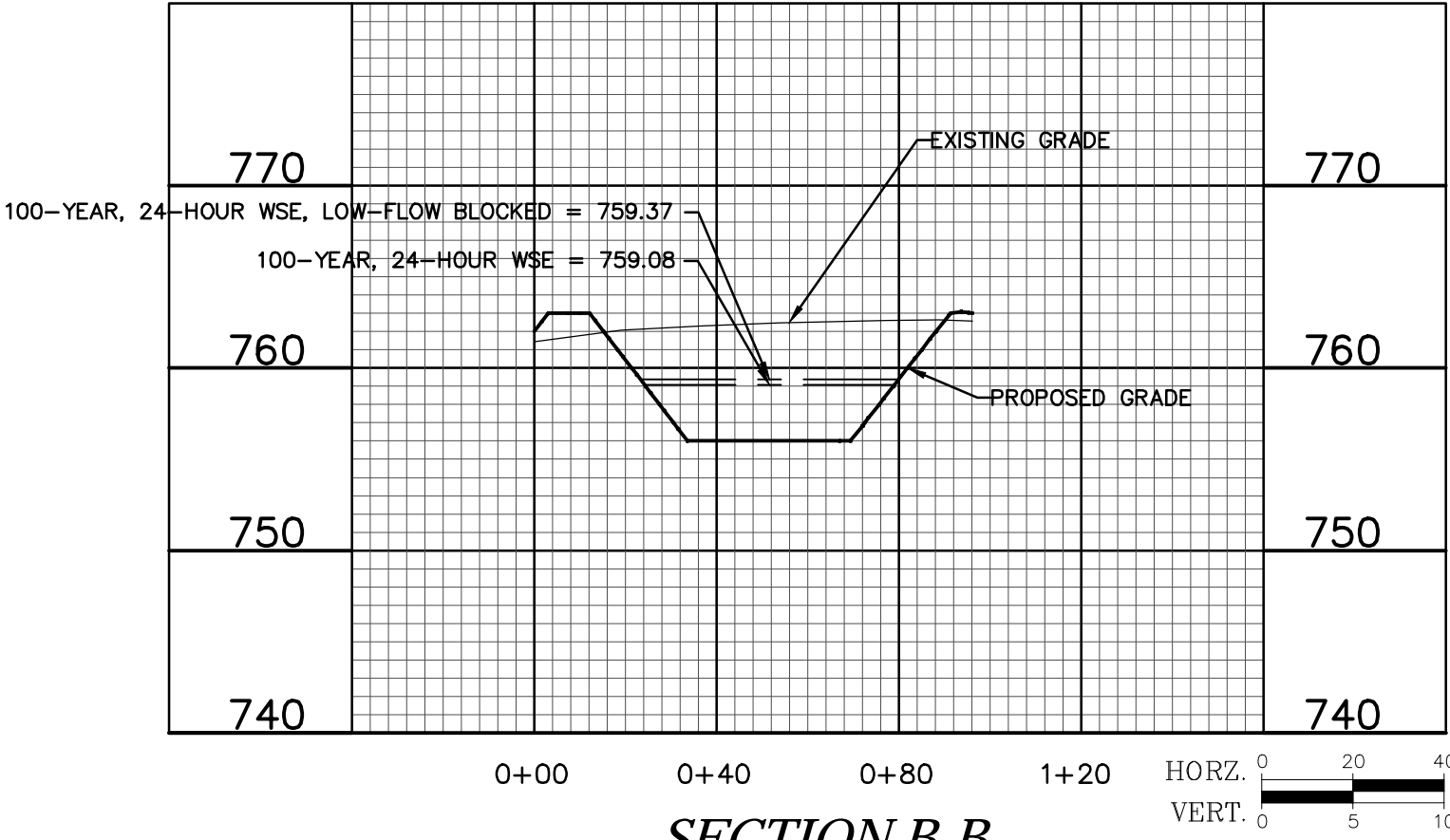
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100

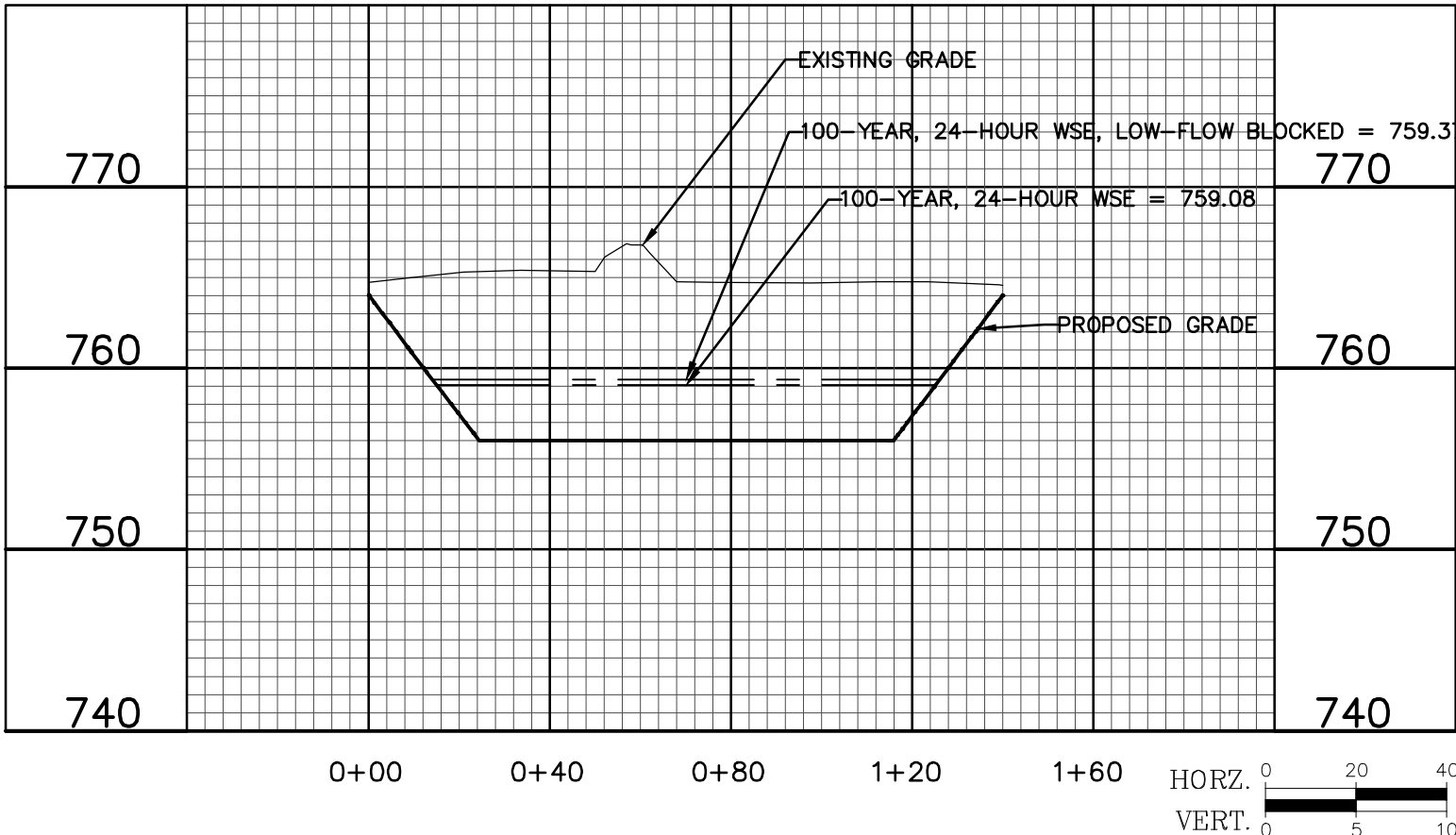
DETENTION BASIN CROSS SECTIONS



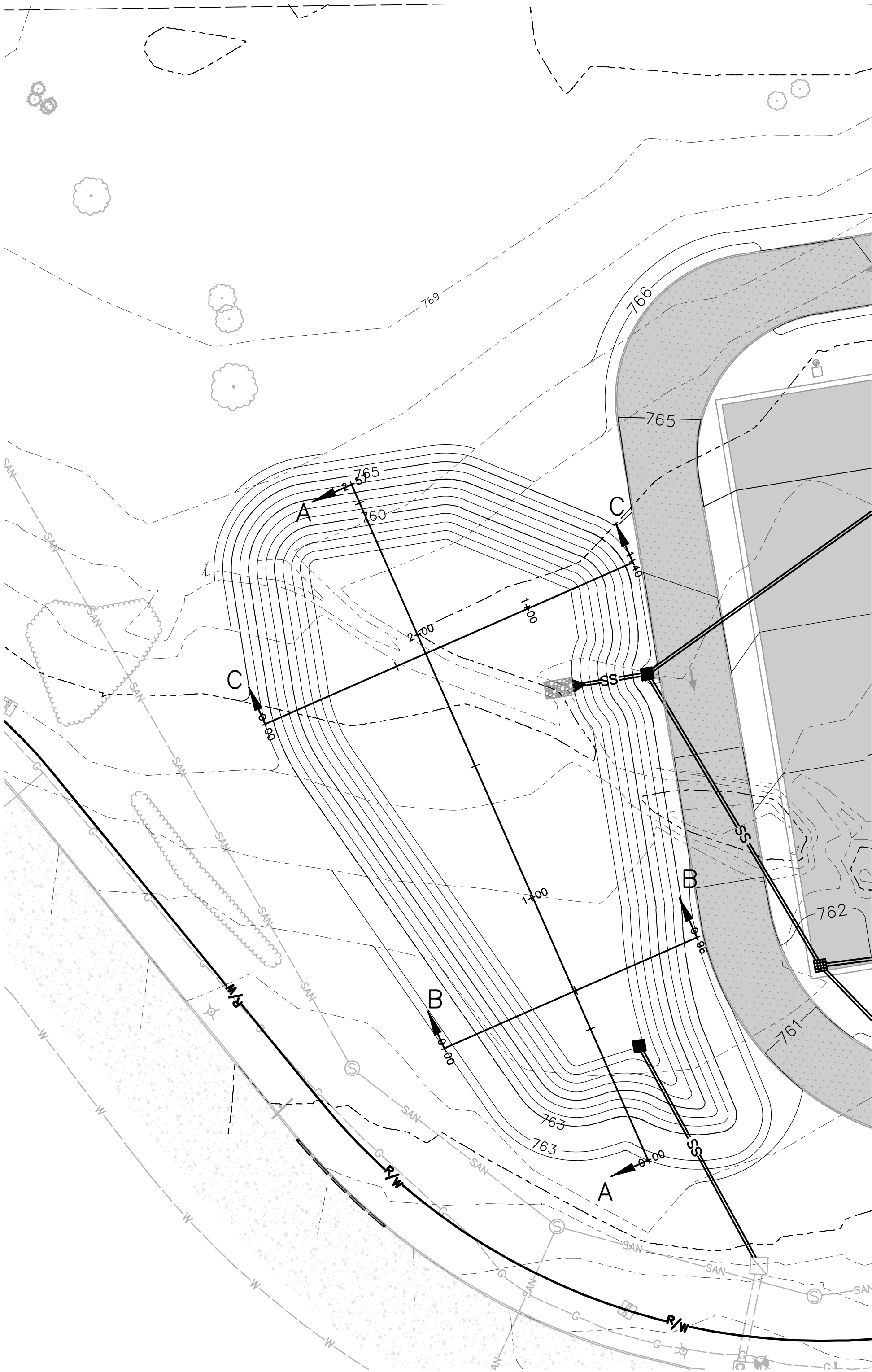
SECTION A-A



SECTION B-B



SECTION C-C



PLAN VIEW

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

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Missouri State Certificate
of Authority Numbers:
2010000046

Two working days prior to
the start of any excavation
work, the owner shall
call 1-800-DIG-RITE for
utility location information.

All OSHA rules & regulations
pertaining to excavation
construction required by these
plans shall be strictly followed
(ie. trenching, blasting, etc.).

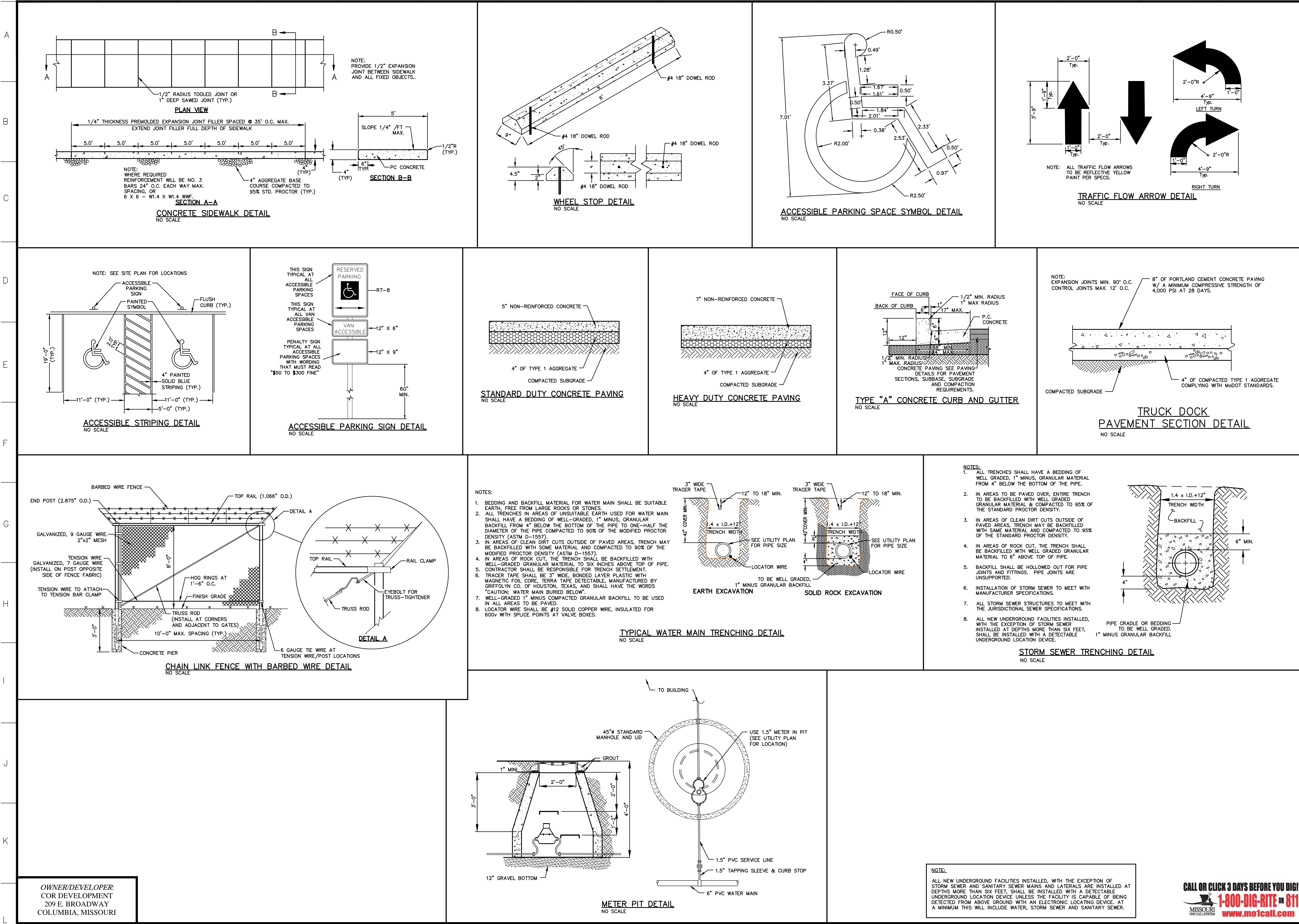
STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980

SITE DEVELOPMENT PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DETENTION BASIN CROSS SECTIONS

DATE:	DESIGNER:	APPROVED BY:
NOV. 2025	EBB	MLH
HOR. SCALE:	1:40	
VERT. SCALE:	1:10	
PROJ. NO.:	M25-9124A	
DWG. NO.:	C15	

DWG NAME: J:\2025\W25-9124 - Mid-America Industrial Drive, Booneville MO\W25-9124A\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\W25-9124A_C16_DETAILS.dwg LAYOUT TAB: DETAILS PLOTTED ON: Nov 07, 2025 - 2:43pm PLOTTED BY: Checkman



OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

NOTE:
ALL NEW UNDERGROUND FACILITIES INSTALLED, WITH THE EXCEPTION OF STORM SEWER AND SANITARY SEWER MAINS AND LATERALS ARE INSTALLED AT DEPTHS MORE THAN SIX FEET; SHALL BE INSTALLED WITH A DETECTABLE UNDERGROUND LOCATION DEVICE UNLESS THE FACILITY IS CAPABLE OF BEING DETECTED FROM ABOVE GROUND WITH AN ELECTRONIC LOCATING DEVICE. AT A MINIMUM THIS WILL INCLUDE WATER, STORM SEWER AND SANITARY SEWER.

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www.mo1call.com

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636-327-0760 (fax)
weinfo@ochraneng.com

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Missouri State Certificate of Authority Numbers:
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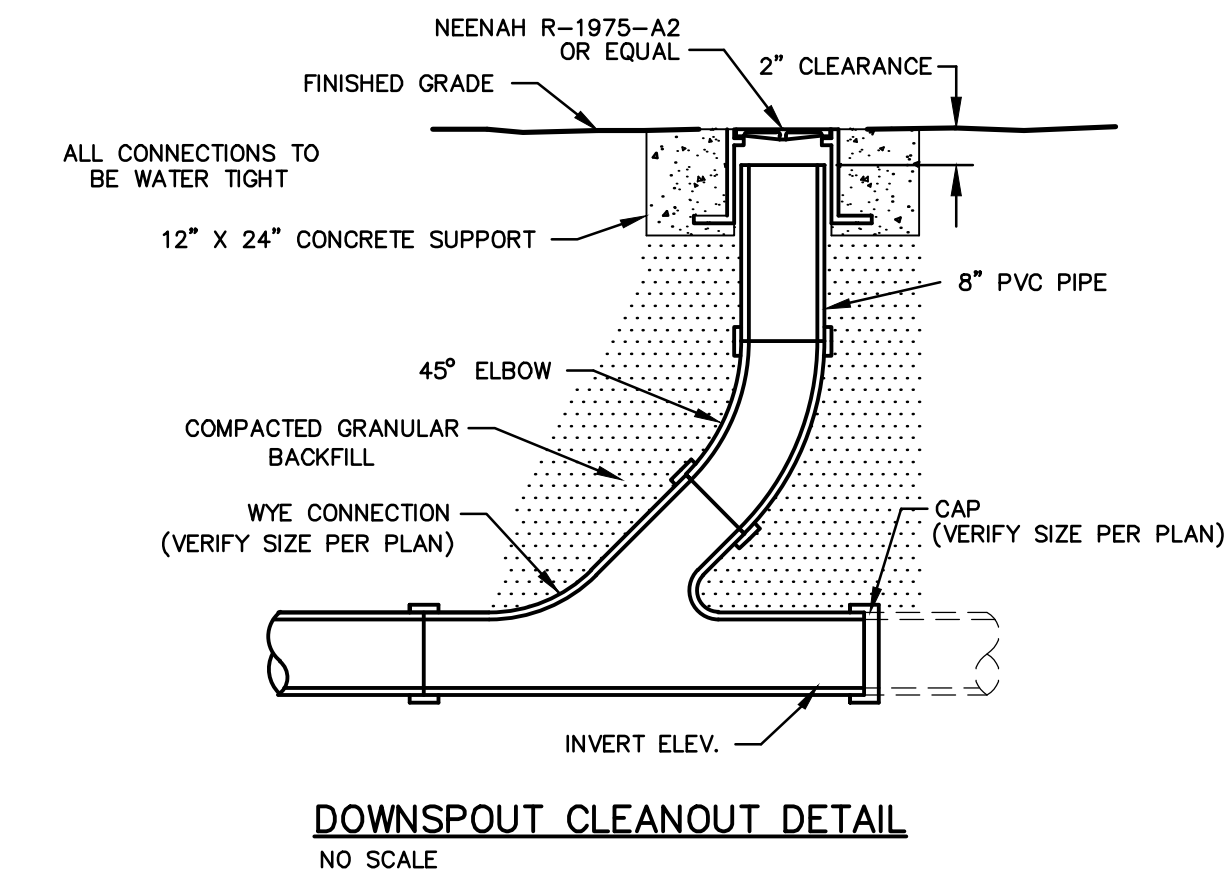
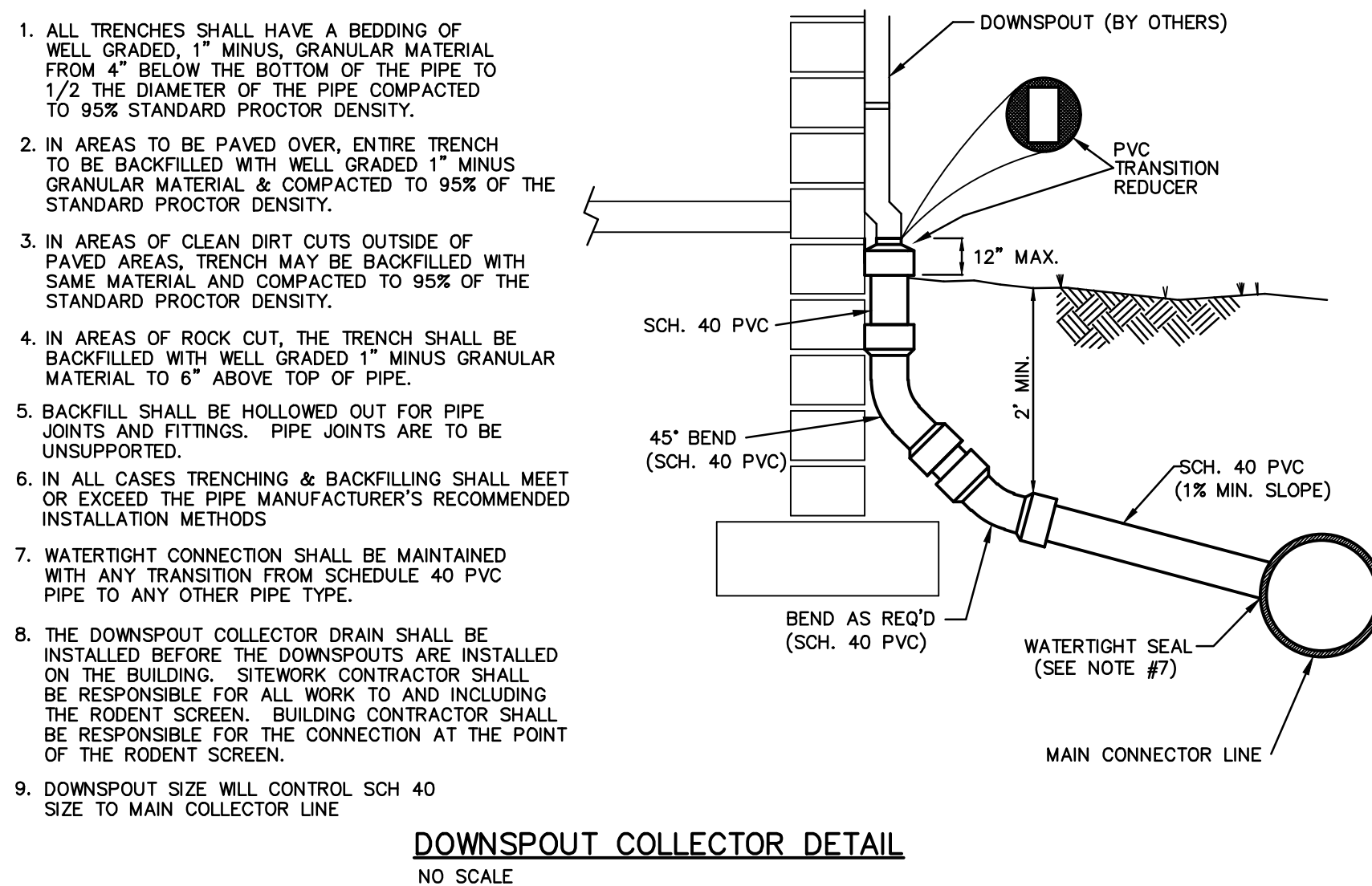
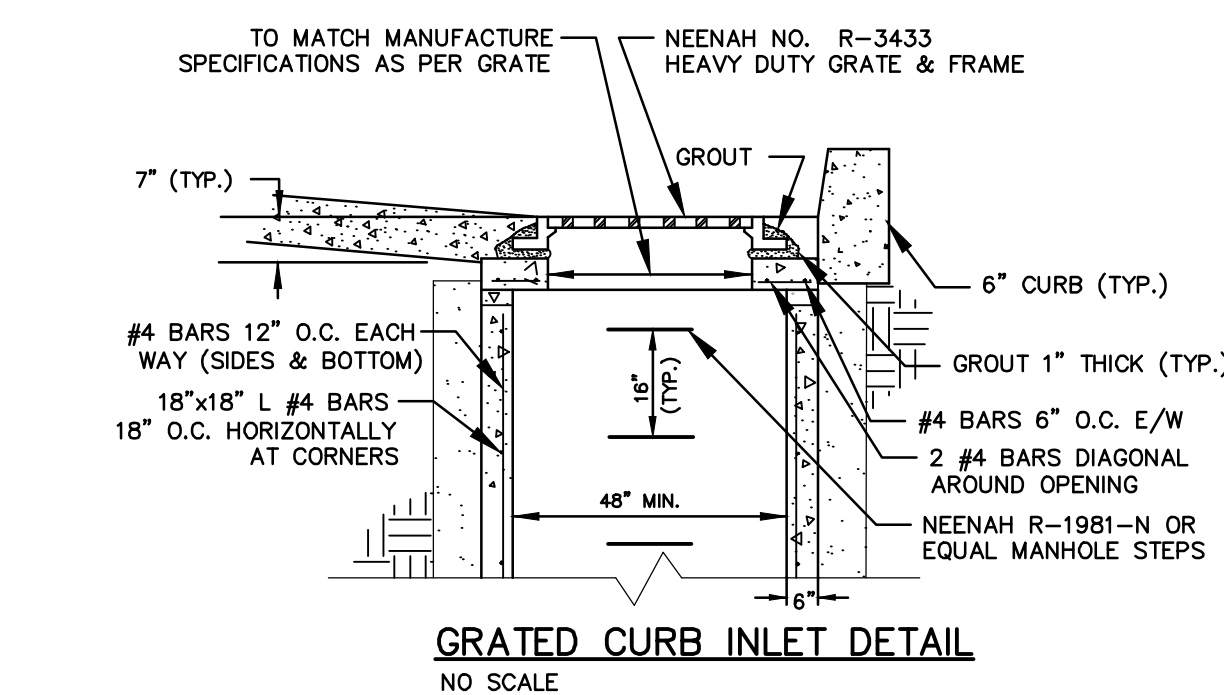
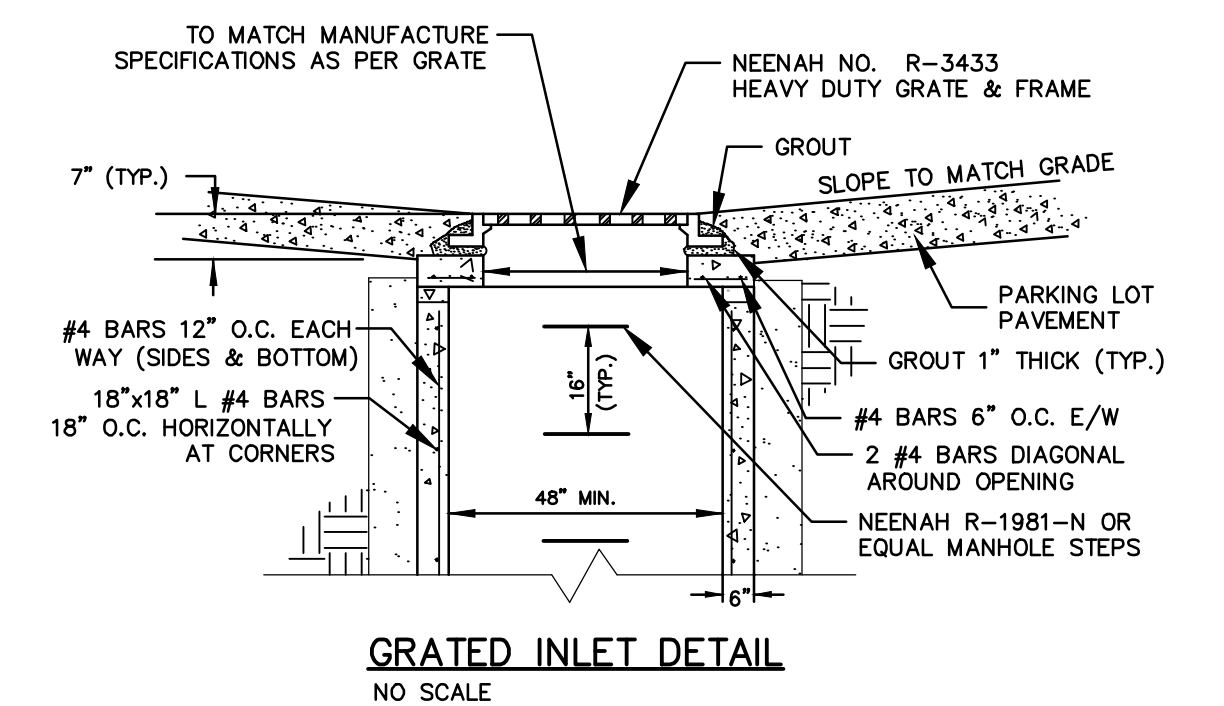
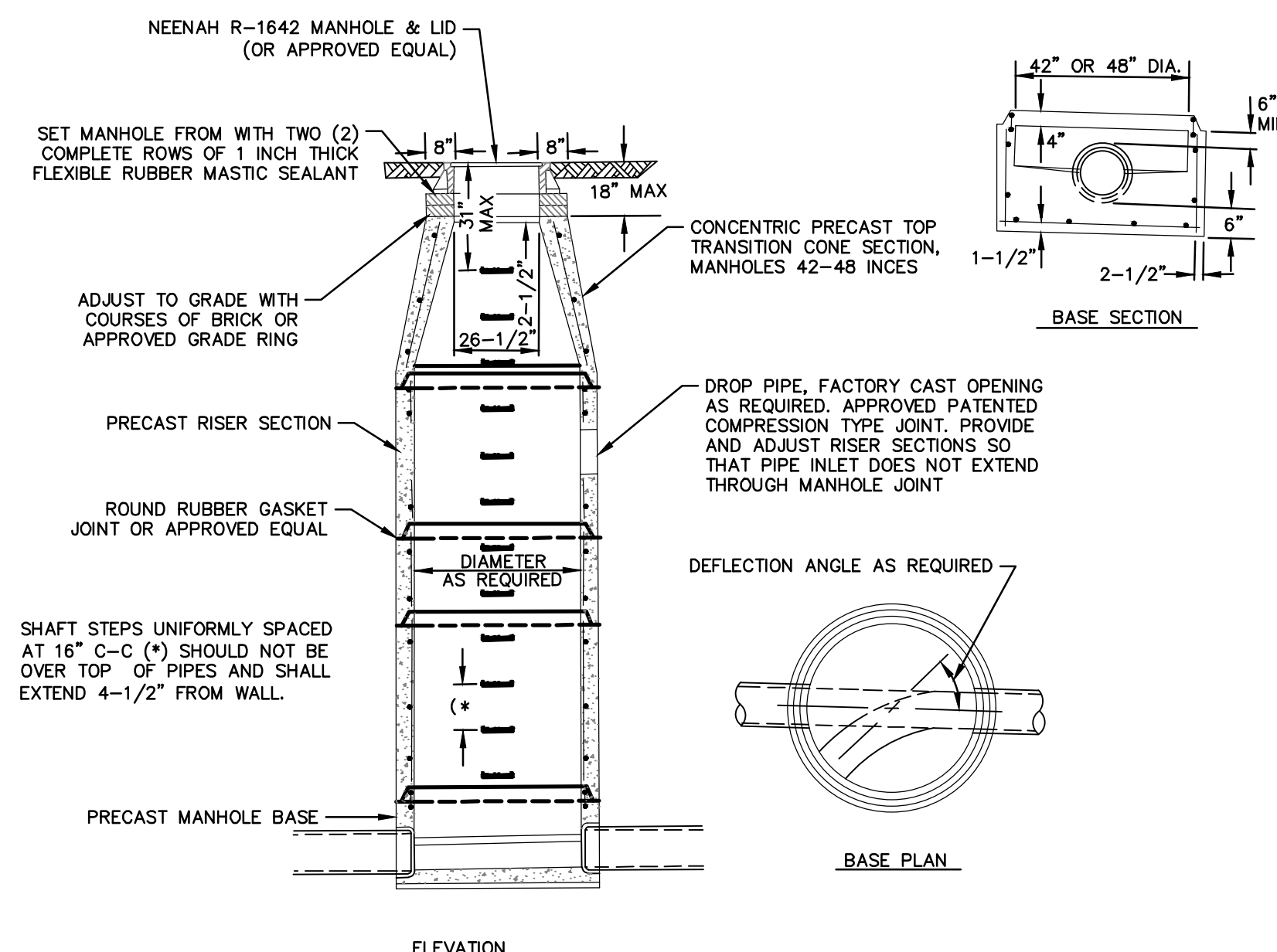
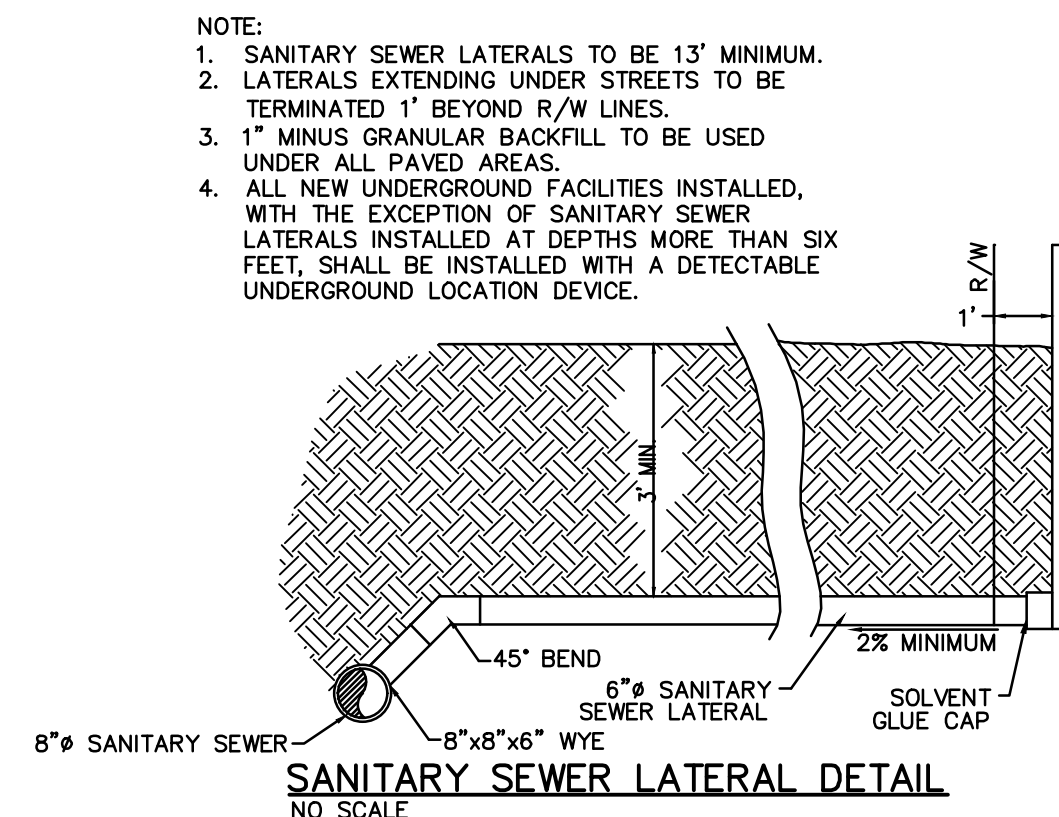
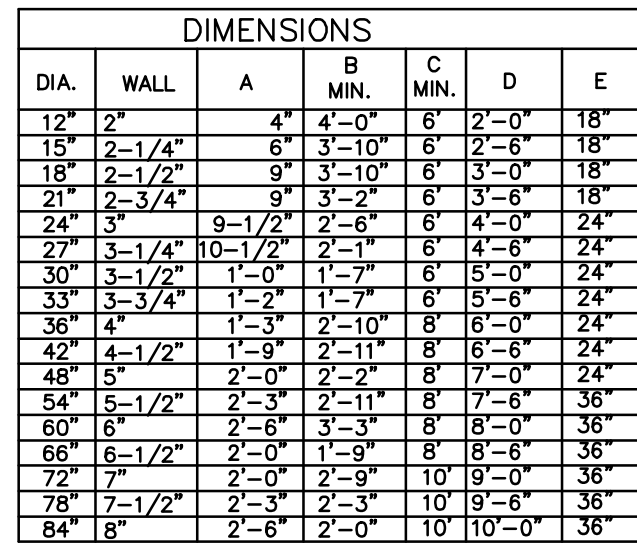
Two working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations shall be followed. Construction required by these plans shall be strictly followed (ie. trenching, blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980

SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI

DATE:	BY:	APPD. BY:
DATE:	EBB	MLH
NOV. 2025		
NO SCALE		
PROJ. NO:	M25-9124A	
DWG. NO:	C16	



CALL OR CLICK 3 DAYS BEFORE YOU DIG!

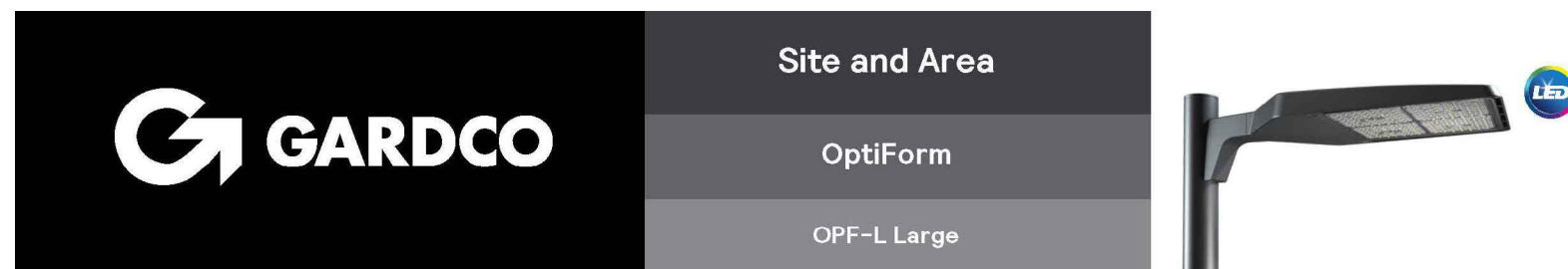
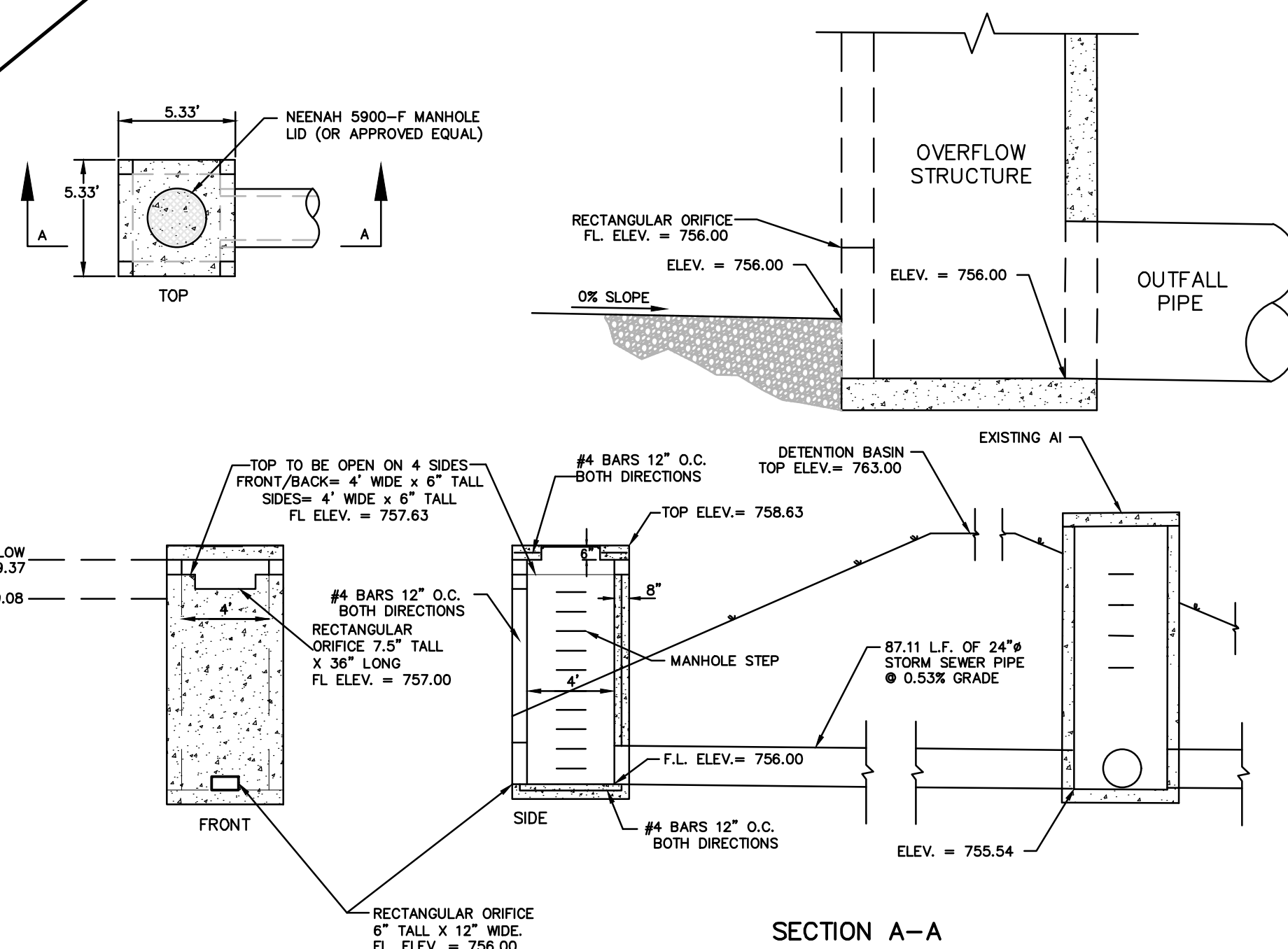
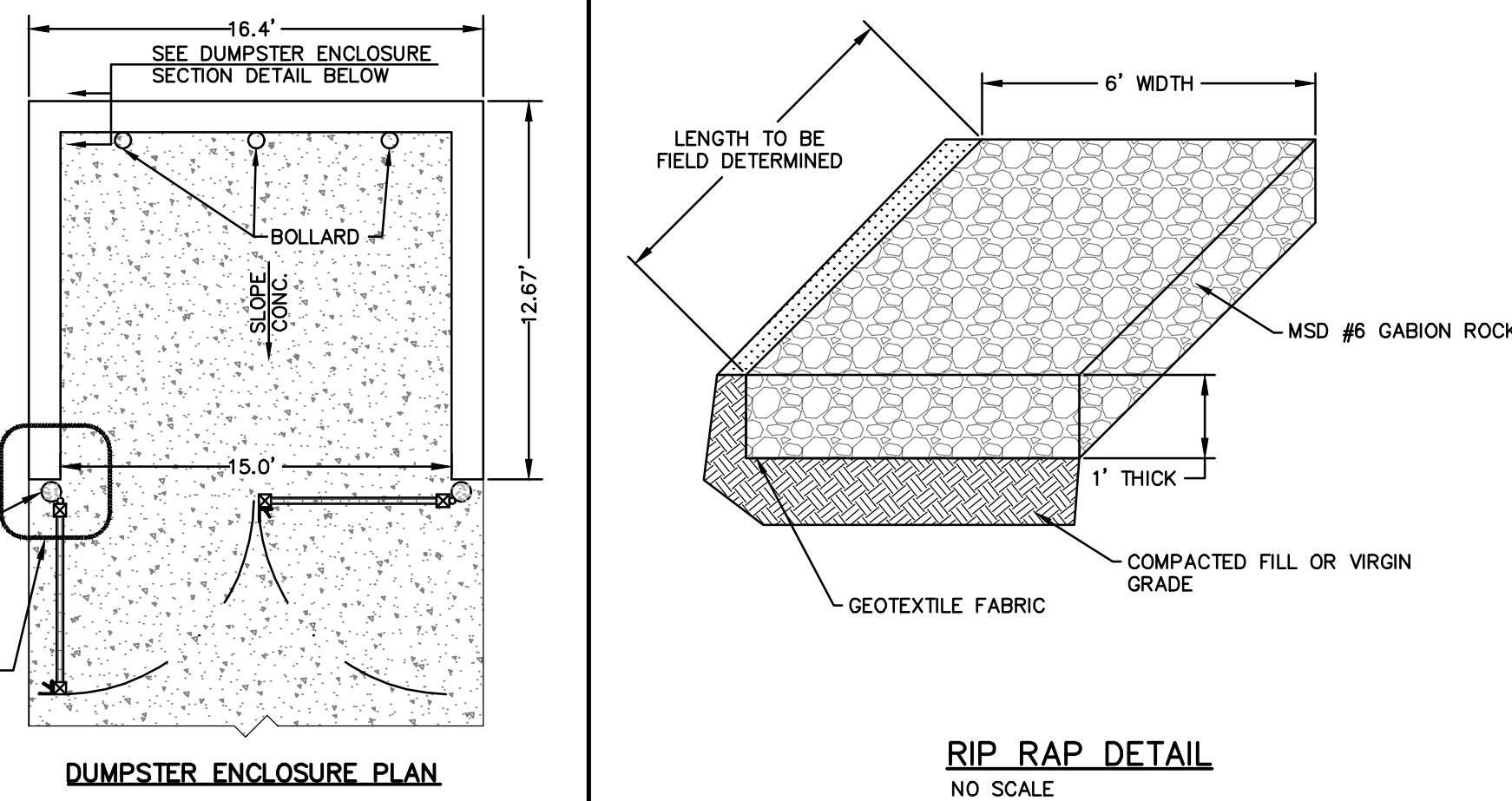
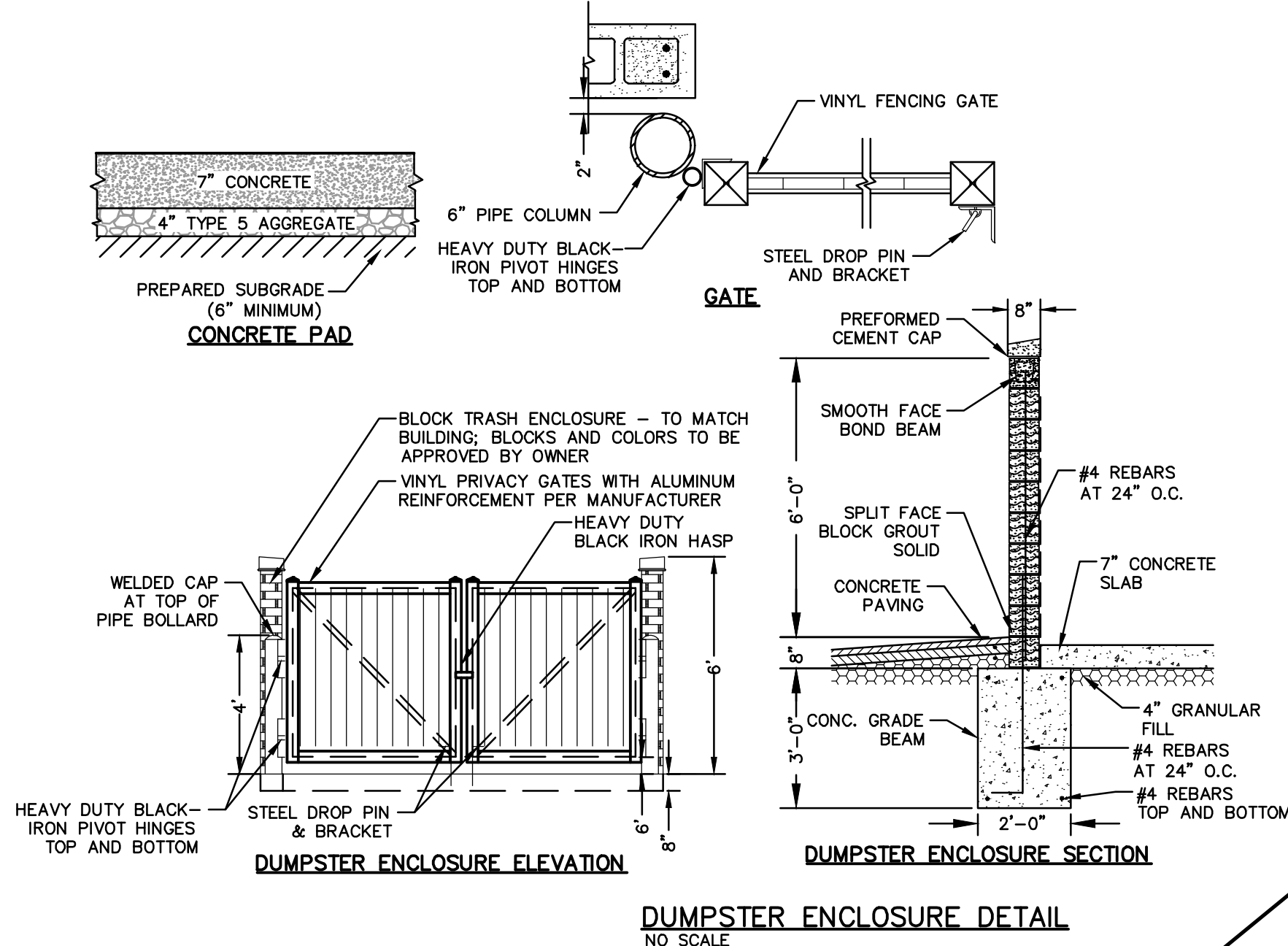
 **1-800-DIG-RITE or 811**
www.mo1call.com

MISSOURI
ONE CALL SYSTEM

<p>Two working days prior to the date of the hearing on this call, contractor shall call 1-800-DG-ERR for utility location information.</p>	<p>All OSHA rules & regulations will apply to the construction required by these plans shall be strictly followed (i.e. trenching, shoring, etc.)</p>
<p>Missouri State Certificate of Authority Numbers: 2010000046</p>	
<p>CH2M HILL</p>	
<p>North Office 8 East Main Street Wentzville, Missouri 63385</p>	
<p>636-332-4574 (tel.) 636-327-0760 (fax) wentzville@ch2mhill.com</p>	
<p>Civil Engineering Land Surveying Architecture Site Development Construction Consulting Master Planning</p>	

***SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI***

DETAILS	RETENTION:		DWN. BY:	APPR. BY:
	DATE:			
	DWN. BY:	APPR. BY:		
	EBB	MLH		
	DATE:	NOV. 2025		
	SCALE:	NO SCALE		
	PROJ. NO:	M25-9124A		
	DWG. NO:			



Project:	
Location:	
Cat.No:	
Type:	
Lamps:	Qty:
Notes:	

OPF-L-OptiForm-Large-en 04/25 page 1 of 5

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

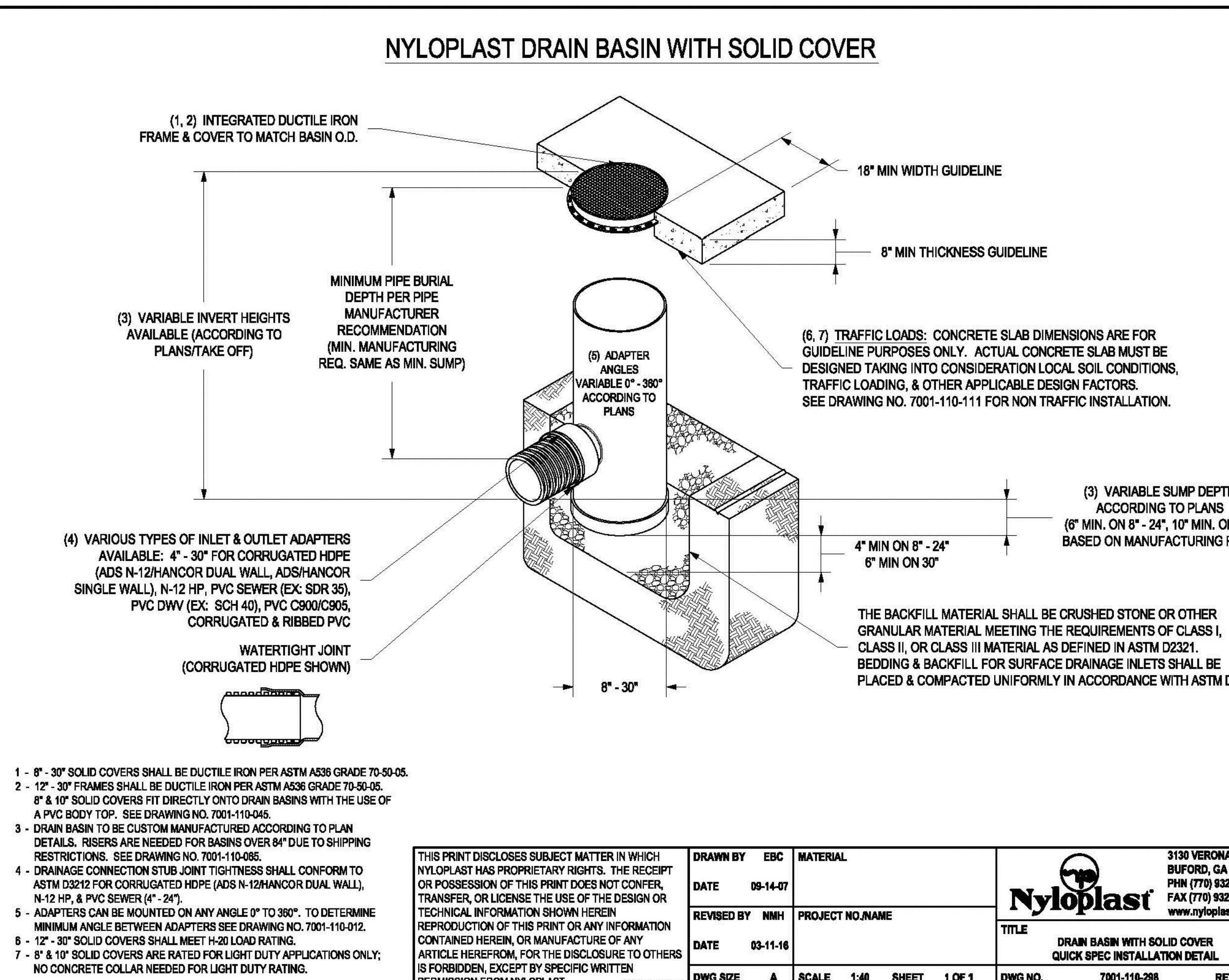
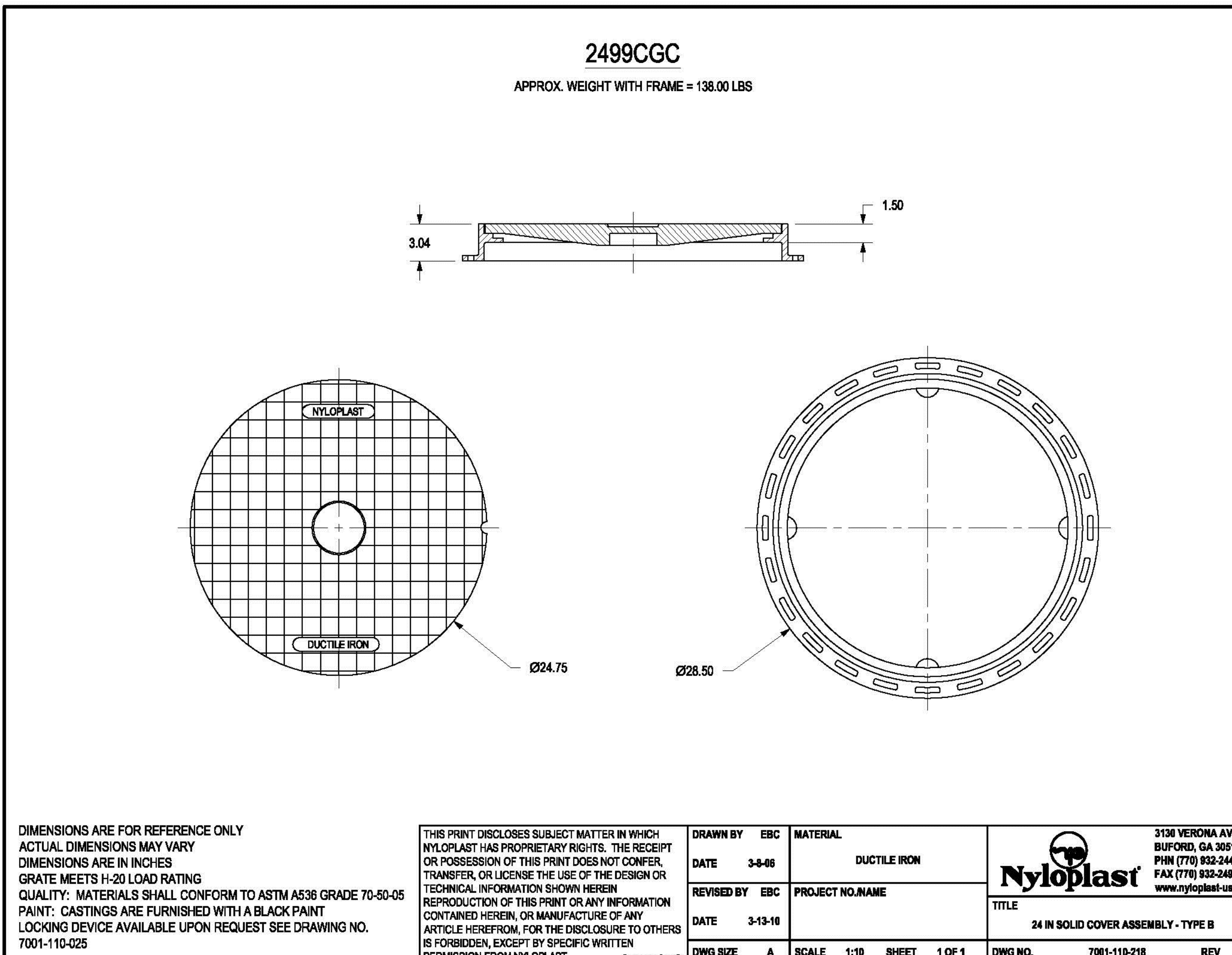
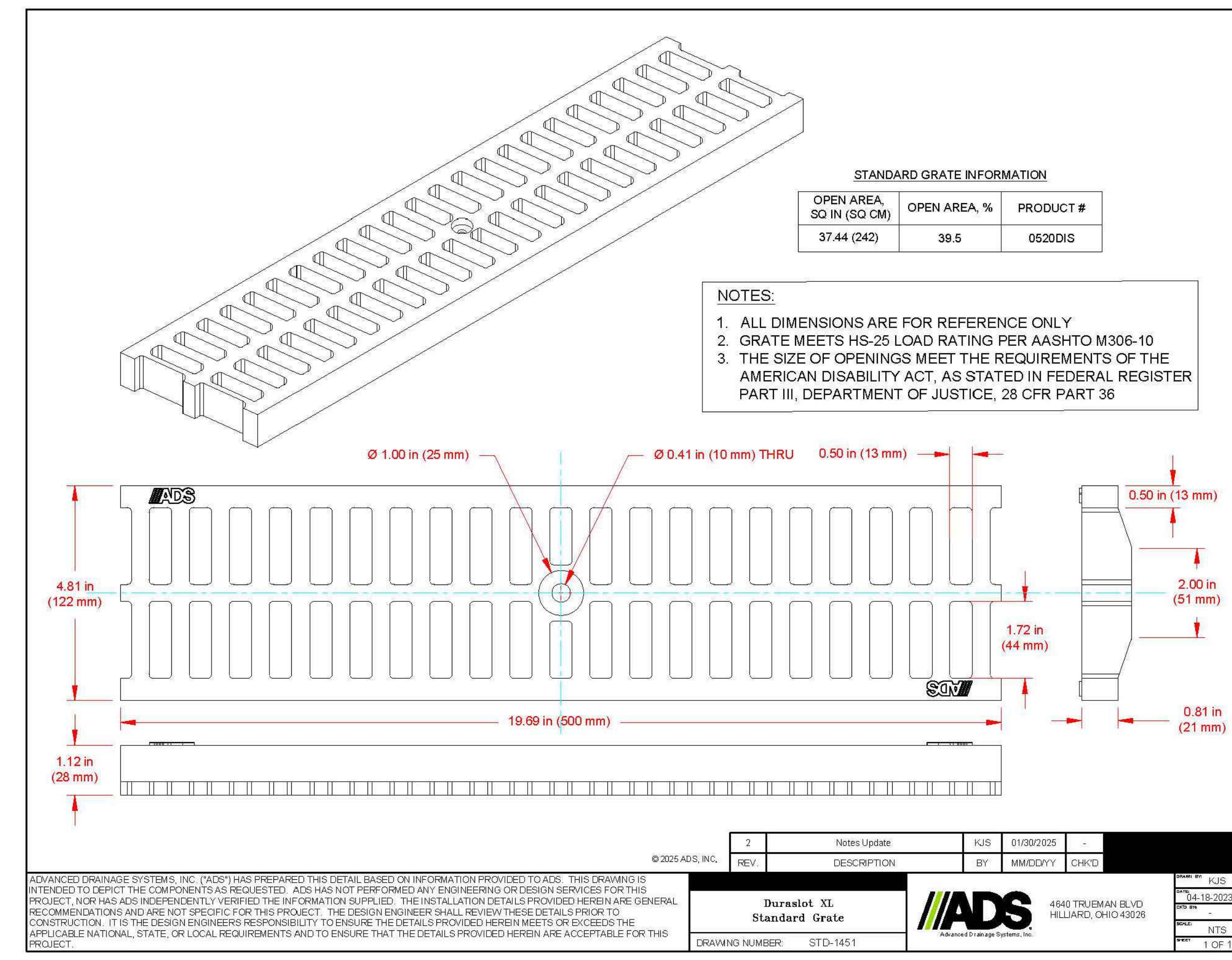
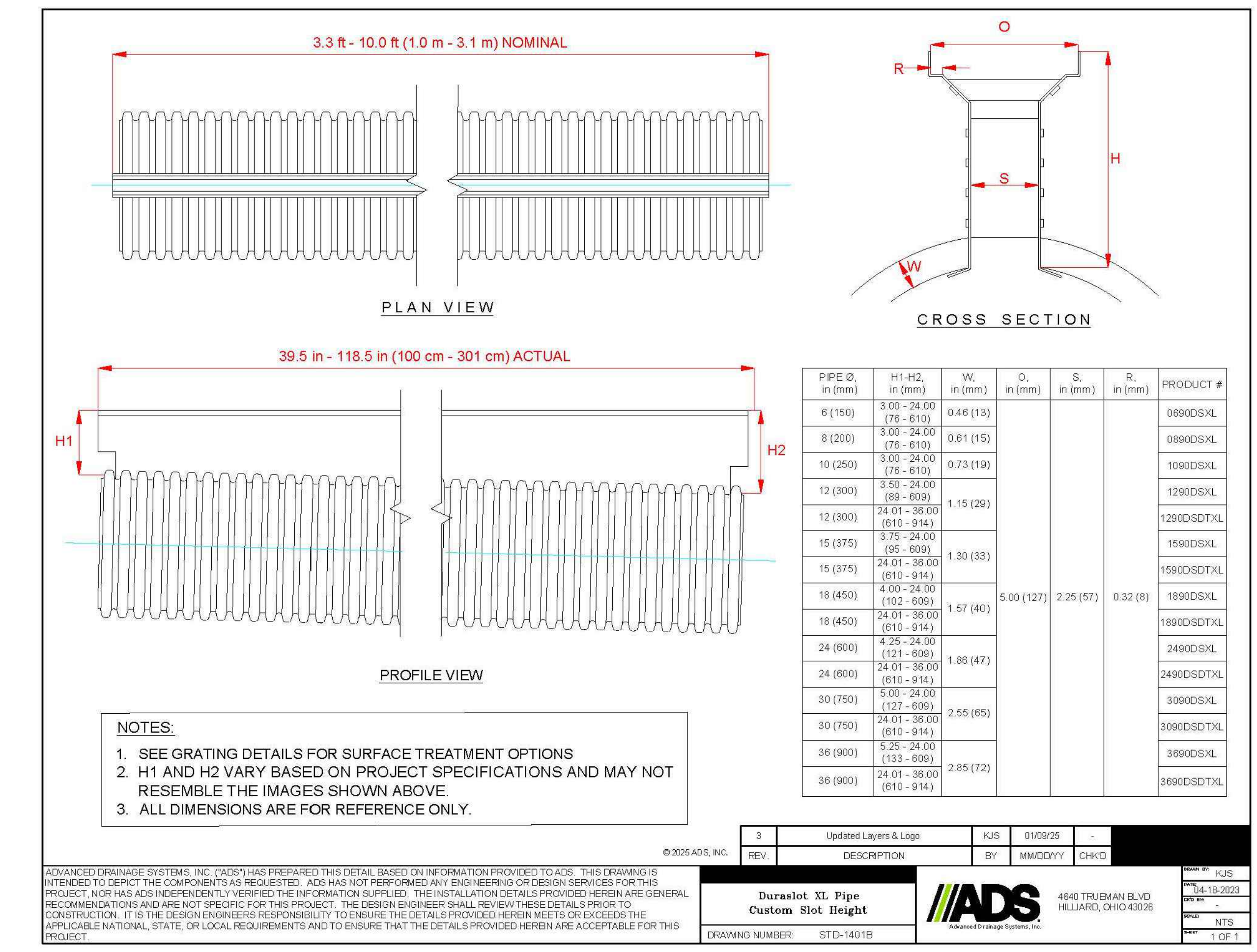
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C18

DWG NAME: J:\2025\W25-9124 - Mid-America Industrial Drive, Booneville MO\W25-9124\A\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\W25-9124A_C18A_DETAILS.dwg LAYOUT TAB: C18A DETAILS PLOTTED ON: Nov 07, 2025 - 2:43pm PLOTTED BY: Checkmon



OWNER/DEVELOPER:
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Missouri State Certificate of Authority Numbers: 0201000046

Two working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

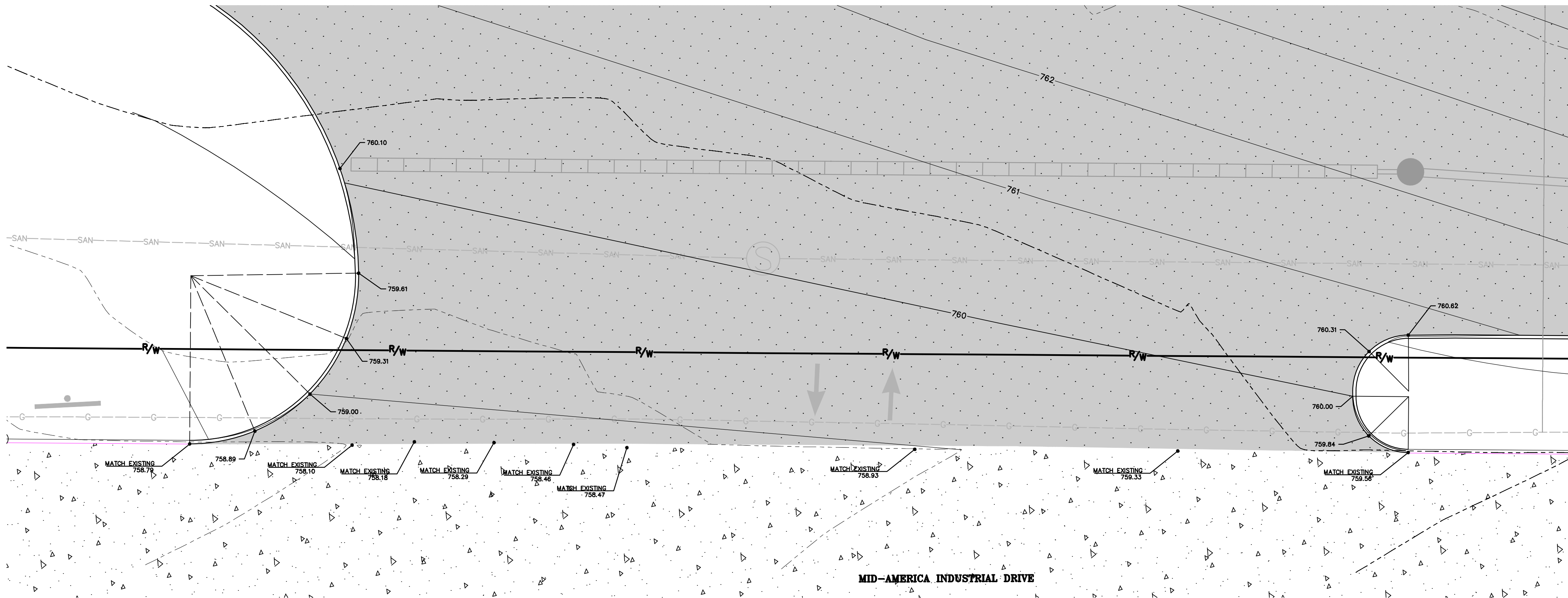
All OSHA rules & regulations apply to all construction projects. Plans and specifications must be strictly followed (ie. trenching, blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
Professional Engineer
No. 0017018980
PE-2017018980

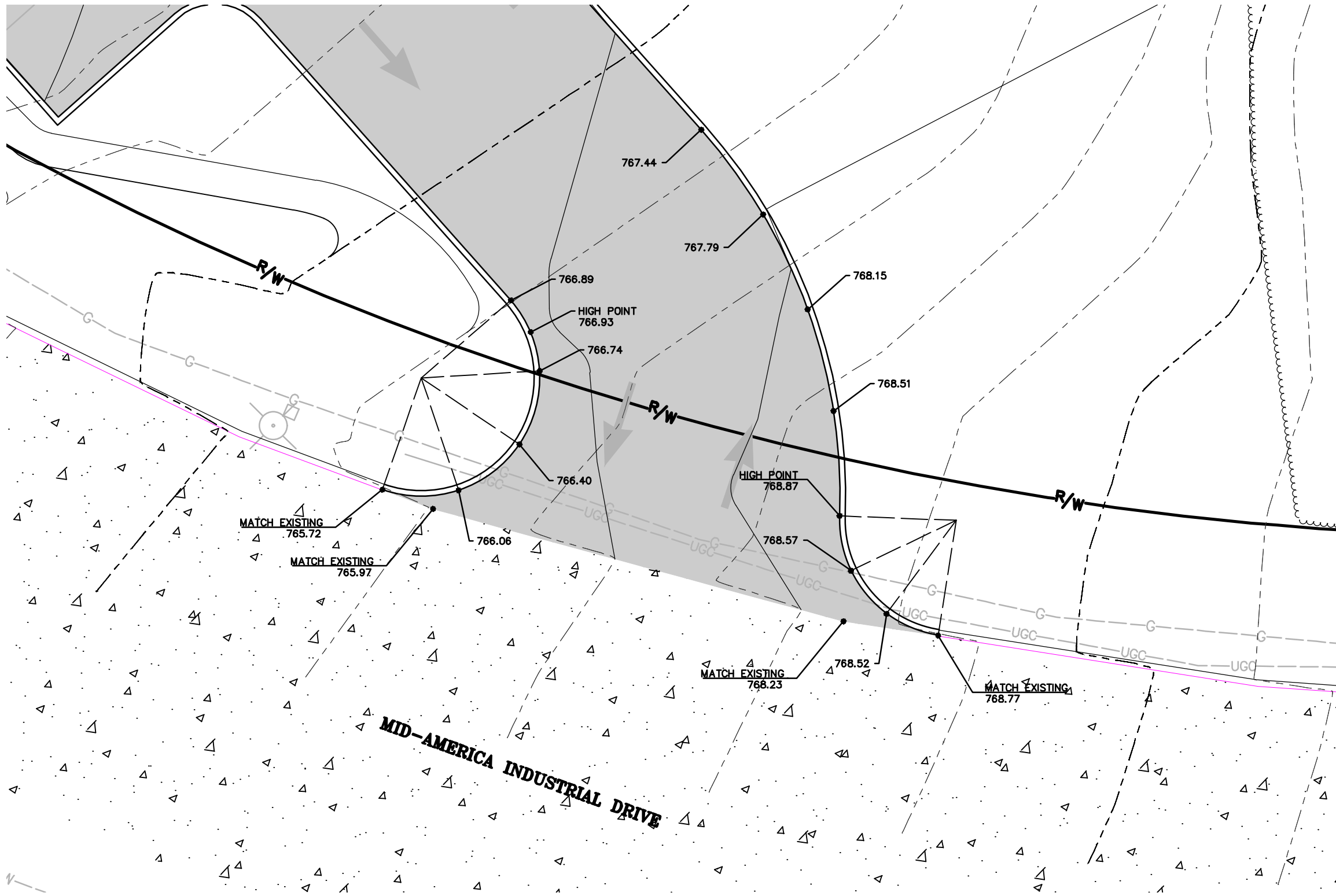
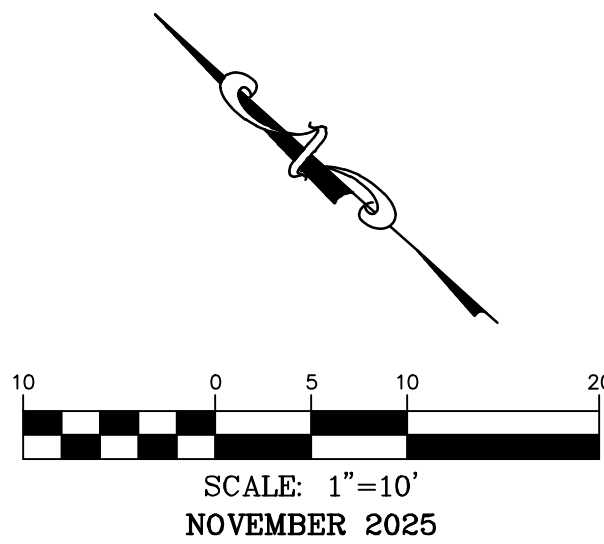
SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI

DRAWN BY: EBC
DATE: NOV. 2025
SCALE: NO SCALE
PROJECT NO: M25-9124A
DWG NO: C18A

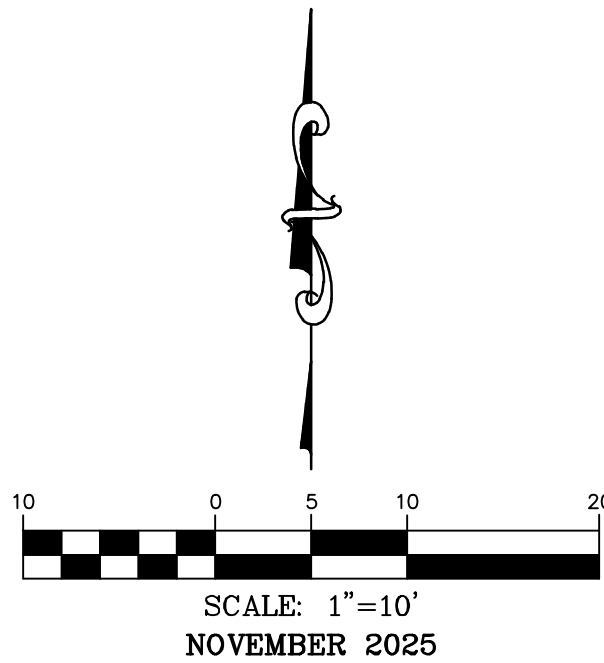
WARPING DETAILS



NORTHWEST ENTRANCE WARPING
SCALE = 1:10



SOUTHEAST ENTRANCE WARPING
SCALE = 1:10



OWNER/DEVELOPER:
COR DEVELOPMENT
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plans shall be strictly followed
(ie: trenching, blasting, etc.)

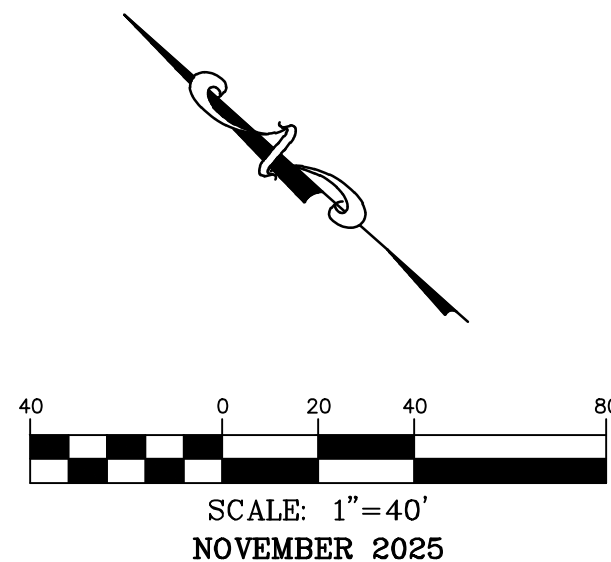
STATE OF MISSOURI
MICHAEL L. HACKMEISTER
PE-2017018980

**SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI**

WARPING DETAILS

DATE:	DATE:	DATE:	DATE:
DESIGN:	APP'D. BY:	DESIGN:	APP'D. BY:
EBB	MLH	EBB	MLH
NOV. 2025	NOV. 2025	NOV. 2025	NOV. 2025
SCALE:	SCALE:	SCALE:	SCALE:
1" = 10'	1" = 10'	1" = 10'	1" = 10'
PROJ. NO.:	PROJ. NO.:	PROJ. NO.:	PROJ. NO.:
M25-9124A	M25-9124A	M25-9124A	M25-9124A
DWG. NO.:	DWG. NO.:	DWG. NO.:	DWG. NO.:
C19	C19	C19	C19

LANDSCAPE PLAN



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:

- CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. PLANT QUANTITIES ON PLANS PREVAIL OVER THOSE LISTED IN PLANT LIST.
- 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.
- CONTRACTOR SHALL COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPING WITH THE OWNER'S REPRESENTATIVE.
- 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.
- FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE SHALL BE MATCHED FOR SIZE AND FORM.
- CONTRACTOR SHALL COORDINATE SCHEDULE AND STAKING/LOCATION OF BED EDGES WITH IRRIGATION CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE SODDED.
- ALL SEEDED AREAS ON SLOPES OF 3:1 OR GREATER SHALL HAVE EROSION CONTROL BLANKETS AS SPECIFIED.
- SEE CIVIL AND ARCH. DWGS FOR EXISTING AND PROPOSED CONDITIONS.
- SEE SPECIFICATIONS FOR ADDITIONAL NOTES AND REQUIREMENTS.
- SEE PLANTING SOIL SPECIFICATIONS-SECTION 02301-FOR SOIL DEPTH AND QUALITY REQUIREMENTS IN LAWN AND PLANTING AREAS.

NOTE: PLANTINGS MAY NOT BE IN UTILITY EASEMENTS.

NOTE: ALL DISTURBED AREAS TO BE SEEDED AND STRAWED.

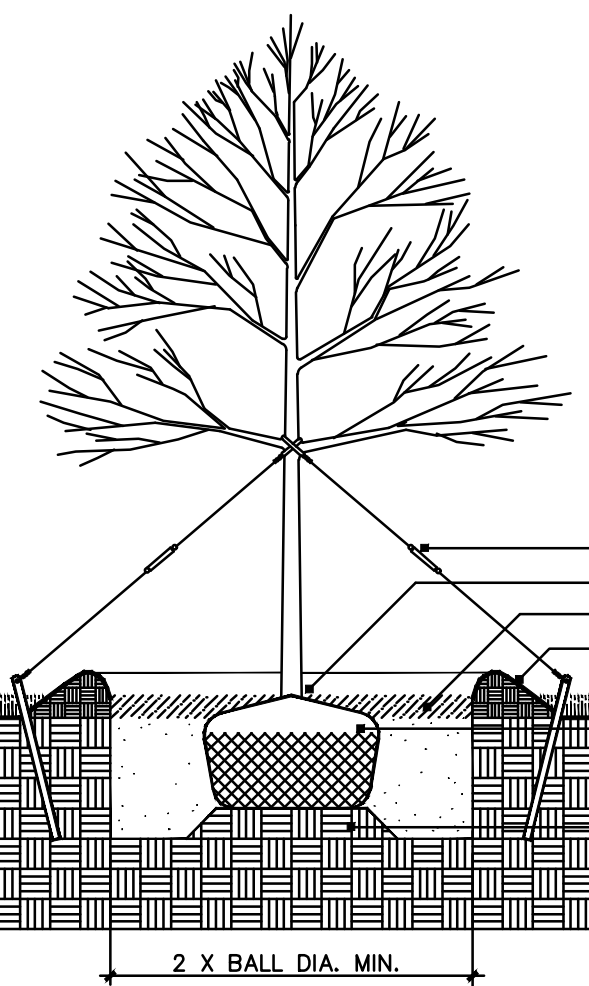
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PLANT SCHEDULE

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

NOTES:

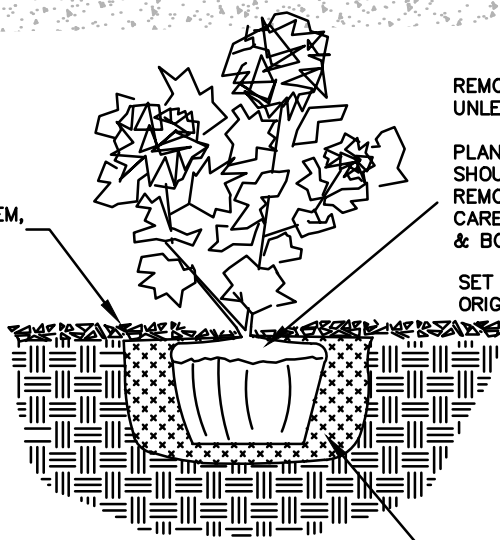
- WATER THOROUGHLY FOLLOWING PLANTING.
- SIZE OF HOLE REQUIRED VARIES WITH CONTAINER SIZE, BUT MUST BE LARGER THAN CONTAINER ON ALL SIDES AND BOTTOM.
- AVOID DAMAGE TO ROOT STRUCTURE IN HANDLING & PLANTING.



DECIDUOUS TREE PLANTING

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

SPECIFIED MULCH:
1/2" DEEP AT STEM
2" DEEP BETWEEN PLANTS



REMOVE ALL CONTAINERS UNLESS PLANTABLE.
PLANTABLE CONTAINERS SHOULD HAVE UPPER 1/3 REMOVED & BE SLIT CAREFULLY AT SIDES & BOTTOM.
SET PLANT MATERIAL AT ORIGINAL SOIL LEVEL.

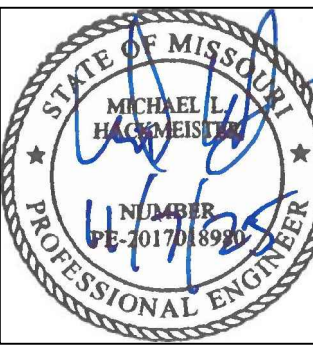
SPECIFIED PLANTING MIX

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Missouri State Certificate
of Authority Numbers:
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MICHAEL L. HACKMEISTER
PE-2017018980

SITE DEVELOPMENT PLANS
AECI UTILITY SOLUTIONS
BOONVILLE, MISSOURI

DATE	BY	APP'D. BY
NOV. 2025	EBB	MLH
SCALE		1:40
PROJ. NO.		M25-9124A
DWG. NO.		C20

**CITY OF BOONVILLE
PLANNING AND ZONING COMMISSION MEETING
MINUTES OF DECEMBER 9, 2025**

VOTING MEMBERS PRESENT

- 1) Clark Greis
- 2) Brooks Rapp
- 3) Sy Harvell
- 4) Ned Beach
- 5) Steve Hage

VOTING MEMBERS ABSENT: Ernie Ueligger, Josh Snoddy,

STAFF/PRESENTERS/GUESTS

Jeff Ditto
Kate Fjell
Mike Hackmeister, Cohran Engineering

1. CALL TO ORDER: Mr. Hage called the meeting to order at 6:01 p.m. Roll call was taken with five (5) 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. Final Site Plan Review for 2415 Mid America Industrial Drive

Mr. Hage stated that the final site plan before the Commission is for the spec building and the Commission reviewed the preliminary plan previously. Staff and City Engineer have reviewed the plans and have identified several items and that all the items have been addressed except for a stormwater item. Mr. Hage stated that Mr. Hackmeister was available for questions. Ms. Fjell stated that staff recommendation is to approve the plan and hold the building permit pending resolution on the outstanding stormwater issue.

Mr. Beach moved, and Mr. Greis seconded a motion to approve the final site plan and hold the building permit until the outstanding stormwater issue is rectified. Ayes: Beach, Greis, Harvell, Rapp, Hage (6); Nays: None (0); Abstain: None (0)

6. MISCELLANEOUS:

None

7. ADJOURN

Mr. Greis moved, and Mr. Rapp seconded a motion to adjourn the meeting. The motion passed unanimously.
The Meeting adjourned at 6:20 PM

Respectfully submitted,

Kate Fjell, City Administrator

Kate Fjell, City Administrator

City of Boonville
Airport Board Meeting Minutes
September 4, 2025

The Airport Board met on September 4, 2025, at 5:30 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following staff and Council Representative were present: Teresa Studley, Assistant to City Administrator; and John Taylor, Airport Manager. Brad Wooldridge, City Counselor; and Andrew Cowherd, Ward 3 Councilman were absent.

NOTICE POSTED: Wednesday, September 3, 2025, at 3:52 p.m.

ROLL CALL

The following members were present: Ken Brownfield, Bob Irish, Logan Pfeiffer, Ross Norbury, and Kyle Thacher.

APPROVAL OF MINUTES FROM JUNE 5, 2025

The minutes were approved as presented.

UNFINISHED BUSINESS

FINAL TAXI LANE RECONSTRUCTION PROJECT UPDATE

Ms. Studley gave a project update to the board. Larry Wagner from Lochner Engineering submitted an email and final project letter confirming that the inspection was completed on July 25, 2025. Those present at the inspection included John Taylor, Larry Wagner of Lochner, Ian Daly from Clarkson Construction, and representative from MoDOT arriving later. The final striping and sealant corrections have been completed, and no additional issues remain. The total cost of the project currently stands at approximately \$1,300,000 with a few outstanding invoices from Lochner still pending. The City's share of the cost is 10%, and the remaining funds are reimbursed through MoDOT. Some reimbursement delays have occurred in the past, but MoDOT has indicated they will process future reimbursements more promptly. Currently, about \$900,000 in reimbursements is outstanding. Funding for the project was advanced from the city's gaming funds, with reimbursement expected from MoDOT upon project closeout.

NEW BUSINESS

PROJECTED BUDGET PLANS

Discussion then turned to the Capital Improvement Plan (CIP) and projected budget. Ms. Studley explained that the CIP is a "living document" that is updated as airport needs arise. MoDOT determines project priorities based on its regular inspections, which focus primarily on infrastructure preservation and safety rather than aesthetic improvements. One upcoming

priority project is the installation of a perimeter fence on the west side of the airport. This project would improve safety and appearance along the access road. The Parks Department may be able to complete the fencing work in-house to reduce costs. If the fence remains incomplete, MoDOT could classify it as a higher safety concern, potentially moving it up on the state's project priority list. Members discussed fencing materials, cost estimates, and the growing need due to nearby residential development.

The committee also discussed the condition of the terminal building. MoDOT has not identified the need for a new terminal, as the current facility is in good working order. Comparisons were made to the Clinton, Missouri airport, which received only a minimal new facility to meet specific operational requirements. If Boonville residents desire a new terminal, such a project would need to be community-driven and locally funded, similar to the approach used for the city's animal shelter. In the meantime, cosmetic improvements such as painting or lighting updates could enhance the appearance of the existing terminal at minimal cost.

Next, the committee reviewed the airport's budget. Revenues from hangar and tie-down fees, fuel sales, and other operations are allocated for airport use and not mixed with unrelated city funds. Ms. Studley reviewed the operating expenditures, excluding capital improvement projects. Ms. Studley then reviewed the revenue sources including hangar fees, tie-down fees, fuel sales, and FBO operator fees. Capital projects are funded primarily through FAA and MoDOT grants and the city's gaming revenue. The city's capital projects fund included funding from gaming revenues for the taxi lane reconstruction project, which the city advanced up-front pending state reimbursement.

MISCELLANEOUS

Ms. Studley informed the committee that the next meeting will be held on December 4, 2025, at 5:30 p.m.

There was no further miscellaneous.

ADJOURN

Mr. Irish moved, and Mr. Thacher seconded the motion to adjourn at 5:58 p.m. and the voice vote was unanimous.

Respectfully Submitted,



Teresa Studley, Assistant to City Administrator



Jesse Viertel Memorial Airport Board
CANCELLED MEETING

December 4, 2025
5:30 p.m.
City Council Chambers
525 E. Spring Street
Boonville MO 65233

Thursday, December 4, 2025, meeting of the Jesse Viertel Memorial Airport Board has been cancelled due to lack of quorum.



December 10, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: Council Meeting Notes, Budget Notes and Comments 12.15.25

Welcome to the last meeting of 2025!

It has been a busy and successful year for the City. I wanted to include some notable projects that were completed in 2025.

- Bathroom on the back 9 at Hail Ridge golf course
- Addition of ADA playground equipment and new playground surfacing at Lions Park (thanks to local citizens for helping to bring this to reality!)
- Aquatic Center pool padding
- The purchase of crack sealing equipment – which enabled us to do significant first phase work to maintain our streets.
- Starting the first significant water and sewer projects, improving critical infrastructure
- Purchase of a pumper truck

Beyond the capital projects, additional projects completed include

- Annexation and plan review of Ballparks Central (to open in March)
- Renewal of a lease agreement with Josh Black for continued operations at Hail Ridge
- Successfully awarded 2 CDBG projects (\$1M in financial assistance), for Kemper Academic hall and the roundabout
- Successful 353 development project at the old Toastmaster property on 2nd and Vine
- Paying off the \$120,000 back fuel surcharge bill owed to WM.

There are others that could be included in this list, and I think there is much for us to be proud of; the growth and development in the City is becoming more tangible every day. I want to thank everyone of staff and Council in helping us to advance these significant projects. Our community is truly on the move!

Unfinished Business

- Second reading of solid waste: As a recap from the last memo, the proposed increase is 3.5%, with 2.5% going to the WM and 1% to the City. It averages out to a \$0.82 increase for residential customers.
- Second reading with Black Flock – this will authorize the lease agreement for Hail Ridge and provide continuity in operations.

New Business

- Agreement with Environmental Works: This is a requirement to receive the CDBG funding at Kemper to make sure the site is safe for use as a childcare facility and is not just the building but also the grounds. This is \$2950 and we should get additional funds to cover the cost of this.

- CDBG Agreement- We were notified that we were successful in our application for the 500K funding for the roundabout. Luckily, we have completed all the environmental clearances already and so we should be able to move quickly to bidding, I am hoping in the first quarter of 2026.

Quarter 3 Capital Project Update

In the packet is a quarter 3 update on capital projects. The items in mint green have been completed and the items in purple are rolling into the new fiscal year. If you have any questions on these matters, please reach out or ask at the meeting. It is nice to see how many projects have been completed, and I anticipate a few more going in the “green” category.

Budget Comments: Revenue Outlook and Insurance costs

Tonight I would like to briefly touch on some items that affect all departments and also share some of the latest revenue information. The revenues are looking to come in on budget and perhaps slightly ahead.

Description	24-25 Activity	25-26 Activity	25-26 Budget	
AMEREN UE FRANCHISE TAX	\$ 651,468.33	\$ 413,564.45	\$ 570,000.00	
CO-MO ELECTRIC FRANCHISE	\$ 9,932.30	\$ 2,639.26	\$ 10,000.00	Thru Nov
TELEPHONE FRANCHISE	\$ 30,049.14	\$ 50,458.59	\$ 16,000.00	Thru Nov
OTHER PHONE FRANCHISE	\$ 48,311.81	\$ -	\$ 65,000.00	Thru Nov
CABLE TV FRANCHISE	\$ 5,159.87	\$ 4,261.63	\$ 5,000.00	Thru Nov
WATER METER TAX	\$ 11,663.40	\$ 8,111.10	\$ 11,000.00	Thru Nov
CIGARETTE TAX	\$ 27,082.54	\$ 19,027.61	\$ 30,000.00	Thru Nov
SALES TAX	\$ 1,932,171.22	\$ 1,430,000.00	\$ 1,950,000.00	Thru Dec
Capital Sales Tax	\$ 912,068.35	\$ 694,684.00	\$ 840,000.00	Thru Dec
Parks/Stormwater Tax	\$ 921,002.56	\$ 694,658.00	\$ 850,000.00	Thru Dec
Use Tax	\$ 756,319.59	\$ 431,266.79	\$ 750,000.00	Thru Nov
Marijuana Tax	\$ 30,900.35	\$ 43,281.00	\$ 100,000.00	Thru Oct*
Motor Vehicle Tax	\$ 434,415.45	\$ 317,130.81	\$ 395,000.00	Thru Nov
Gaming	\$ 2,870,591.96	\$ 2,231,981.94	\$ 2,975,000.00	Thru Nov

*The Marijuana sales tax is paid quarterly, so we will get the next payment in January 2026 which will be the last payment for this fiscal year.

Health Insurance: The City is self-funded, and it has been for some time. The transition to embedding Big Tree continues to help the program modify its costs and is a general benefit to the employees. The aggregate deductible in our insurance fund is 79%; ideally, we would be at 80%. I think these increases this year will help get us to the 80% threshold for next year. The employee contribution was moderately increased \$2-5 per month.

General Insurance:

This year is a mixed bag on insurance premiums. We saw a reduction in premiums on earthquake policies (the city has 2) and our cyber policy. The general liability policy went up 12% this year. The reason for the increase is not because the City had significant claims, in fact we only have one open claim from 2025 but due primarily to external factors in the insurance market. First, the City has slowly been increasing the total insured value (TIV) of city property. We have slowly been increasing the schedule of values for the past several years to try and bring them closer to actual values. Additionally, rising construction costs, storm activity in Missouri, and increased cost on vehicle insurance are all in part responsible for the 12% increases. We did bid the insurance back out and the 12% increase represents the best bid received.

Basic Policy Info

Policy #	Policy Period	Line of Business	Company (Carrier)	Premium
U24PKG80108-06	01/01/2026 - 01/01/2027	Commercial Property, Business Auto, General Liability, Errors and Omissions, Inland Marine (C), Commercial Terrorism, Umbrella(C)	Tokio Marine/HCC - Higginbotham	Expiring \$297,840 Renewal \$366,918
NHD948205	01/01/2026 - 01/01/2027	Earthquake (C)	RSUI / Higginbotham	Expiring \$54,475 Renewal \$49,378
00111366-4	01/01/2026 - 01/01/2027	Excess Earthquake (C)	James River / Higginbotham	Expiring \$32,744 Renewal \$29,890
C-4LPT-158752-CYBER-2025	01/01/2026 - 01/01/2027	Cyber Liability	Coalition / Burns & Wilcox, Ltd.	Expiring \$11,144 Renewal \$10,805
11000554	01/18/2026 - 01/18/2027	Aviation	CRC Group	Expiring \$4,436 Renewal TBD

Workers Comp:

We have yet to receive a workers comp premium rate yet, however I am anticipating a minor increase. From a safety perspective, we had another excellent year, and staff worked safely and consciously which should keep out e-mod low.

Lagers:

We have not yet received rates for Lagers, however I am sure there will be some continued increases; albeit less than last year when we absorbed the increased modifier.

Capital Projects Update: December 2025

Sewer and Water Projects				Q3 Update
Lead Service Line Inventory- Total Project 200,005 Total Cost, ARPA reimbursement portion \$165,984.15		06-07-4080	\$32, 885 (ARPA Reimbursement being paid through 07)	Outstanding - \$82350 Grant: \$68342.27 City: \$14008
		06-07-3060	\$20,000	
TOTAL			\$52, 885.00	
Water/Street/Sewer Projects**	Water Imp.- Contract		Water Roll over- \$300,000	Contract executed \$1,710,530.69
	Water Imp.- Contract		Water Reserves: \$150,000	In progress, \$1.5 outstanding
	Water Imp.- Contract	06-607-4080	\$375,000	Rollover to FY 26-27
	Sewer cap. Improvements- Contract		Sewer Roll over- \$300,000	
	Sewer cap. Improvements- Contract	08-808-4100	\$525,000	
	Water – Prof. Services	06-06-3060	\$70,000	
	Sewer- Prof. Services	08-08-3060	\$70,000	
TOTAL			\$1,810,000	

Roundabout					
<i>Preliminary Engineering</i>			<i>\$121,622</i>	<i>Paid in FY 24-45</i>	
Cost Share portion	\$200,000 \$343,280 \$400,000 \$106,535	05 Reserves 05-501-3100 17-171-4361 01 Reserves	\$1,049,815	Decoupled from I70, will bid in Feb/March	Received \$500k in CDBG funds City Potion: \$558,815.00
ROW Acquisition		17-171-4361	\$10,000		
TOTAL			\$1,181,437		

17- Gaming TAP Project – Sidewalks at Ashley Road				Notes/Updates	Q3 Update
	17-171-4361	MP&I	\$75,000 (Roll Over from FY 24-25)	Project Started, approved preliminary plans on 2/5	Likely a rollover to FY 26-27

17- Gaming Airport Grant Match Project				Notes/Updates	Q3 Update
	17-1714361	MP&I	\$137,345 (Roll Over from FY 24-25)	Project to start Spring 2025	Done

Kemper Projects					Q3 Update
Johnson Field House	21-211-4130	JFH Improvements	\$1,013,400		Finished
A and D Barracks Abatement	21-211-4150	Other Kemper Projects	\$1,000,000	15K outstanding	Finished but waiting for clean wipe samples
Academic Hall Project	21-211-4140	Academic Hall- Professional Services and minimal construction	\$500,000	CDBG Grant Funding received 500K, minimal construction in FY 25-26	
Gym heat at Johnson Field House			\$150,000	Getting quotes now	
TOTAL					

06- Water				Notes/Updates	Q3 Update
	06-03-3120	\$124,826	USG Water Towers Maintenance		Done
	06-03-3120	\$26,125	Hach Maintenance Agreement		Done
	06-07-4020	\$5,000	GIS Development-Split		Due in January
	06-01-3060	\$25,000	GeoSyntec WTP Permitting		In Progress
	06-07-4030	\$60,000	Meters-Split		90% done
		\$5000	MidCo Diving		Not doing
	06-02-2500	\$50,000	Exercise Valve Replacement		Some done 10%
	06-07-4172	368000	USG Filter Changing		Cancelled filters, ordered valves
TOTAL					

08- Wastewater				Notes/Updates	Q3 Update
	08-05-3120	\$6000	Hach Maintenance Agreement		Done
	08-08-4020	\$5,000	GIS Development-Split		Due in January
	08-08-3060	\$25,000	GeoSyntec WTP Permitting		In progress
	08-08-4030	\$60,000	Meters-Split		90% Done
	08-08-4080	\$60,000	Lift Station Pumps		Done
TOTAL					

05- Police (\$65, 826)				Notes/Updates	Q3 Update
	05-501-6030	\$6500	22 Glocks- Replacement		Done
	05-501-6050	\$12,000	Computer Equipment	Server Storage – possibly need more storage	2 Desktop No Server Needed - Done
	05-501-6010	40,000	LPR Cameras	4 Cameras	1 st quarter 2026
	05-501-6070	20,000	Firing Range Repairs	Roof On Building Berm Extension	Done
TOTAL		\$58,500			

05- Fire (\$65, 826)				Notes/Updates	Q3 Update
	05-501-7010	\$65826		Includes 50K for fire truck	Helmets, radios, hose, equipment, training Done
	01 Reserves 05 Reserves		2014 Pumper Truck	\$430,000	Done
TOTAL					

05- Animal Control (\$18,648)				Notes/Updates	Q3 Update
	05-501-8020	\$5000	Vehicle Equipment – for new car	AC will get a rolled off PD vehicle. May need cages or other equipment	Done
	05-01-8010	\$13,648	Other- expansion of K9 grass	Foundation can also provide funds	Done
TOTAL					

05- Streets (\$516,280)				Notes/Updates	Q3 Update
	05-501-3100	\$110,000	Crack sealer purchase and material (in house work)		Purchased
	05-501-3100	\$60,000	Misc. Concrete repair (inhouse)		Partially completed
	05-501-3102	\$15,000	Sidewalk		In Progress
	05-501-3100	\$343,280	Main Street Roundabout (additional \$300,000 in use tax dedicated to project)		
	O5 Reserves	\$200,000	Main Street Roundabout		
TOTAL		\$231, 280			

05- Parks (\$240,310)				Notes/Updates	Q3 Update
	05-501-5010	Other	\$58,310	Unencumbered	
	05-501-5025	Equipment	\$19,800	Lawnmower	Purchased
	05-501-5030	Harley Park Bleachers	\$30463.10		Done
	05-501-5045	Rolling Hills	10,000	Unencumbered	
	05-501-5050	Lions Park	\$50,013	ADA Accessible play equipment and new play padding	Done
	05-501-5055	Hail Ridge	\$20,000	Bathrooms on back 9	Done
	05-501-5060	Aquatic Center Imp	\$25,000	Pool Padding and lights	Purchased
	05-501-5080	Tree Program	\$4000	Annual	Done
	05-501-5090	Turf Program	\$9500	Annual	Done

	05-501-5500	Aquatic Center Maint.	\$20,000		
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Gaming: 17- 171-4355 Capital Replacement \$150 000

Public Works- Streets	Hydraulic Excavator (lease)	\$5600	
Public Works- Streets	Elgin Streetsweeper (lease)	\$51,098	Done
Public Works- Streets	Push PLOW Attachment	\$5000	Done
Public Works – Streets	2 Buckets	\$2500	Done
IT City Wide	Camera Upgrades	\$15,000	Done
IT City Wide	City Hall Cameras	\$18,900	Done
Public Works	ADA Door Openers	\$6350	Done
Unencumbered		\$45,520	
TOTAL		\$150,000	

Gaming: 17-171-4361 MP&I \$700,000

PW Streets	TAP Sidewalk Match (Roll Over)	\$75.000	
Airport	Airport Taxi lane – Grant Match (Roll over)	\$137,345	Done
PW Streets	Roundabout	\$400,000	
IT Upgrade/Replacement	Servers, Storage, Computer	\$79,800	Done
MP&I Misc	Unencumbered	\$222,200	
TOTAL		\$702,000 (does not reflect roll over numbers)	

20: Parks and Stormwater

Stormwater Project	Ashley/4 th	\$110,000	4 th Street 80% Done
TOTAL		\$110,000	

Public Works Monthly Report
November 2025

Water Treatment Plant

Plant Influent from River: 29,763,000 gals

Plant Effluent to System: 28,259,000 gals

- Utility Service Group came in & inspected the Krohn Tower & 1 million Gallon Clearwell. Waiting on reports.
- WTP had a power outage that shorted out a mixer in the Krohn Tower and had to order a new one.
- Maintenance was performed on the UV system and UV sensor was sent to manufacturer for yearly calibration.

Wastewater Treatment Plant

Total flow processed - 22,440,000 gals

Average daily flow - 748,000 gals

Sludge disposed – 82.25 Tons

- Love's lift station pump maintenance due to an electrical issue and replaced the fuse that went out.
- Wastewater Treatment Plant pulled the pump at Logan's Lake lift station after a power outage and found that the pump had shorted out. Took to get repaired.
- During the power outage 3 other lift stations had starter failures and needed to replace. (Hail ridge, Scenic, and Industrial)

Water Distribution / Sewer Collection:

Jetted problem sewer areas

Sewer hookup on Jackson Road

Installed 3 new water services

Water leak under maintenance shed at Hail Ridge Golf Course

Installed 11 new meters

Street Department:

Assisted with sewer hookup on Jackson Road

Prepared trucks for snow removal

Storm drain project at 4th St & Ashley Road

Street Sweeping

Picked up yard waste

Central Garage:

Vehicles serviced and inspected – 9

Vehicle and equipment repairs – 10

Weather:

Average Temperature –45°

High Temperature – 79° November 15th, 2025

Low Temperature – 23° November 11th, 2025

Total Rain – 2.73"

Maximum Rain – 0.79" November 22nd, 2025

AECI Utility Solutions Invests in Missouri Expansion with Boonville Distribution Center

Boonville, Mo. – December 9, 2025 – Arkansas Electric Cooperatives, Inc. (AECI) Utility Solutions has selected Boonville, Missouri, for its newest distribution center. The new facility will feature approximately 50,000 square feet of warehouse and office space, along with an additional 10,000 square feet of covered storage, all situated on over 8 acres of land.

“AECI Utility Solutions’ decision to establish in Boonville is yet another example of Missouri’s status as an ideal business location,” said **Governor Mike Kehoe**. “Investments like these prove that our state has what employers, of all sizes and industries, need to succeed. We’re proud to welcome AECI Utility Solutions to the Show-Me State as it creates jobs and supports our growing energy needs.”

“Our expansion into Boonville marks an important milestone for AECI Utility Solutions,” said **Jason Allen, Chief Commercial Officer for AECI Utility Solutions**. “This new distribution center will strengthen our ability to serve electric cooperatives and public power providers across the region, ensuring the timely delivery of critical infrastructure materials. We are committed to supporting the communities we serve and look forward to contributing to Boonville’s continued growth.”

AECI Utility Solutions’ new Boonville location will serve as a regional distribution warehouse, supporting electric cooperatives and public power providers throughout the company’s five-state footprint. Boonville was chosen because of its central location, which will reduce the length of the supply chain. Boonville also offered available and affordable real estate. AECI Utility Solutions is investing \$7 million in the new facility and creating six new jobs.

“Boonville is proud to welcome AECI Utility Solutions to our community,” said **Mayor Ned Beach**. “This new distribution center represents a significant investment in our city’s future, creating new jobs and strengthening our role as a prime location for expanding companies. We look forward to a strong partnership that will deliver lasting benefits for Boonville and the entire region.”

“AECI Utility Solutions’ decision to invest in Boonville is a testament to our community’s strengths – a central location, skilled workforce, and welcoming business environment,” said **Ken Hirlinger, President of the Boonslick Community Development Corporation**. “We are excited to partner with AECI Utility Solutions and support their mission to deliver essential services to electric cooperatives and public power providers throughout the region.”

The primary function of the facility will be to store and distribute electric utility materials and infrastructure components, including pole-line hardware, transformers, conductors, and safety equipment. The Boonville facility will ensure the timely and reliable delivery of materials essential to maintaining and expanding the electric grid. It will also strengthen AECI’s 24/7 emergency response capabilities, enabling faster delivery of critical supplies during storms or other outage-related events.

“AECI Utility Solutions’ investment in Boonville is a powerful example of how Missouri’s location in the center of the U.S., combined with our pro-business climate, continues to attract leading companies,” said **Subash Alias, CEO of Missouri Partnership**. “This new distribution center will strengthen our state’s infrastructure and create new jobs while supporting the power grid. We are proud to welcome AECI Utility Solutions to Missouri and look forward to their continued success here.”

The company plans to open the new facility in August 2026.

About AECI Utility Solutions

AECI Utility Solutions sells a comprehensive range of infrastructure material and equipment to its five-state footprint and provides quality safety equipment testing, construction, and right-of-way services across the United States. At present, AECI Utility Solutions maintains approximately \$25 million in inventory across a network of strategically located warehouses, with 24/7 delivery capability.

About Missouri Partnership

[Missouri Partnership](#) is a public-private economic development organization focused on attracting new jobs and investment to the state and promoting Missouri's business strengths. Since 2008, Missouri Partnership has worked with partners statewide to attract companies that have created 35,400+ new jobs, \$1.8 billion+ in new annual payroll, and \$9.2 billion+ in new capital investment. Some recent successful projects that led to major investment in Missouri include Accenture Federal Services LLC, American Foods Group, Casey's, Chewy, Inc., Google, James Hardie, Meta, Swift Prepared Foods, URBN, USDA, and Veterans United.

Media Contact: Janelle Higgins | janelle@missouripartnership.com | 314.541.4911

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