

City of Kennett, Missouri

City Hall - 200 Cedar Street, Kennett, MO 63857

Phone: 573-888-9001

AGENDA

Tuesday, January 6, 2026, at 6:30 p.m.

1. Call to Order
2. Invocation – Rev. Mark Kailbourn
3. Pledge of Allegiance
4. Approval of Minutes:
 - a. Approval of Council Proceedings for the City of Kennett of December 2, 2025
 - b. Approval of Council Proceedings for the City of Kennett Closed Session of December 2, 2025
 - c. Approval of Council Proceedings for the City of Kennett Work Session of December 11, 2025
 - d. Approval of Council Proceedings for the City of Kennett Closed Session of December 11, 2025
5. Approval of November 2025 Abstract of Accounts
6. Approval of November 2025 Statement of Revenue and Expenditures
7. Approval of Fiscal Year 2023-2024 Audit for the City of Kennett
8. City Administrator's Report
 - a. Compost Tractor
9. Old Business:
 - a. Ordinance No. 3111 (Airport MoDOT Grant): An Ordinance to authorize the mayor to execute, and the City Clerk to attest thereto, a State Block Grant Agreement between the City of Kennett and the Missouri Highways and Transportation Commission providing for design and construction of the T-Hangers at the Kennett Memorial Airport
 - b. Storm Water Study from Waters Engineering, Inc. – Richard Cochran
 - c. Interim Solutions – Jeff Hancock
 - d. CDBG Grant Agreement
10. New Business:
 - a. Sale of KPD 2019 Ford Taurus
 - b. Commercial Trash Service Bids
 - c. Real Estate Lease & FBO Agreement with Jewel Aviation
 - d. Airport Management Agreement
 - e. Three Rivers College Property Cleanup (910 N. Bypass)
11. Comments from Council
12. Public Comments
 - a. Elva Miller
13. Adjourn

Closed Session: Legal per RSMo (1) and Personnel per RSMo 610.021 (3)



The City of Kennett will make every effort to honor requests for reasonable accommodations per the Americans with Disabilities Act. Requests can be made by contacting City Hall at 573-888-9001.

Council Proceedings for the City of Kennett, Missouri
December 2, 2025
6:30 p.m.

The City Council of the City of Kennett, Missouri met in regular session at 6:30 p.m. at City Hall on Tuesday, December 2, 2025.

Those in attendance were Mayor Jake Crafton, Council Members Lisa Dry, Randy Carter, Mark Bryant, James Waynick, Harry Gaddis, Kevin Swain, Dennis Pelts, Steve Panousis, Jimmy French and Bob Young, City Administrator Steve Rasmussen, City Attorney Terry McVey, City Clerk Mandy Lewis, Finance Director Jan McElwrath, Chief of Police Kenny Wilson, Fire Chief Lance Davis, Code Enforcement Officer Victor Mode, Street Superintendent Gerald Moss and Rental Inspector Brian Hufford.

The meeting was called to order by Mayor Crafton.

Pastor Mark Kailbourn gave the invocation.

Council Member Pelts led the Pledge of Allegiance.

A motion to approve the council proceedings of the regular meeting of November 4, 2025, was made by Council Member Waynick, seconded by Council Member Young; motion passed.

A motion to approve the October 2025 Abstract of Accounts was made by Council Member Panousis, seconded by Council Member Carter; motion passed.

A motion to approve the October 2025 Statement of Revenue and Expenditures was made by Council Member Panousis, seconded by Council Member Carter; motion passed.

A motion to approve the October 2025 Kennett Board of Public Works Financials was made by Council Member Waynick, seconded by Council Member Gaddis; motion passed.

City Administrator's Report:

a. 2026 Municipal Election Information

City Administrator Rasmussen recognized City Clerk Lewis to inform the Council regarding the Municipal Election. She informs the Council that the Municipal Election will be held on April 7, 2026. Candidate filing opens on Tuesday, December 9, 2025, and closes on Tuesday, December 30, 2025. She also informs that City Hall is open Monday through Friday from 8:00 am to 5:00 pm excluding holidays.

b. Update on Rental Properties

City Administrator Rasmussen recognized Code Enforcement Officer Victor Mode to update the Council regarding the inspections on rental properties. Code Enforcement Officer Mode informs there have been 368 inspections performed since January 1, 2025. He states that Mr. R. Cook is continuing to have properties inspected and passed per the agreement he made with the City Council.

c. Update on 411 Cedar Street

City Administrator Rasmussen recognized Code Enforcement Officer Victor Mode to update the Council regarding the property located at 411 Cedar Street. Code Enforcement Officer Mode states the property is approximately 95% complete. He informs that progress will continue to be monitored.

d. Salary Study/Job Descriptions

City Administrator Rasmussen informs the Council that work is continuing on the Salary Study and Job Descriptions. He states that both will be presented after the first of the year.

e. Stormwater Study

City Administrator Rasmussen informs the Council that Mr. Cochran with Water's Engineering was unable to be present at the meeting due to personal reasons. He further states that Mr. Cochran will provide a Stormwater Study, at no cost to the City, and it should be presented at the next City Council meeting.

f. Leaves & Grass

City Administrator Rasmussen recognized Street Superintendent Gerald Moss. Superintendent Moss informs the Council and public about the issues that can be caused when leaves and grass are raked and/or blown into the streets.

Kennett Chamber of Commerce Update:

Kennett Chamber of Commerce Executive Director Christian Johnson informs the Council and public about the Just a Small-Town Christmas events coming up. Mayor Crafton discussed the City departments that will be helping with the Just a Small-Town Christmas event. Chief of Police Wilson states additional officers will be on foot during the event. He states the Chamber received a Marketing Development Grant for the development of a new logo. He states the logo will be shared with the City Council in the near future.

Old Business:

a. Bids for KPD 2019 Ford Taurus

City Administrator Rasmussen recognized Chief of Police Wilson to present bids to the City Council. Chief Wilson states there were four bids received on the 2019 Ford Taurus. The bids were as follows: Danny Lacewell - \$751.61, Gene Lack - \$8,855.00, Emergency Remarketing - \$1,378.18, and Ringwood Motors Inc. - \$1,080.00. Chief of Police Wilson recommends the City Council approve the bid from Gene Lack in the amount of \$8,855.00.

A motion to accept the bid from Gene Lack in the amount of \$8,855.00 was made by Council Member Bryant, seconded by Council Member Pelts; motion passed.

b. Appointments to Park Board

A motion to approve Trey Bradford, Crystal Hrissikos and Darrell Watson to the Kennett Park Board was made by Council Member Bryant, seconded by Council Member Dry; Council Member Panousis abstained due to a family connection with one of the nominees; motion passed.

c. 60-day Provisional License

City Administrator Rasmussen recognized Code Enforcement Officer Mode to inform the Council of the requests. Code Enforcement Officer Mode states Mr. Cook has requested an extension of the 60-day Provisional License that was agreed upon with the City Council. Officer Mode informs that Mr. Cook is progressing in getting all of his properties inspected, however, he is beginning to reach the properties that will need considerable repairs so the number he completes may slow down.

A motion to approve an extension, with the same conditions, to the 60-Provisional License with Mr. Cook beginning December 3, 2025, was made by Council Member Young, seconded by Council Member Gaddis; motion passed.

Code Enforcement Officer Mode informs the Council that Mr. Cunningham has requested a 60-day Provisional License be issued with the same provisions as Mr. Cook's. Officer Mode states Mr. Cunningham currently has 62 properties needing to be inspected.

A motion to approve a 60-Provisional License with Mr. Cunningham beginning December 3, 2025, was made by Council Member Waynick, seconded by Council Member Bryant; motion passed.

d. Update on Grants

Finance Director McElwrath updates the Council on multiple grants she is working on.

New Business:

a. Resolution 2025-9

City Administrator Rasmussen recognizes Chief of Police Wilson to discuss Resolution 2025-9. Chief of Police Wilson states there is a state statute that allows for the towing of vehicles after an accident, when the driver does not have proof of insurance. His recommendation is for the Council to approve the enforcement of this statute along with a policy of towing vehicles after a traffic stop, when the driver does not have proof of insurance. Chief of Police Wilson states information will be distributed to the public prior to the implementation on January 1, 2026.

A motion to approve Resolution 2025-9 was made by Council Member Pelts, seconded by Council Member Sawin; motion passed.

b. Resolution 2025-10

Finance Director McElwrath reminds the Council that the Senior Citizen Tax Account was overpaid for several years. Regular payments have been made from the Senior Citizen Tax Account into the Stormwater Tax Account due to this overpayment. It is her recommendation that a final payment of \$115,530.30 be made from the Senior Citizen Tax Account to the Stormwater Tax Account.

A motion to approve Resolution 2025-10 was made by Council Member Panousis, seconded by Council Member Young; motion passed with a no vote from Council Member Swain.

c. Request for Release of Special Tax Bill

City Administrator Rasmussen informs the Council that a Request for Release of Special Tax Bills filed on 1926 Dixie Roadway, Kennett, MO has been received. Council Member Carter states Special Tax Bills have been released in the past with the property owner paying for the filing fee. City Administrator Rasmussen states releasing the Special Tax Bills could encourage people to purchase properties and clean them up. After additional discussion, a motion was made.

A motion to approve the Request for Release of the Special Tax Bills for 1926 Dixie Roadway, Kennett, MO was made by Council Member Carter, seconded by Council Member Waynick. Vote: Yes – Council Member Waynick, Council Member Swain, Council Member Panousis. No – Council Member Dry, Council Member Carter, Council Member Bryant, Council Member Gaddis, Council Member Pelts, Council Member French and Council Member Young. Motion fails.

d. MoDOT- Kennett Square Signal/Intersection

Mayor Crafton informs the Council that MoDOT is requesting assistance from the City of Kennett for a project regarding the Kennett Square. He states that this project would cost the City of Kennett \$38,710.82, according to MoDOT.

A motion to approve the participation in the project and that the amount of \$38,710.82 be paid out of the Transportation Tax was made by Council Member Carter, seconded by Council Member Pelts; motion passed.

e. Bid Award for Two Demolitions

Mayor Crafton informs the Council that bids were received for the demolition of properties at 411 Michael Street, Kennett, MO and 902 S. Anthony Street, Kennett, MO. He states the bids were for labor only as the tonnage will be disposed of at the KBPW Transfer Station. Mayor Crafton read the bids as follows: C&M Marco Parr - \$5,900.00, Jack of All Trades - \$5,600.00, Joey Duncan - \$8,750.00, and MMR Excavating - \$10,420.00.

A motion to accept the bid from Jack of All Trades in the amount of \$5,600.00 was made by Council Member Young, seconded by Council Member Dry; motion passed.

Comments from the Council:

Council Member Young inquired about Kennett Board of Public Works picking up large items such as furniture. Kennett Board of Public Works Chief Executive Officer Jamie Chidister informs KBPW is working on getting this service in place but are having a staffing issue. He states it will be an option in the near future.

Council Member Dry thanks City Clerk Lewis for setting up and maintaining the City of Kennett Facebook Group.

Discussion and an agreement regarding canceling the December 16, 2025, City Council meeting. The next Council Meeting will be January 6, 2026.

Public Comments:

Arlease Green with the Small Business Administration addresses the Council regarding programs that are available to businesses in the area that sustained damages due to the storms which occurred March 30 through April 8, 2025. She encourages businesses to reach out to the Small Business Administration at 800-659-2955.

Rev. Dinah Tatman passes a letter to all Council Members, the City Administrator, and the City Clerk and asked that it be entered into the minutes. The three-page letter is attached hereto. Rev. Tatman reads a proposed resolution to the Council. (A copy of the resolution was not provided and is not attached.) Rev. Tatman states that City, Light, Gas & Water has disconnected residents illegally. Kennett Board of Public Works Chief Executive Officer Chitester addressed the Council regarding Rev. Tatman's statements and assures the Council that the Kennett Board of Public Works is following regulations for municipally owned utilities.

A motion to go into Closed Session for Real Estate per RSMO 610.021(2) and Legal per RSMO 610.021(1) was made by Council Member Waynick, seconded by Council Member Bryant. Vote: Yes - Council Members Lisa Dry, Randy Carter, Mark Bryant, James Waynick, Harry Gaddis, Kevin Swain, Dennis Pelts, Steve Panousis, Jimmy French and Bob Young. No - None.

A motion to go into Open Session was made by Council Member Pelts, seconded by Council Member Swain. Vote: Yes - Council Members Lisa Dry, Randy Carter, Mark Bryant, James Waynick, Harry Gaddis, Kevin Swain, Dennis Pelts, Steve Panousis, Jimmy French and Bob Young. No - None.

Being no further business a motion to adjourn was made by Council Member Pelts, seconded by Council Member Swain; motion passed.

Mandy Lewis
City Clerk

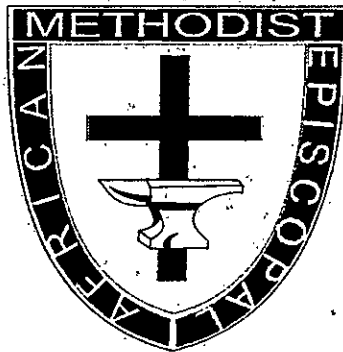
Jake Crafton
Mayor

DRAFT

Reverend Francine Brookins, Esq., Presiding Bishop

Reverend Edmund E. Lowe Sr., Presiding Elder

St. Louis Gateway District



St. John African Methodist Episcopal Church

Bethel African Methodist Episcopal Church

Reverend Dinah L. Tatman, Pastor

324 W. Commercial

Kennett, Missouri 63857

December 2, 2025

Kennett City Council

200 Cedar Street

Kennett, MO 63857

RE: FORMAL REQUEST FOR MUNICIPAL OVERSIGHT AND POLICY REFORM

To the Mayor & Members of the Kennett City Council:

Mayor: Jake Crafton, Mayor Pro Tem: Dennis Pelts, Council Members: Lisa Dry, Randy Carter, Mark Bryant, James Waynick, Harry Gaddis, Kevin Swan, Steve Panousis, Jimmy French, Bob Young.

I am writing to call attention to the unlawful utility disconnections affecting tenants throughout Kennett. Multiple residents have had water, electricity, gas, and sewer services terminated due to landlord delinquency, despite tenants' attempts to pay.

This practice violates:

- Missouri Statute §441.233
- Federal constitutional protections
- Federal case law prohibiting the punishment of tenants for landlord debt.

MISSOURI STATE LAW — § 441.233

Missouri Revised Statutes § 441.233 prohibits “diminishing essential services” to force or pressure a tenant from their home. This includes the termination of:

- Water
- Electricity
- Gas
- Sewer
- Any essential utility required for habitability

A municipal utility that disconnects a tenant's utilities despite the tenant being willing, ready, and attempting to maintain service is participating in what Missouri law defines as an unlawful eviction.

FEDERAL CONSTITUTIONAL PROTECTIONS:

Because Kennett Light, Gas & Water is a municipally owned utility, its actions are governed by the U.S. Constitution and federal due process standards.

1. Procedural Due Process — Fourteenth Amendment

A public utility cannot terminate service without proper notice and an opportunity for the affected tenant to dispute the action.

(Memphis Light, Gas & Water v. Craft)

2. Substantive Due Process — Fourteenth Amendment

Government entities cannot take actions that are arbitrary, harmful, or that endanger health and safety.

3. Equal Protection Clause

Tenants cannot be punished, deprived of essential services, or displaced because of someone else's debt.

4. Federal Case Law

Courts have ruled repeatedly that utilities may not terminate or deny service to tenants for a landlord's unpaid bill, including **Davis v. Weir** and **Koger v. Guarino**.

The Council has a duty to ensure municipal departments operate within the law. I am requesting:

1. Immediate review of Kennett Light, Gas & Water policies
2. Immediate cessation of all utility disconnections caused by landlord delinquency.
3. Written confirmation that tenants will be allowed to establish and maintain service regardless of the landlord's unpaid balance.
4. An end to tenant disconnections caused by landlord delinquency
5. Written tenant-protection policies enacted by ordinance
6. Independent oversight of utility practices

These issues directly impact health, safety, and civil rights.

Respectfully,



Pastor Dinah L. Tatman

Email: pastordinaht@gmail.com

Church Email: stjohnamekennett324@gmail.com

Cc: City Administrator: Steve Rasmussen

City Clerk & Custodian of Records Mandy Lewis

Council Proceedings for the City of Kennett, Missouri

December 11, 2025

5:00 p.m.

WORK SESSION

The City Council of the City of Kennett, Missouri met in a work session at 5:00 p.m. at City Hall on Tuesday, December 11, 2025.

Those in attendance were Mayor Jake Crafton, Council Members Lisa Dry (arrived at 5:25 p.m.), Randy Carter, James Waynick, Harry Gaddis, Dennis Pelts (left at 6:05 p.m.), Steve Panousis, Jimmy French and Bob Young, Interim City Administrator Steve Rasmussen, City Attorney Terry McVey, and City Clerk Mandy Lewis.

The meeting was called to order by Mayor Crafton.

Jeff Hancock with Interim Solutions made a presentation to the City Council regarding the search for a City Administrator.

Interim City Administrator Rasmussen presented a proposed Employment Agreement for the City Council's consideration.

Council Member Dry arrived at 5:25 p.m.

A motion to go into Closed Session for Legal per RSMO 610.021(1) and Personnel per RSMO 610.021(3) was made by Council Member Gaddis, seconded by Council Member Waynick. Vote: Yes – Council Members Lisa Dry, Randy Carter, James Waynick, Harry Gaddis, Dennis Pelts, Steve Panousis, Jimmy French and Bob Young. No – None.

Council Member Pelts left at 6:05 p.m.

A motion to go into Open Session was made by Council Member Panousis, seconded by Council Member Carter. Vote: Yes – Council Members Lisa Dry, Randy Carter, James Waynick, Harry Gaddis, Steve Panousis, Jimmy French and Bob Young. No – None.

With no further business a motion to adjourn was made by Council Member Panousis, seconded by Council Member Carter; motion passed.

Mandy Lewis
City Clerk

Jake Crafton
Mayor



memo

City of Kennett

To: Mayor, City Council, City Administrator, City Clerk, City Attorney
From: Jan McElwrath
CC: Deputy Clerk
Date: December 31, 2025
Re: Annual audit for year ending June 30, 2024

Please find attached the Schedule of Findings and Questionable Costs for the annual audit for the fiscal year ended June 30, 2024.

As you will note, the Financial Statement Findings state a Material Weakness – Internal Control over Financial Reporting. This audit was completed for a time period prior to the additional separation of financial duties.

Your decision to create the position of Finance Director directly addresses this weakness. The responsibilities of Accounts Receivable, Accounts Payable, Bank Reconciliations and Financial Reporting are now effectively separated, allowing greater oversight of the City's financial processes.

These changes should be reflected in the audit for fiscal year ending June 30, 2025, which is now underway.

Please contact me should you have any questions or concerns about these findings.

Respectfully,

Jan McElwrath
Finance Director

City of Kennett, Missouri
Schedule of Findings and Questioned Costs
For the year ended June 30, 2024

Section I - Summary of Auditors' Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Any material weakness(es) identified?

☒ Yes ☐ No

Any significant deficiency(ies) identified?

☐ Yes ☒ No

Any noncompliance material to financial statements noted?

☐ Yes ☒ No

Section II - Financial Statement Findings

Finding: 2024-001

Material Weakness - Internal Control over Financial Reporting

Segregation of duties

Condition: Because of limited number of available personnel, it is not always possible to adequately segregate certain incompatible duties so that no one employee has access to both physical assets and the related accounting records, or to all phases of a transaction. The City has one employee that handles all depositing and payroll and a second employee that handles accounts payable and signs checks. There are some mitigating controls in place but it is not possible to have segregation in all areas.

Criteria: The City should be segregated so that no one employee has access to both physical assets and the related accounting records, or to all phases of a transaction.

Effect: Risk is present that errors or irregularities in amounts that would be material to the basic financial statements may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Recommendation: Because of limited resources and personnel, management may not be able to achieve a proper segregation of duties; however, our professional standards require that we bring this lack of segregation of duties to your attention in this report.

Views of responsible officials and planned corrective actions: The limited number of available personnel prohibits segregation of incompatible duties and the City does not have the resources to hire additional accounting personnel.

ORDINANCE NO. 3111

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE, AND THE CITY CLERK TO ATTEST THERETO, A STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF KENNETT AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR DESIGN AND CONSTRUCTION OF T-HANGERS AT THE KENNETT MUNICIPAL AIRPORT.

Be it ordained by the City Council of Kennett, Missouri, as follows:

Section 1: The Mayor is hereby authorized to execute, and the Clerk to attest thereto, on behalf of the City of Kennett a State Block Grant Agreement with the Missouri Highways and Transportation Commission providing for design and construction on T-hangers at the Kennett Municipal Airport.

Section 2: Exigent circumstances exist which require the passage of this Ordinance at the same meeting when first presented.

Section 3: That all ordinances or parts of ordinances therefore enacted which are in conflict herewith, are hereby repealed.

Section 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times, passed and approved on the 6th day of January 2026.

Jake Crafton, Mayor

ATTEST:

Mandy Lewis, City Clerk

APPROVED AS TO FORM:

Terry M. McVey
City Counselor

Ordinance No. 3111



memo

City of Kennett

To: Mayor, City Council, City Administrator, City Clerk, City Attorney
From: Jan McElwrath
CC: Deputy Clerk
Date: December 31, 2025
Re: Ordinance Update

Please find attached an Ordinance pertaining to the Missouri Department of Transportation State Block Grant in the amount of \$1.5M for construction of four T hangers at the Kennett Municipal Airport. Matching funds were met with one of the grants the Dunklin County Commission awarded to airports within the County.

This is an update to Ordinance No. 3096 dated April 16, 2024. Since construction was delayed for various reasons, that Ordinance is now one year, eight months old. MoDOT requests an Ordinance with a current date be passed and submitted.

Should you have any questions or need additional information, please do not hesitate to call me.

Respectfully,



Jan McElwrath
Finance Director

Waters Engineering, Inc.

Civil Engineering & Land Surveying

Post Office Box 567
908 S. Kingshighway
Sikeston, Missouri 63801

E-mail: main@waterseng.com
573/471-5680
Fax: 573/471-5689

Outline for a Stormwater Study in Kennett, Missouri

This outline is being prepared in order to discuss what would be included and how an analysis would be implemented for the stormwater system throughout the City of Kennett.

The City of Kennett has performed some preliminary work in the past due to EPA/DNR regulations governing the quality of stormwater being discharged. But, this information is not adequate for a hydraulic study that would help prevent flooding within the system. More detailed information is needed for this.

A stormwater analysis (Hydraulic study) takes into account numerous data sets that include existing ground topography, soils types, existing drainage culverts, basins, and ditches including their size, shape, and elevations. All of this information will have to be gathered throughout the City of Kennett in order to analyze the Kennett stormwater system. Gathering data and analysis of it takes time and money. Performing one analysis on the entire City of Kennett is most certain to cost in excess of \$500,000 and take between 1 and 2 years to complete.

The City may have the funds available for this and decide to proceed with an analysis at once. During this time, there will not be any plan for capital improvements (drainage infrastructure upgrades) and voters may wonder where their moneys are being spent.

A better solution would be to perform analysis on individual drainage basins in Kennett. There are four known drainage basins, each associated with a main drainage ditch flowing south from Kennett. These basins will have to be analyzed separately anyway and by performing the analysis in a phased manner, infrastructure improvements can be designed and constructed after the first basin analysis is complete. These infrastructure improvements can coincide with the hydraulic analysis of the next basin. In this manner, the costs for the analysis are spread out over time and the voters can see drainage improvements being made in Kennett.

In order to perform the analysis in a phased manner, a short study would have to be performed so that the drainage basins can be ranked in order of priority.

There are many ways of ranking the need for improvements. The basin priorities can be ranked based upon the number of property owners affected, the value of properties affected, the flood zones and how the improvements will affect them, the depth of flooding, the size of the affected area, as well as many other needs. The City leaders will have to help determine what is most important in their minds.

A preliminary study would take all of this into account and help determine which drainage basin would be analyzed first, second, etc. This analysis would also take a preliminary look at the existing infrastructure in order to provide cost estimates for the phases of analysis.

Once the preliminary study is performed, the City will have a better understanding of where their problems are and what drainage basins are causing more issues.

The cost estimate for this preliminary study is \$35,000 and it will set the basis for everything

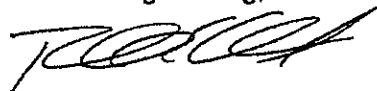
done moving forward. It will take a few months to gather data and complete the study. It will require input from the City regarding existing infrastructure, existing long and short term flooding, and most important what the City leaders deem as primary goals and priorities so that the drainage basins can be ranked.

Once completed, the City will have a estimate of cost and timeline for the first phase of the hydraulic analysis. After that analysis is complete, the City will have information that will help them prioritize infrastructure improvements that can be designed and constructed to reduce problems.

It should be noted that storm drainage issues are seldom solved. The flatlands of Southeast Missouri are limited in drainage capabilities by the major arterial ditches leaving the region. When these ditches are full, the smaller drainage systems in town are restricted.

It should also be noted that drainage issues require significant amounts of funding capabilities. It is our understanding that the City does have a drainage improvement sales tax and this is a good start, but, other funds such as grants or appropriations will be necessary if the City is to make major improvements throughout the community. There is never one solution that is cheap and simple for everywhere. But, the City must start somewhere and our recommendation is that the City begin with a simple study to provide a starting point for the hydraulic analysis.

Waters Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Richard Cochran, Jr.', written in a cursive style.

Richard Cochran, Jr., P.E.
Vice President

kennett
MISSOURI



INVITING APPLICATIONS FOR THE POSITION OF
CITY ADMINISTRATOR



INTERIM+
SOLUTIONS

The City of Kennett, Missouri is seeking a talented, community-minded, personable leader to become the next City Administrator. Interim City Administrator, Steve Rasmussen, an experienced city manager/administrator with over 25 years of experience in the field is assisting in the City's search for a new City Administrator.



THE COMMUNITY

Kennett is located in the southeast edge of Missouri and has a population around 10,000-10,500.

Key demographics include White residents (~71-74%), Black/African American (~18%), and Hispanic

communities (~4-5%). Major local industries for residents include healthcare and social assistance, manufacturing, and retail trade, with significant employment in production, sales, education roles, and agriculture.



RECREATION, TOURISM & CULTURE

Kennett and Dunklin County deliver a wide variety of venues for the nature lover. Opportunities for fishing, hunting and wildlife viewing abound. The Little River Conservation Area is 1,066 acres which provides a wide variety of opportunities for fishing and outdoor recreation. Ben Cash Conservation Area is a 1,300-acre wildlife park located on the St. Francis River – one of the few remaining areas of virgin swamps and bottomland hardwood forests. These cypress-tupelo swamps and open marshes team with flooded timberlands and flooded rice fields in the region to attract a huge waterfowl population. Lake Jerry Paul is a 200-acre fishing lake stocked with a popular variety of sports fish.

Demographics

- Population: ~10,236 (2023 Census)
- Age: Median age around 38-39 years old, with a mix of young families and older adults.
- Education: Around 70% have a high school diploma or higher, with about 12% holding a Bachelor's degree or more. Local Industry & Employment
- Top Sectors (Resident Employment):
 - Healthcare & Social Assistance (largest share)
 - Manufacturing
 - Retail Trade
 - Education, Instruction, & Library Occupations
 - Accommodation & Food Services
- Job Types: Many residents work in production, sales, administrative, and service roles.
- Economic Base: The region's economy includes industry, agriculture, small business, and healthcare, supported by its location near larger urban centers.



MUNICIPAL GOVERNMENT IN KENNETT

The City operates under a Council-Administrator form of government. A Mayor and ten members of the City Council govern the City. The Mayor is elected at-large for a four year term. Council Members are each elected by wards (two per ward) for two-year terms in April of each year. The Mayor and Council convene regular meetings on the first and third Tuesday.

The current annual budget for the City of Kennett is \$7.2 million. The City has 55-60 full-time and part-time employees. The municipal government provides a full range of municipal services. The General Fund includes the operating departments of Administration, Police, Fire and Rescue, Parks & Recreation, Planning, Finance, Human Resources, and the City Clerk. Additionally, the Kennett Board of Public Works includes water, sanitary sewer, and sanitation services, as well as electric and gas utilities.

The Mayor and City Council appoint a City Administrator to oversee the operating departments and to manage the day-to-day affairs of the municipal government. The City has not had a City Administrator for 15 years but now uses an Interim City Manager.

HIGHLIGHTED DEPARTMENTS AND POSITIONS

Fire Department

The Kennett Fire Department is staffed by 30 dedicated personnel – 15 full-time and 15 part-time – operating out of three strategically located fire stations. The department maintains a versatile fleet that includes four engines, two tankers and two aerial apparatus, enabling firefighters to respond effectively to a wide range of emergencies. In addition to fire suppression, the department provides medical first response, fire prevention and rescue services to the community.

Police Department

The City of Kennett Police Department is committed to making a positive difference in the lives of our citizens through professionally supported and trained police officers. Officers strive to provide an environment that will allow citizens to live and work in a safe and secure community.

Humane Department

Among Kennett's many dedicated city departments, the Humane Department stands out for its unique blend of compassion, public service, and community partnership. Though operated by just three committed Humane Officers, the department plays an essential role in both animal welfare and overall community safety, while also emphasizing engagement within the community.

Parks & Recreation

The City of Kennett includes nine City parks as well as a number of soccer, softball, and baseball fields. The City also boasts the Sheryl Crow Aquatic Center, named after the hometown celebrity, who is a primary donor.

Street Department

The Kennett Street Department is responsible for the street maintenance and repair, the Stormwater maintenance and repair, as well as the Compost Facility Operation.

Code Enforcement

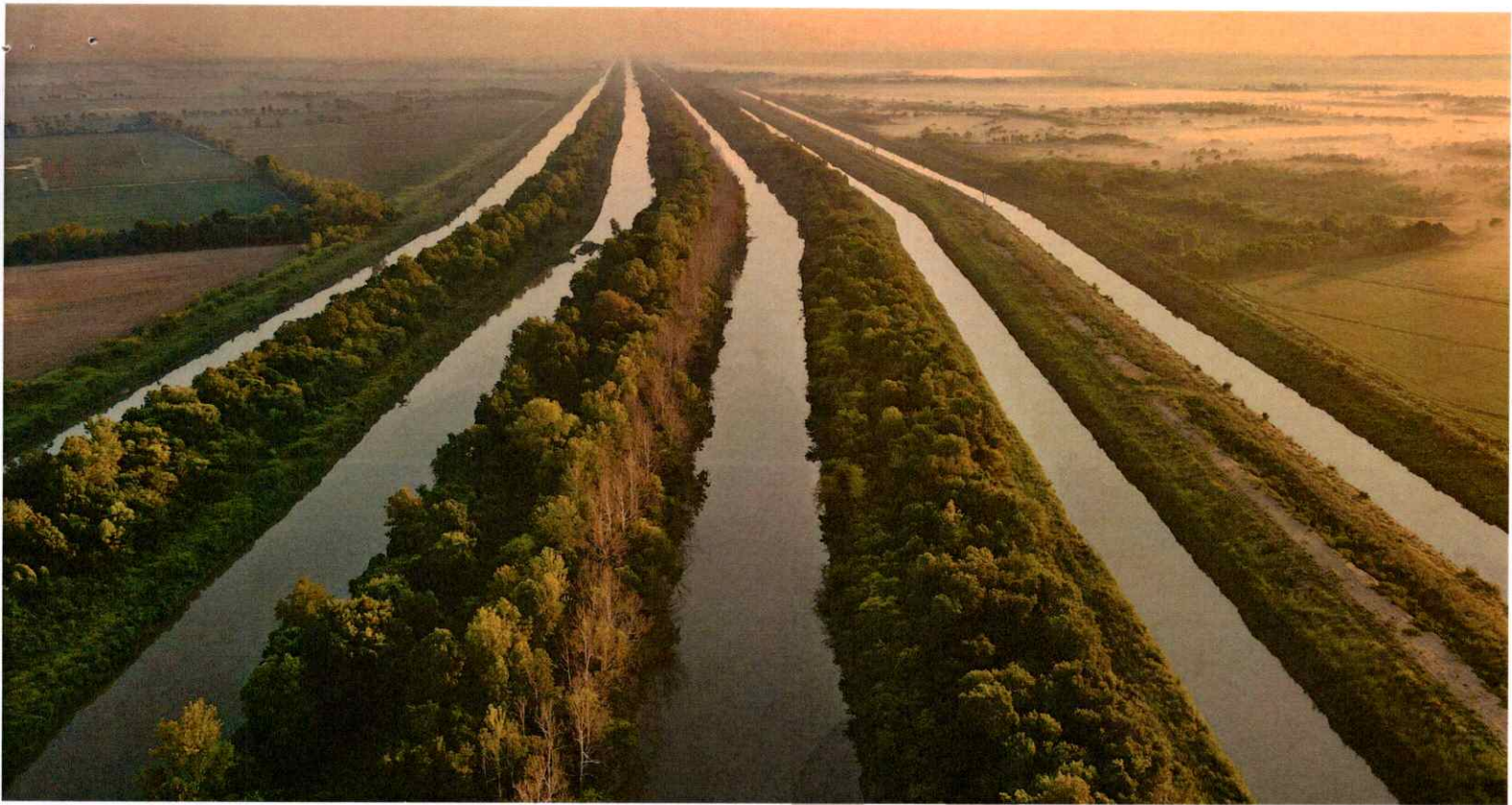
The Code Enforcement Department is dedicated to keeping Kennett safe, clean, and well-maintained through three key areas: Building Codes; Property Maintenance; and Rental Inspection.

City Clerk

The City Clerk includes all regulatory duties, but additionally serves as the City's Human Resource Supervisor. The City Clerk's Office has a Deputy City Clerk and the City Secretary. The City Clerk also oversees personnel hiring activities and ensures the Employee Handbook is accurate.

Finance & Grant Director

The City recently created the position of Finance Director to help maintain the \$7.2 million operating budget and \$13 million in special funds, sales tax revenue, and reserves. The Finance Director also serves as the AGS Grant Coordinator.



THE CITY ADMINISTRATOR POSITION

The duties of the City Administrator can be found on the [City's website](#). It notes that the City Administrator is the Chief Administrative Assistant to the Mayor and as such shall be the Administrative Officer of the City Government. Except as otherwise specified by ordinance or the laws of the State of Missouri, the City Administrator is responsible for all purchases, serves as the Budget Officer, presents regular financial reports, presents an annual report to the Mayor and City Council, and is the Personnel Officer. He or she submits a proposed Agenda before each Council meeting, shall work with all City Board and committees, attends all City Council meetings, supervises all bid specification, coordinates and applies for Federal and State grants, attends State and Regional conferences, shall be responsible for press releases, and is the official responsible for keeping the public informed of the business of the City. The City Administrator shall keep full and accurate record in the course of his/her duties.



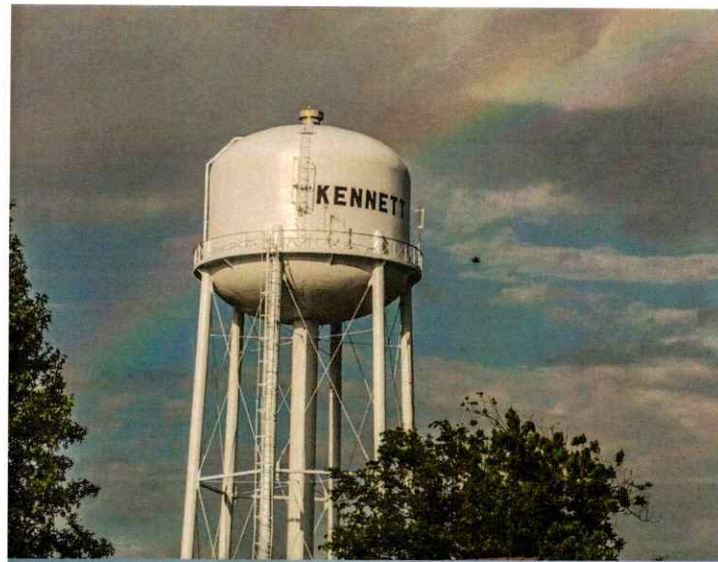
REQUIRED QUALIFICATIONS

All applicants for the position should possess, at a minimum, a bachelor's degree and four years of increasingly responsible municipal managerial experience. A master's degree in public administration, business administration, or some other related field of study is preferred but not required. It is preferable that the candidate have city administrator/manager or assistant city administrator/manager experience. A municipal department director with significant overall general municipal knowledge and experience may be considered for the position. It is desirable that all applicants have experience in municipal administration, management, budget and finance, human resources, and planning. Residency within the Kenett School District is required within six months of the start date.

THE IDEAL CANDIDATE

The Mayor and City Council have identified the following skills, experience, and personal attitudes as being highly desirable for the new City Administrator to possess:

- A visionary and proven leader who is open, honest, empathetic, trustworthy, engaged, open-minded and flexible.
- Is an experienced local government administrator with significant background in budgeting and finance management, planning and zoning, economic development, human resources, staff hiring and oversight, and public infrastructure.
- A good and even-tempered communicator, who is thick-skinned and can adjust his or her communication style to fit the audience and communicate complex information in a clear and understandable manner.
- Enjoys and demonstrates an active and visible role in the community beyond what is required by his or her municipal duties.
- Is accessible and approachable by community members.
- Through his/her municipal expertise and mentorship, uses a team approach with municipal department heads and staff, while exemplifying backbone and clear responsibility and accountability, while allowing department directors to do their work without unnecessary interference.
- Experience/knowledge of the private sector, is business driven and can effectively offer fiscally conservative alternatives to the Council and public at large.
- Is a collaborative leader and effective communicator who can control rumors and actively seeks opportunities to partner with community and regional public/private entities.
- Is adept at helping parties resolve disagreements by developing creative solutions that are based on shared values and desired outcomes.
- Is an innovative, resourceful and strategic, analytical person who is always searching for new methods and practices to benefit the citizens of the City.
- Embraces modern technologies, is grant knowledgeable and uses data to improve the efficiency and effectiveness of municipal operations.
- Is committed to the highest standards of integrity and ethical conduct in fulfilling the responsibilities of the position.



HOW TO APPLY

To apply please submit cover letter, resume, and three work related and two personal references. All applications must be submitted electronically **no later than 5 p.m. (CST), January 29, 2026 to:**

J. Jeff Hancock

jjhancock@interimsolutionsllc.com

Please direct all questions to J. Jeff Hancock at 573-932-1868.

The City of Kennett is an Equal Opportunity Employer. Applications will be considered for all positions without regard to race, color, national origin, age, religion, sex, marital status, veteran status, or any other legally protected status.



Missouri Department of Economic Development

Community Development Block Grant Program Demolition

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 Kennett	PROJECT NUMBER DM-06-RP
COUNTY Dunklin	PROJECT TITLE City of Kennett Demolition Project
EIN 436001884	SAM.GOV UNIQUE ENTITY IDENTIFIER QF4XG5JLSYH8
FEDERAL AWARD ID NUMBER(S) (FAIN): B-24-DC-29-0001	CFDA NUMBER AND NAME 14.228 Community Development Block Grant/ State's Program
COST SHARING RATIO* 07.4%	SUBRECIPIENT'S FISCAL YEAR END 6
MAXIMUM CDBG GRANT AMOUNT* 49,930.00	NON-FEDERAL SHARE AMOUNT* (local match) 4,000.00
GRANT AWARD DATE* December 8, 2025	BABA: YES

NATIONAL OBJECTIVE*		
<input 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 checked="" 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: 70% LMI Families: 70%
PROJECT BENEFICIARIES Number of Persons to be served: 6722 Number of families to be served: 2721	SENATE DISTRICT 25	HOUSE DISTRICT 150
PROJECT'S PROGRAM CATEGORY: <input type="checkbox"/> General Infrastructure <input type="checkbox"/> Community facilities <input checked="" 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
Demolition	3	Y	2025	42,395	38,395	4,000			
Administration	35			11,535	11,535				
				0					
				0					
				0					
				0					
				0					
				0					
				0					
TOTAL				53,930	49,930	4,000	-	-	-

<p>NOTICE TO SUBRECIPIENT*</p> <p>City of Kennett, Missouri Attn: Chancellor Wayne, Mayor 200 Cedar Street Kennett, MO 63857 Phone: Email: mayor@clgw.net</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 FY2024 competitive cycle ("FY2024 Cycle") of the CDBG Program and solicited applications for grants under the FY2024 Cycle of the CDBG Program.
- 1.8. Subrecipient submitted an application for an award under the FY2024 Cycle of the CDBG Program.
- 1.9. DED issued an approval letter to Subrecipient awarding Federal funds for its application under the FY2024 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).
- (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 FY2024 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 FY2024 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 FY2024 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>.

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

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. ")

3.4. 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. "

3.5. Photo Documentation

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.

- (a) 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 document the completed work at the project's conclusion. 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 grant amount, 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 become 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. Recipient/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 8 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:
- (c) Headings are for reference purposes only and do not alter the interpretation of this Agreement;
 - (d) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (e) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (f) 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
 - (g) 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, 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

Digitally signed by Christina Carver
Date: 2025.12.19 11:42:36 -06'00'

Christina Carver, Division Director
Business and Community Solutions

Date signed

City of Kennett

By:

Signature.

Chancellor Wayne
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

To: Mayor and Members of the City Council

From: Chief of Police

Subject: Sealed bids 2019 Ford Taurus

Date: January 6, 2026

Discussion:

On December 31, 2025 at 3:00 pm was the dead line to submit sealed bids for the 2019 Ford Taurus. City Clerk Mandy Lewis, witnessed by Chief Wilson and Finance Direct Jan McElwrath opened the following bids.

1. Juan Tuscano	\$5,750.00
2. Gene Lack	\$9,255.00
3. Emergency Remarketing	\$1,378.18
4. Tim Smith	\$6,753.59
5. Bayridge Motors Inc.	\$2,855.00

Staff Recommendation:

Staff recommends accepting the highest bid from Gene Lack in the amount \$9,255.00. Put funds from this sale into the Police Department Equipment Reserve account to offset cost of purchasing equipment for new patrol vehicles.

City of Kennitt Police Department
Bid Opening – 2019 Ford Taurus
December 31, 2025, at 3:00 p.m.

Present:

Chief of Police Kenny Wilson

Director of Finance Jan McElwrath

City Clerk Mandy Lewis

Bids:

Juan Toscano	\$5,750.00
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Gene Lack	\$9,255.00
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Emergency Remarketing	\$1,378.18
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Tim Smith	\$6,753.59
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Bayridge Motors Inc.	\$2,855.00
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Submitted by:

Mandy Lewis, City Clerk



Re: Proposal for Solid Waste Collection Services

Dear Mr. Rasmussen,

Republic Services is pleased to submit this proposal for waste collection services for various City of Kennett facilities. Our company's number one priority is safety, and we are proud to maintain an exceptional pickup reliability rate of 99.9%. We are committed to providing dependable, efficient, and safe waste removal solutions tailored to the needs of the city.

Below is our proposed service schedule and pricing:

Service & Pricing

- **Police Station** – 4-yard container, serviced 1x per week: \$95.00 per month
- **Airport** – 4-yard container, serviced 1x per week: \$95.00 per month
- **Fire Station 2** – 1- 2-yard containers, serviced 1x per week: \$65.00 per month
- **Fire Station 3** – 1-4-yard container, serviced 1x per week: \$95.00 per month
- **Humane Society** – 4-yard container, serviced 1x per week: \$95.00 per month
- **Fire Administration** – 2-yard container, serviced 1x per week: \$65.00 per month
- **Park Department** – 8-yard container, serviced 1x per week: \$135.00 per month

Total Monthly Cost \$645.00


Thank you for allowing Republic Services to bid on your disposal needs for the City of Kennett. If you have any questions, feel free to contact me at 573-934-2248

Sincerely,

Kristie Altman



We'll handle it from here.™



REAL ESTATE LEASE & FBO AGREEMENT

DATE: January 1, 2026

LANDLORD: City of Kennett, Missouri.

TENANT: Jewell Aviation, Inc. "Tenant," as used in this Lease, shall also mean "Tenants."

DESCRIPTION OF REAL ESTATE:

The Airport Maintenance Building, including the attached addition known as the Engine Overhaul Room, located at the Kennett Memorial Airport in Kennett, Dunklin County, Missouri.

AND

The Southwest part of the Airport Maintenance Building, known and operated as the Flight Training School.

ADDRESS OF REALESTATE:

Kennett Airport
Kennett, Missouri 63857

LANDLORD AND TENANT AGREE:

1. Landlord leases this real estate to Tenant, in consideration of the payment of rent and the keeping of the agreements in this Lease.
2. The term of this Lease shall be from January 1, 2026 to December 31, 2026, period of 12 months.
3. Tennant shall pay \$1,000.00 per month rent at the beginning of each month of the term. The rent consists of \$1,000.00 per month for the Airport Maintenance Building to include the enclosed, fenced, area north of the Airport Maintenance Building which contains salvage aircraft and / or aircraft parts, the Flight Training School and the old city storage hanger.
4. The parties shall extend this Lease for another 12 month term, January 1, 2027 through December 31, 2027, at the same rental and under the same terms and conditions as the original term, unless either Landlord or Tenant gives the other notice of intention not to renew this Lease. The notice not to renew the Lease shall be given at least 60 days before the end of the original term, in writing.
5. Tenant shall promptly discharge every encumbrance on this real estate and shall

indemnify Landlord from any expenses associated with an encumbrance. This includes Mechanic's or Materialman's Liens.

6. All buildings or improvements on this real estate at the expiration or termination of this Lease or any extension of this Lease shall be the property of the Landlord.

7. Tenants shall keep this facility open and available to all users of the airport during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Any request from a customer of the tenant to make this facility available after hours or on weekends is at the discretion of the tenant. If Tenants fail to comply with this provision, Landlord shall have the option, upon written notice, to impose an additional monthly rental charge of \$85.00.

8. Tenants shall maintain this real estate, including all buildings or improvements, in as good a condition as they now exist. Tenant shall use the Airport Maintenance Building only for the purpose of an aircraft maintenance and repair facility and shall use the Flight Training School only for the purpose of a classroom, lounge, office and other related activities necessary to a flight training school. Tenant shall keep the building and surrounding areas free of debris and filth. Tenant shall not allow this real estate to become a public nuisance and shall comply with all applicable laws.

9. Tenant shall not make any alterations to the internal or external components of the building on this real estate without the written consent of Landlord.

10. Tenant shall pay for and assume responsibility for all minor repairs. Landlord shall pay for and assume responsibility for all major repairs. "Minor repairs" is defined as those repairs under \$200.00, and "major repairs" is defined as those over \$200.00.

11. Tenant shall not assign or sublet this real estate or any part of it without Landlord's written consent.

12. Tenant shall obtain and keep effective, at their expense, liability insurance coverage from a reputable insurance company authorized to do business in Missouri and satisfactory to Landlord. The coverage must provide limits of liability of \$1,000,000.00 combined single limit per occurrence for any casualty arising out of the ownership, use or possession of this real estate. Tenant shall name Landlord as additional insured. Tenant shall

provide Landlord a copy of the policy.

13. Tenant shall indemnify Landlords for all claims, loss or damage, including claims for property damage, personal injury or wrongful death arising out of Tenant's association with this real estate, including the sidewalks contiguous to this real estate.

14. If fire or other casualty causes damage to this real estate, Tenant shall immediately notify Landlord, who may, at Landlord's option, enter upon and repair the real estate. If Landlord elects not to repair, this Lease shall be canceled as of the date of casualty. If the real estate is subject to repair within 60 days and Landlord elects to repair, the rent shall be abated in the proportion that the amount of space not usable by Tenant as a result of the casualty and the work necessary for repair bears to all the space in this real estate. If this real estate is subject to repair which shall require more than 60 days, then, at the option of either Landlords or Tenants, this Lease may be terminated and the obligation to pay rent shall cease as of the date of casualty.

15. Landlord warrants it has merchantable title to this real estate.

16. Tenant shall forfeit this Lease at the election of Landlord if either of the following events occurs:

- A. Tenant at any time fails to pay rent within ninety (90) days when due, or
- B. Tenant fails to perform any other agreement in this Lease for ninety (90) days after receiving written notices of the failure from Landlord. Landlord needs to provide thirty (30) days written notice to Tenant before declaring forfeiture. If, however, Tenant remedies the default after receiving the notice described above, within the applicable grace period described above, Landlords shall not exercise default.

17. If Tenant defaults, Landlord shall have the following remedies:

- A. Landlord may sue for rents, damages and attorney's fees without resuming possession of this real estate or terminating this Lease, and
- B. Landlord may enter this real estate and take possession of any building or Improvement. Landlord may exercise this remedy if Tenant defaults on the payment of rent or on any agreement in this Lease or if Tenant abandons the real

estate before the end of the term of this Lease. Landlord must provide written notice as described above before exercising this remedy.

This is not an exclusive list of Landlord's remedies and by setting out these two remedies in this Lease, Landlord does not waive any other remedies it may have.

18. Tenant takes this real estate "as is", without any warranty by Landlord except the warranty for merchantable title.

19. Tenant shall pay all utility bills, including, for example, telephone, gas electricity, sewer, water, and refuse.

20. Should any government authority condemn this real estate during the term of this Lease, Landlord and Tenant shall not terminate the Lease and shall divide the condemnation award as follows:

- A. Landlord shall receive the award for the taking of land,
- B. Tenant shall receive a part of the award allowed for the damage to Tenant's leasehold estate,
- C. If Landlord and Tenant cannot reach or cannot agree on the division of the condemnation award then they agree to submit the dispute to the American Arbitration Association for settlement.

21. Rent payments not paid when due or within thirty (30) days after the date due, shall bear interest at the rate of two percent per month for the date until paid. Any other sums Tenant shall owe Landlord, including, for example, costs, attorney's fees or damages shall bear interest at the rate of two percent per month from the date due until paid. All costs, attorney's fees or damages shall become due and payable with the next due date for rent after the date of payment of the costs, attorney's fees or damages by Landlord.

22. Tenant shall permit Landlord and its agents to inspect this real estate at reasonable times during the term.

23. All notices which this Lease requires shall be in writing and shall be deemed properly served:

- A. If upon Landlord, by mailing a copy of registered or certified, United States Mail, postage per-paid, addressed to the Landlord, or anyone the Landlord

may designate, at City of Kennett, C/O City Clerk's Office, 200 Cedar Street, Kennett, Missouri 63857, and

- B. If upon Tenants, by mailing a copy by registered or certified United States Mail, postage prepaid, to Jewell Aviation, Kennett Airport, Kennett, Missouri 63857.

Or at any other place Landlord or Tenant may designate in writing. Notices given by registered or certified mail shall be deemed properly served as of the date they are postmarked.

24. Landlord and Tenant may sell, assign, transfer, mortgage or encumber this real estate to the extent of their interest, subject to the terms of this Lease. Tenant may not affect Landlord's title or rights in the real estate. Tenant shall notify Landlord immediately if they assign this Lease and Landlord shall notify Tenant if Landlord sells or transfers its rights to this real estate.

25. Landlord may cancel this Lease and take possession of this real estate upon insolvency or bankruptcy of Tenant, whether upon voluntary or involuntary petition, or general assignment for benefit of creditors.

26. The Landlord shall make no agreement or arrangement with another individual or company with the intent to provide aircraft maintenance services or flight training on the airport property or in any of the facilities located on the airport property.

27. Aircraft currently based on the field for the purpose of maintenance are exempt from tie down fees until they have been here for a period greater than ninety (90) days. Aircraft / parts located in storage in the fenced area adjacent to the maintenance facility are exempt from tie down fees.

CITY OF KENNETT, LANDLORD

By: Jake Crafton, Mayor

Date Signed _____

JEWELL AVIATION, INC., TENANT

By: Sammy Jewell

Date Signed 12-15-2025

AIRPORT MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2026,
between the City of Kennett, a Missouri Municipal Corporation, acting by and through its agent,
the Kennett Airport Board, hereinafter referred to as OWNER and Sam Jewell, hereinafter referred
to as MANAGER.

WITNESSETH:

WHEREAS, OWNER owns and operates the Kennett Memorial Airport, hereinafter
referred to a PREMISES, and the MANAGER is willing to assume limited management of the
premises subject to terms and conditions contained herein;

NOW, THEREFORE, in consideration of the fees, covenants, and agreements herein
contained, OWNER does here by agree to provide general management services for said premises.

1. In consideration of management services described in this Agreement, OWNER agrees
to pay MANAGER a monthly fee of \$3,500.00. The monthly management fee is to be
paid by the 15th of each month for the previous month's services. In addition, the
OWNER agrees to pay for monthly mowing and trimming costs at the rate of \$15.00
per hour for the primary worker and \$15.00 per hour for the helper upon presentation
of a written record of daily hours worked (time sheet).
2. The term of this agreement shall be from January 1, 2026 to December 31, 2026,
with the option, upon mutual agreement, to extend the agreement in one (1) year
increments thereafter.
3. It is specifically agreed that MANAGER is not an employee of OWNER and
MANAGER shall establish such working hours and activities as he deems necessary

to properly operate the airport facilities in cooperation with the City of Kennett Airport Board.

4. OWNER shall be responsible for telephone service, refuse removal, cost of repair parts to such equipment or property belonging to OWNER.
5. OWNER shall maintain the grounds and buildings of the premises, including all mowing activities and repairs to structures and facilities.
6. MANAGER shall be responsible for maintaining runway lights, maintaining terminal in a clean and sanitary condition, maintaining daily records, including fuel inventory and fuel sales, answer aircraft radio, telephone and supervise part-time help employed by OWNER.
7. It is agreed that nothing herein contained shall be construed to grant or authorize granting of an exclusive right to conduct aeronautical activities prohibited by Section 1308 of the Federal Aviation Act of 1958, as amended, and the OWNER reserves the right to grant others the privilege and right of conducting aeronautical activities, or any other activity as determined by the OWNER.
8. MANAGER shall furnish services on a fair and impartial basis. It is understood that the OWNER seeks a MANAGER that will provide service in a prompt, professional and courteous manner. OWNER believes that the Kennett Memorial Airport is the first point of contact for many visitors and the operation of this facility is paramount to providing a good first impression of the community and therefore encourages and requires the MANAGER to operate the facility in a professional, courteous, fair and business-like manner.

9. MANAGER agrees that:

- a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities,
- b. That the MANAGER shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended and any other federal and state regulations pertaining to the operation of an airport facility.

10. MANAGER agrees to keep OWNER informed of needed repairs, improvements to airport land, buildings or other structures and appurtenances.

11. OWNER reserves the right to further develop or improve the landing areas, and all publicly owned facilities as OWNER sees fit, regardless of the desire or view or MANAGER, and without interference or hindrance. It is understood by MANAGER that OWNER may from time to time enter into agreements with the Federal Aviation Administration and the Missouri Department of Transportation for improvements to the runways, taxiways and approaches and other facilities or the land.

12. OWNER reserves the right to take any action it considers necessary to protect airport property and the use of the airport.

13. During time of war or national emergency, OWNER shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

14. The MANAGER may not assign or transfer Agreement or any interest therein, or sublet the premises or any part thereof without the prior written consent of the OWNER, and any attempt at assignment, transfer or subletting shall be void and at the option of the OWNER, deemed sufficient grounds for cancellation and termination of this Agreement.

15. MANAGER covenants, and agrees to hold OWNER free and harmless from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the airport on the part of the MANAGER, his agents, servants, invites and employees, and for each purpose MANAGER agrees to carry liability insurance naming the OWNER as additional insured, such insurance to have limits of not less than the following:

\$1,000,000.00 for personal injury to any one person.

\$1,000,000.00 for personal injury in any on accident.

\$1,000,000.00 for property damage.

16. MANAGER further agrees to file a certificate of insurance with OWNER evidencing that the insurance required by the agreement has been furnished and that the same will not be cancelled without thirty (30) days' notice of OWNER. Said evidence of insurance shall be furnished to OWNER within seven (7) days of approval of this agreement.
17. In the event either party shall violate any of the terms or conditions of this Agreement, the other party shall have the right to terminate the Agreement upon giving the Party in violation thirty (30) days written notice of such intention to terminate, said notice to be sufficiently given if mailed, certified mail postage paid, return receipt requested and addressed to the Party in violation at the address hereinafter set forth: however, in the event the MANAGER shall violate any regulation of the United States, State of Missouri or any agency of the United States or State of Missouri, pertaining to the maintenance and operation of the airport of activity surrounding the same, and the MANAGER shall fail, neglect or refuse to correct such violation within forty-five (45) days of written notice of such violation from the Owner, or such agency of the United States or State of Missouri, this Agreement may be terminated by the OWNER immediately and the OWNER shall have the right to retake possession of said premises and, in such event, the MANAGER agrees to surrender peaceable possession of said premises.

18. This agreement may be terminated for any reason by either party upon giving sixty (60) days written notice to the other party.

19. At the expiration of termination of this Agreement, the MANAGER agrees that he will give peaceful possession of the premises in as good condition as it now exists, ordinary wear and tear expected.

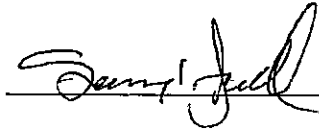
20. The agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understanding, negotiating and discussions.

IN WITNESS WHEREAS, the parties hereto have hereunder affixed their signature the day and year first shown above.

MANAGER

OWNER

City of Kennett



Date 12-15-2025

Date

Sam Jewell

STREET DEPARTMENT

STARTING DATE: 11-20-25 ENDING DATE 12-24-25

Total Department Man Hours Available: 1,346 Time Off 421 Total worked 925

Projects in Progress:

Working on next years projects, winter Maintenance, Tree Trimming ect.

Completed Projects:

Compost Burn

Upcoming Projects:

Next year projects, tree trimming street sweeping ect.

Street Sweeper use Hours 86
Road Grader use Hours 0
Vac Truck use Hours 0
Camera Truck use Hours 0

Compost Loads Received # Leaves 142 Limbs 137 Wood Chips/CLGW 2 Other 0
Compost Loads Sold # 0 Mulch 0
Compost Revenue \$ 1,000.00

Roll Off Loads Received # Single 35 P/UP 24 Trailer under 16' 23 Over 16' 4
Bob Truck 0 Other 0

Roll Off Revenue \$ 1,912.00 Period 11-20-25 To 12-24-25
Roll Off Expense \$ Period To
Net Revenue \$ Period To

Expense Totals Other Than Labor:

Street Department: 2,059.18 Transportation: 43,952.54 Stormwater 0
Tap Grant 80% Reimbursed
Engineering

[illegible]

Kennett Street Department		Hrs.	Kennett Street Department		Hrs.
From	To		From	To	
<u>12-04-25</u>	<u>12-10-25</u>		<u>12-11-25</u>	<u>12-17-25</u>	
Clean Sweep Shop	3		Clean Sweep Shop	3	
Sign Work	10		Compost Help	2	
Alley Work	5		Rabies Work	16	
Square Area Cleanup	15		Museum Help	5	
Misc. Shop Work	16		Misc. Shop Work	31	
Small Town Christmas	26		Sign Work	5	
Total	75		Asphalt Road Patch	16	
			Total	78	
Street Superintendent	43		Street Superintendent	36	
Compost Operation	40		Compost Operation	40	
Total	83		Total	70	
Stormwater			Stormwater		
From <u>12-04-25</u> To <u>12-10-25</u>	Hrs.		From <u>12-11-25</u> To <u>12-17-25</u>	Hrs.	
G.I.S.	20		G.I.S.	20	
Sweep Streets	38		Sweep Streets	25	
Kick Away Sweepings	18		Cleared Storm Drains	15	
Total	76		Storm Drain Lid work	10	
			Total	70	
Vacation	40		Vacation	30	
Sick Leave	0		Sick leave	10	
Holiday	0		Holiday	0	
Misc.	0		Misc.	0	
Total off	40		Total off	40	
Total Worked	234		Total Worked	218	
Total	274		Total	268	

[illegible]

MEETING OF THE BOARD OF PUBLIC WORKS

November 11, 2025

303 S. Anthony St, Kennett, MO 63857

Members Present:

John Robertson
Tony Parr
Randy Baker
Towny Sparks

Others Present:

Jamie Chitester, CEO
Marty Johnson, COO
Jill Rickman, CHRO
Crystal Dennis, CFO

Jake Crafton, Mayor
Randy Carter, Council Member
Dennis Pelts, Council Member
Lisa Dry, Council Member

Mr. Robertson called the meeting to order and presented the agenda for approval. Mr. Parr made a motion to approve the agenda. Mr. Baker seconded the motion, and all were in favor.

The October 21, 2025 meeting minutes were presented for approval. Mr. Baker made a motion to approve the minutes as presented. Mr. Parr seconded the motion, and all were in favor.

The August and September 2025 financial reports were presented. No action was required.

The September 2025 expenditures policy was presented for approval. Mr. Sparks made a motion to approve the expenditures as presented. Mr. Parr seconded the motion, and all were in favor.

The October 2025 expenditures policy was presented for approval. Mr. Sparks made a motion to approve the expenditures as presented. Mr. Parr seconded the motion, and all were in favor.

COO Report: Mr. Johnson provided department updates.

Electric-Crews are working on lighting and pole removal at Indian Park and new service installation at the new Farm Credit building. The Tree Trimmers are working on winter clearance.

Sanitation-Crews are adding guardrails at the scale. Three loads have been taken to the landfill. We had one incident of a torn tarp on the semi during the loading process at the Transfer Station. The Power Plant is going to repair the tarp. Things continue to improve each day.

Gas-A winter strip was purchased for \$3.95/dekatherm, the price has already increased since our purchase.

Crews are removing services for houses being torn down by the City and working on the PHMSA grant timeline.

Water/Wastewater-Crews are smoke testing, assisting Sanitation crews, and removing services for houses being torn down by the City.

Water/Wastewater Treatment-The lagoon is still working, the heaters will be turned on when the temperature gets colder.

CEO Report: Mr. Chitester provided an executive update.

Finances-Mr. Chitester is performing a mid-year budget review and preparing for annual performance pay increases.

Prepay-The software is still not working right on prepay services. We will not be going live with it in December as we had planned.

Sanitation-The tire hauling permit has been completed. The Department of Agriculture came to inspect our scale and we were told that we must have three-foot piers under the scale. Our crews have completed this installation and the Department will be back next week for another audit. The spare truck should be here Friday. Staff are working on plans for bulk pick up. Mr. Chitester asked the representatives from the City to consider purchasing a grapple truck to be used by Sanitation and their Storm Water crews. A discussion was held. Mr. Baker made a motion to approve the purchase of a grapple truck by KBPW. Mr. Parr seconded the motion, and all were in favor.

Solar-Everygy has a plan to replace bushings on the transformers to get it working. They are in breach of the agreement to have it online by the October deadline and will be paying KBPW a percentage daily until it is online.

Miscellaneous general:

The Health & Safety Fair will be on November 12, 2025 from 8:30-10:30 a.m. in the IT Barn.

The Awards Banquet will be on December 12, 2025 at 5:30 p.m. Please RSVP with Jill Rickman.

The next meeting will be on December 2, 2025 at 11:30 a.m.

Adjournment:

There being no further business, Mr. Parr made a motion to adjourn the meeting. Mr. Sparks seconded the motion, and all were in favor.

Attest:

Randy Baker

Secretary

Fire Department

Starting Date: 11-25-2025

Ending Date: 12-31-2025

Total Department Man Hours 3,102

Fire Calls 22

House 1 Vehicle 2 Trash 4 Grass 2 Other 13

Number of out of town calls 4

Out of town revenue \$0

Motor Vehicle Accidents 3

Medical Calls 91

Blood Draws 0

Code Inspections 35

Fire Marshal Inspections 12

Building Permits Issued 8

Property Maintenance Letters 25

Grass Structure 3 Trash 20 Vehicle Abatement 2 Other

Property Maintenance Citations 17

Grass Structure 1 Trash 16 Vehicle Other

FT Fire Training Hours 4

PT Fire Training Hours 4

Fire Department Expenditures November 2025

Account	November Total	Year to date total	Gallons diesel month	Gallons diesel ytd	Gallons gas month	Gallons gas ytd
Fuel and Oil	\$ 1,694.74	\$ 9,767.07	308.57	1,727.48	250.92	1,263.37
Ems Supplies	\$ 1,791.92	\$ 4,043.21				
Building repair	\$ 79.02	\$ 370.49				
Apparatus repair	\$ 723.49	\$ 6,560.80				
Travel and training	\$ 670.19	\$ 6,353.26				
Personal protective equip	\$ 6,282.00	\$ 7,576.36				
Supplies	\$ 306.25	\$ 1,193.48				
Equipment repair	\$ 116.71	\$ 537.33				
Equipment maintenance	\$ 117.83	\$ 394.86				
Equipment new	\$ 129.44	\$ 594.65				
General	\$ 23.17	\$ 325.70				
Testing	\$ 60.00	\$ 280.00				
Uniform	\$ 594.04	\$ 2,439.96				
Vehicle maintenance	\$ -	\$ 2,562.15				
Reporting program	\$ -	\$ 14,041.25				
Computer Maint.	\$ 10.98	\$ 313.83				
Totals	\$ 10,905.04	\$ 47,587.33				

Code Enforcement Expenditures

Fuel and oil	\$ 195.30	\$ 1,941.93
Building Repair	\$ 58.99	\$ 72.58
General	\$ -	\$ 50.00
Cell Phone	\$ -	\$ 365.00
Postage	\$ 252.00	\$ 261.96
Uniform	\$ -	\$ 140.00
Equip New	\$ -	\$ 104.49
Equip Maint	\$ -	\$ 180.00
Eupip Repair	\$ -	\$ -
Training Travel	\$ -	\$ 1,414.50
Vehicle Maintenance	\$ 275.50	\$ 1,216.18
Supplies	\$ -	\$ 167.74
Totals	\$ 781.79	\$ 5,914.38

65.58	694.68
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