



City Of
BOONVILLE

City of Boonville

August 3, 2026

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

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

I. Call to order – Pledge and Prayer

A. Andrew Cowherd

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. July 20 Council Minutes

V. Consent Items

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

VIII. New Business

A. Consider Resolution 2026-015 Amending the Development Agreement with Kemper Apartments, LLC for A and d Barracks Redevelopment

B. First Reading of Bill No. 2026-013 Authorizing and Approving a Vacant Land Contract for Cliff Drive Property

IX. Reports of Standing Committees

X. Reports of City Officials

A. Mayor

B. City Administrator

C. City Clerk

- BAMA Customer Appreciation Event

D. City Counselor

E. Economic Developer

XI. Miscellaneous

XII. Closed Session

- Closed Session Pursuant to 610.021 (3) Personnel

XIII. Adjourn

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



July 20, 2026

7:00 PM

**City Council Chambers
525 E. Spring Street
Boonville MO 65233**

I. Call to order – Pledge and Prayer

A. Evan Melkersman

The Boonville City Council met in Regular Session on July 20, 2026, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present: Randy Ayers, Sergeant at Arms; Mike Conway, Mayor; Kate Fjell, City Administrator. Amber Davis, City Clerk, and Brad Wooldridge, City Attorney. The meeting was called to order. Hallie Evan Melkersman led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Hallie Thompson, Tanner Bechtel, Evan Melkersman, Andrew Cowherd, Sy Harvell, Barry Elbert, and Drew Davis. Council Member Whitney Venable was absent.

III. Hearing of Citizens' Comments

Bill Lang came before the council and expressed concerns about overhanging limbs along the sidewalks and asked if the city could trim them. Mr. Lang also stated he thinks that the gaming money that the city shares with other entities should be reevaluated.

Mary Pat Abele came before the council and gave an update on the library. Ms. Abele stated that they have begun moving to the new library building. Ms. Abele stated that the library committee is planning to do a bookworm on July 30th to move the last of the books from the old building to the new one. Ms. Abele invited all to attend the bookworm, and afterward there would be an ice cream social.

IV. Approval of Minutes

A. July 6, 2026

The minutes stand as submitted

V. Consent Items

None

VI. Presentation of Accounts and Claims

A. Appropriations

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

VII. Unfinished Business

A. Second Reading of Bill No. 2026-012 Amending Chapter 17 and Approving a Comprehensive Plan

Mr. Cowherd stated that before the plan could be passed, the planning and zoning commission needed to hold a public hearing. Mr. Cowherd moved to table the bill until after that hearing. Ms. Fjell stated that the city has just received clarification that the plan was done incorrectly and does not comply with state law; the plan will need to be redone. Mr. Bechtel seconded the motion to table the bill. Roll Call was taken: Ayes: Melkersman, Cowherd, Harvell, Elbert, Davis, Bechtel, and Thompson; Opposed: None. Absent: Venable. Motion Carried.

VIII. New Business

A. Homecoming Parade

Boonville High School requested that High Street, Water Street, and Main Street be closed on September 25 for the homecoming parade.

Mr. Cowherd moved, and Mr. Melkersman seconded, the motion to approve the street closures. Roll Call was taken: Ayes: Thompson, Melkersman, Cowherd, Harvell, Elbert, Davis, Bechtel; Opposed: None. Absent: Venable. Motion Carried.

IX. Reports of Standing Committees

A. Tourism Committee (Hallie Thompson)

The minutes are in the packet

B. Police Board Meeting (07/13/2026)

The minutes are in the packet

X. Reports of City Officials

A. Mayor

None

B. City Administrator

Ms. Fjell apologized that the last meeting was not streamed on YouTube. This meeting will be on YouTube, but it may take some time to get on there.

C. City Clerk

None

D. City Counselor

None

XI. Miscellaneous

A. Public Works Monthly Report June 2026

XII. Closed Session

- Closed Session Pursuant to 610.021 (2) Real Estate

With no further discussion, Mr. Cowherd moved, and Mr. Davis seconded the motion to go into closed session at 7:33 p.m. Roll Call was taken: Ayes: Thompson, Melkersman, Cowherd, Harvell, Elbert, Davis, Bechtel; Opposed: None. Absent: Venable. Motion carried.

XIII. Adjourn

Mr. Davis moved, and Mr. Bechtel seconded the motion to go back into open session and adjourn at 7:43 p.m. The voice vote was unanimous.

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **08.03.2026** the sum of **\$535,648.71**

General Fund	\$226,664.08
Sanitation	\$4,663.43
CIP Tax	\$9,830.17
Water Works	\$154,317.27
Capital Projects	\$0.00
Waste Water	\$101,020.96
Tourism	\$7,527.92
Gaming	\$18,027.50
Parks/Water	\$5,394.88
Kemper Sales Tax	\$8,202.50

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$535,648.71** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **08.03.2026** read for the second time this **08.03.2026** since a copy was made available prior to the meeting.

Approved **08.03.2026**

Mayor

Endorsed **08.03.2026** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

RESOLUTION NO. R2026-15

A RESOLUTION RATIFYING AND CONFIRMING AN AMMENDMENT APPPROVED ON MARCH 2, 2026, RESOLUTION R2026-04 AND FURTHER APPROVING AN ADDITIONAL AMENDMENT TO THE ORIGINAL DEVELOPMENT AGREEMENT BETWEEN KEMPER APARTMENTS, LLC AND THE CITY OF BOONVILLE, MISSOURI.

WHEREAS, the City of Boonville, Missouri and Kemper Apartments, LLC entered into a Development Agreement, Ordinance No. 4650 on August 21, 2023, relating to the construction of parking, abatement of asbestos and the construction of 55 senior housing units at D Barracks and A Barracks to accommodate development on FT Kemper Park and approved a first amendment to the development agreement on March 2, 2026, Resolution R2026-04.

WHEREAS, pursuant to Section 1 and Section 2 of Ordinance No. 4650, officials and agents of the City are authorized to approve changes to the agreement that are in substantial conformity with the original agreement and may take such actions as may be necessary to carry out the intent of the original ordinance; and,

WHEREAS, Kemper Apartments LLC wishes to amend the development agreement, due to fluctuations in the housing market, rising redevelopment costs and tax credit deadlines; and

WHEREAS, the City of Boonville, Missouri, is agreeable to the amendment; and,

WHEREAS, the amendment to the Development Agreement will not be prejudicial to either party, is in substantial conformity with original agreement and is consistent with the intent of Ordinance No. 4650.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri that the City Council hereby ratifies and confirms the first amendment approved on March 2, 2026, Resolution R2026-04 and further approves an additional amendment to the Original development Agreement entered on August 21, 2023 with Kemper Apartments, LLC as set out in the attached **Exhibit A**.

Passed this 3rd day of August 2026, by the City Council of Boonville, Missouri.

Mike Conway

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

AMENDED AGREEMENT LANGUAGE

Kemper Barracks Redevelopment — A Barracks and D Barracks, 701 3rd Street, Boonville, Missouri
Attachment to Resolution No. R2026-_____ of the City Council of the City of Boonville, Missouri

Legend. ~~Struck-through red text~~ is deleted from the existing instrument. **Highlighted bold text** is added or revised. Text shown without marking is existing language reproduced for context and is not changed. Bracketed italics are drafting notes and are not operative language.

Instruments affected. (1) the Development Agreement between the City of Boonville, Missouri (the "City") and Kemper Apartments, LLC (the "Developer") dated August 21, 2023 (the "Development Agreement"), as amended by the Amendment to Development Agreement executed in February/March 2026 (the "First Amendment"); and (2) for coordination only, the Option to Purchase Real Estate between Boonslick Community Development Corporation, Inc. ("BCDC") and the Developer dated 2023 (the "Option Agreement"). Part II is included so the Council can see the full package; BCDC is a separate corporation and will act on Part II by separate board action.

PART I — DEVELOPMENT AGREEMENT (CITY OF BOONVILLE AND KEMPER APARTMENTS, LLC)

1. Recitals — Intended Use (Second Recital)

WHEREAS, on November 7, 2022, the City Council passed Resolution No. R2022-19 (the "Intent Resolution"), which expressed the City's support toward the renovation and rehabilitation of the "A Barracks" and "D Barracks" (the "Buildings") to be used for ~~senior housing~~ **multifamily affordable rental housing** (as more fully described herein, the "Housing Project"), which the City Council believes will significantly contribute to the local quality of life and help to provide economic growth within the City; and

[Drafting note: the same substitution is made wherever "senior housing," a "senior housing project," or "senior housing units" appears in the Development Agreement, the Intent Resolution recitals, and the First Amendment. The Housing Project will not be restricted to senior occupancy.]

2. Recitals — Correction of Titleholder Name (Fourth Recital)

WHEREAS, in connection therewith, the City has transferred title to the Project Site to the ~~Boonville Community Development Corporation~~ **Boonslick Community Development Corporation, Inc., a Missouri nonprofit corporation** (the "BCDC"), which intends to apply for grant funds to pay part of the costs of environmental remediation of the Buildings; and

[Drafting note: corrects a scrivener's error. The Option to Purchase and the recorded title are in the name of Boonslick Community Development Corporation, Inc. All references in the Development Agreement to "BCDC" mean that entity.]

3. Section 1 — Definition of "Housing Project"

"Housing Project" means (a) the design and construction of all infrastructure improvements required for the Housing Project; (b) the **rehabilitation and** construction of approximately ~~55~~

~~multi-family residential units and approximately 14 parking spaces~~ **53 multifamily residential rental units** within the "A Barracks" and the "D Barracks", **together with associated on-site parking**; and (c) all other work reasonably necessary to complete the Housing Project and effectuate the intent of this Agreement.

[Drafting note: 53 units is the final architect-confirmed program — 36 units in the D Barracks and 17 units in the A Barracks. The 14-space reference is deleted because on-site parking is addressed together with the City's 70-space commitment under Section 3, which is unchanged.]

4. Section 6(c) — Option Term (Ratification and Conforming Change)

(c) The City agrees to execute an option agreement, to be prepared by the Developer but subject to the City's reasonable approval, providing the Developer an exclusive right to purchase the Project Site and the improvements thereon (the "Option"). The Option shall have an initial term of December 31, ~~2026~~ **2027**, with two one-year extensions so long as the Developer provides evidence to the City's reasonable satisfaction that the Developer is actively pursuing and has a reasonable likelihood of obtaining funding from MHDC and/or SHPO **in furtherance of the development of the Project Site as a multifamily affordable rental housing project.**

[Drafting note: the change from 2026 to 2027 was made by the First Amendment, which was executed by the City Administrator in February/March 2026. Only the "senior housing" conforming language is new here.]

5. Section 6(g) — Construction Deadline

(g) The Developer shall construct, or cause the construction of, the Housing Project in accordance with this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals. The Developer shall endeavor in good faith and with reasonable diligence to proceed with and construct the Housing Project by ~~December 31, 2026~~ **the later of (i) December 31, 2029 or (ii) the date that is twenty-four (24) months after the Closing Date.** Construction of the Housing Project shall be deemed to have occurred when the City issues an occupancy permit pursuant to the City Code for all units within the Buildings.

[Drafting note: "Closing Date" is already defined in Section 6(e) of the Development Agreement as the closing of financing for the Housing Project and admission of the tax credit investors into the development entity. The Developer is submitting a competitive 9% low-income housing tax credit application to the Missouri Housing Development Commission on August 7, 2026. Awards from that round are made in 2027, construction financing closes after the award, and construction and lease-up run approximately eighteen months. December 31, 2029 reflects that schedule if the award comes in the 2027 round; the alternative twenty-four-month measure protects the parties if the award or the financing closing slips, without requiring the Council to act again.]

6. Section 15 — Transferability; Consent to Assignment

Section 15. Transferability. This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

Notwithstanding the foregoing, the City hereby consents to the assignment of this Agreement by the Developer to a Missouri limited liability company or limited partnership formed to own, develop, construct and operate the Housing Project, of which an affiliate of Riverstone Platform Partners, LLC serves as manager or general partner, and to the admission of tax credit investor members or limited partners into such entity in connection with the financing of the Housing Project. The Developer shall provide the City written notice of such assignment, including the assignee's legal name, within ten (10) days after the assignment. Upon such assignment and the assignee's written assumption of this Agreement, the assignee shall be entitled to all rights and benefits, and shall be bound by all obligations, of the Developer under this Agreement.

[Drafting note: federal and state tax credit rules require that the property be owned by a single-purpose entity admitting the tax credit investor. This consent is what allows the transaction to close without returning to Council. No City obligation is enlarged.]

7. Section 16 — Notice to Developer

To the Developer:

~~Kemper Apartments, LLC, 7152 Eldorado Pointe, West Des Moines, Iowa 50266, Attn: Jim Bergman~~

Kemper Apartments, LLC, c/o Riverstone Platform Partners, LLC, Attn: Kelley Hrabe, Manager, 416 W. 62nd Street, Kansas City, Missouri 64113, Email: kelly@consolidatedhs.com

With a copy to: Daniel L. McClain, Siegfried Bingham, P.C., 2323 Grand Boulevard, Suite 1000, Kansas City, Missouri 64108, Email: DMcClain@sb-kc.com

8. Exhibits A and B

Exhibit A (Project Site) and Exhibit B (Parking Diagram) to the Development Agreement were left blank in the executed instrument. Exhibit A is completed by attaching the legal description of the A Barracks and D Barracks parcels prepared by MECO Engineering. Exhibit B is completed by attaching the map showing the location of the 70 parking spaces to be constructed by the City within Kemper Park pursuant to Section 3.

9. Sections Not Changed — Reaffirmed

The following City commitments are **not amended** and are reaffirmed as they apply to the Housing Project as redefined above: Section 2 (Environmental Remediation); Section 3 (Additional Parking — at least 70 spaces within Kemper Park, at the City's cost, completed before the Developer completes construction); Section 4 (Availability of Public Utility Services, including reasonable costs to provide water and sewer lines to the Project Site if necessary); Section 5 (Maintenance of Certain Improvements — 100% of the costs to maintain, repair or replace the sidewalks, parking lots and roads at Kemper Park); and Section 6(a) (waiver of the first \$20,000.00 in building application and permit fees).

[Drafting note: this reaffirmation adds no new City obligation. It is included because MHDC scores documented local government support, and the application must show these commitments remain in force under the current project scope.]

BILL NO. _2026-013_____

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE PURCHASE OF APROXIMATELY A .44 ACRE PARCEL ALONG CLIFF DRIVE, ALONG THE KATY BRIDGE APPROACH, FROM W.N. GEIGER & SONS, INC.; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCE IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, W.N Geiger & Sons, Inc are offering property for sale on Cliff Drive; and

WHEREAS, the City Council desires to secure this property to maintain the Katy Bridge approach and park land as well as to keep Cliff Drive unimproved; and

WHEREAS, the City and W.N. Geiger & Sons, Inc have agreed on a price of seven thousand, five hundred (\$7,500.00) dollars

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

SECTION 1: That a certain tract of land, as set out and described in the attached Vacant Lot and Land Sales Contract, marked "Exhibit A" is approved by the City Council.

SECTION 2: That the City Administrator and City Clerk are hereby authorized to execute and such documents as may be necessary to successfully complete the real estate property transfer at closing.

SECTION 3: That the City Clerk is hereby instructed to assure that the real estate transaction is properly and timely recorded at the Cooper County Recorder of Deeds office.

SECTION 4: This Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 5: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: AUGUST 3, 2026

READ FOR THE SECOND TIME THIS 17TH OF DAY OF AUGUST 2026, AFTER A COPY OF

THIS ORDINANCE AND REFERENCED DOCUMENTS HAVE BEEN MADE AVAILABLE FOR
PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

President of the Council

APPROVED THIS 17TH DAY OF AUGUST, 2026

Mike Conway, Mayor

ATTEST:

Amber Davis, City Clerk



Vacant Land and Lots Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

This Vacant Land and Lots Sale Contract ("Contract") is made by and between:

City of Boonville

("Buyer") and the undersigned "Seller".

1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate commonly known as:

Water St	65202	Boonville	MO	65233	Cooper
Street Address		City		Zip Code	County
(Complete as applicable:)	35	49	17	057035002008002000	
	Section	Township	Range	Lot or Parcel ID No.	

☒ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all buildings, improvements, fixtures and affixed equipment located thereon (if any, unless specifically excluded), including but not limited to fencing and gates, systems and utilities, trees, bushes, shrubs, plants and landscaping, all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, all of which Seller warrants to convey free and clear, are collectively referred to herein as the "Property".

2. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 7,500.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ 0.00

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, also complete below) \$ 0.00

Earnest Money shall be delivered by Buyer to na ("Escrow Agent") no later than ____ days (10 if none stated) after the Effective Date.

If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice thereof to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

3. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) Boonville Abstract ("Closing Agent")

at Main St., MO on Aug 25, 2026 (the "Closing Date").
Specify Location Month Day

Possession, all keys, and written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control any electronic systems/components at the Property will be delivered to Buyer at Closing. **Prior to possession by Buyer, Seller shall terminate and remove all access and connections to any electronic system/component at the Property from Seller's personal devices (e.g., smart phones, tablets, computers). Buyer is encouraged to change locks and reset to factory setting all codes and passwords on all electronic systems/components at the Property following possession. Brokers are not responsible for delivery of keys, or the access information outlined above**

Note: Attach a rider if possession is to be transferred other than as of Closing. The following are attached and incorporated as part of this Contract: (check all that apply):

- ☐ MSC-2080R (Possession by Buyer Prior to Closing) ☐ MSC-2090R (Possession by Seller After Closing)
☐ MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) ☐ (Other) _____
☐ (check if applicable) **The Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached and incorporated herein.**

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included below.

4. **INCLUSIONS/EXCLUSIONS.** *Note: This Contract provides for what is included in this sale, and not a Seller's Disclosure Statement, MLS, commercial or any other listing service or promotional material.*

Note: All grain, crops, livestock, hay, silage, and any non-affixed equipment or personal property now located on the real estate are reserved by Seller or Seller's tenant and NOT deemed part of the Property (unless specifically included below).

TO AVOID MISUNDERSTANDING LIST BELOW (AS "INCLUDED" OR "EXCLUDED") ANY ITEM WHICH MAY BE SUBJECT TO QUESTION.

Included (e.g., any off-site or non-affixed equipment or machinery, or other personal property to be included):
na

Excluded (e.g., any deer stands, hunting blinds, trail cameras or other items reserved, leased or not owned by Seller):
na

5. SALE/APPRaisal/ FINANCING CONTINGENCIES.

A. Sale Contingency. *Check one box below:*

☒ This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.

☐ This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then complete and attach either (check applicable box):*

☐ Contingency for Sale of Buyer's Existing Property (MSC-2021R), or

☐ Contingency for Closing of Buyer's Existing Property (MSC-2022R).

☐ **B. Appraisal Contingency.** *Check this box only if this Appraisal Contingency paragraph is intended to apply:*

Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the Property appraising at the Purchase Price, check box B above and complete the following.

Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**"). Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer. If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and a complete copy of the appraisal) to Seller no later than ____ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within ____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

C. Financing Contingency. *Check box 1, 2, or 3 below:*

☒ **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price. (Also check the following, if applicable):

☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

☐ **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*

☐ Government Loan (MSC-2011R)

☐ Seller Financing & Disclosures (MSC-2012R)

☐ Loan Assumption (MSC-2013R))

☐ Other. _____

☐ **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the

date (the "**Loan Contingency Deadline**") which is ____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer complies with the terms of this subpart C.3 and timely provides Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: ____ % of the Purchase Price, or \$ ____.

Initial interest rate not to exceed: ____ %. Amortization term ____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: ____

Other terms (N/A if blank): ____

If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of the sale and/or closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If there is no Appraisal Contingency (i.e., if subpart B is not checked above) or the Appraisal Contingency has been waived or removed, then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this financing contingency.

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE/SURVEY. Note: Any Seller paid Title Fees below are **in addition** to any "Seller Concessions" (see §10).

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "**Deed**"), properly executed and in recordable form.

A. Title. Within 4 days (20 if none stated) after the Effective Date (check applicable box below):

☐ 1. Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "**Owner's Policy**"), **both at Seller's cost.**

☒ 2. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (**cost of both split 50/50 by parties**).

☐ 3. Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**

☐ 4. Buyer may order a Title Commitment to issue an Owner's Policy (**both at Buyer's cost**).

The Title Commitment and Owner's Policy shall be issued by Boonville Abstract (the "**Title Company**").

Buyer has 2 days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted Exceptions as defined below), all recorded subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the "**Title Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein ("**Title Objections**"); provided, however, that if box A4 is checked, then Buyer has ____ days (20 if none stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N ("**Title Notice**") may be used to facilitate the delivery of any Title Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Title Commitment to Seller pertaining to such Objections. Seller has ____ days (7 if none stated) after receipt of Buyer's Title Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within ____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Title Objections, agrees in writing to accept title without correction of such Title Objections. **Note: If Seller fails to timely respond to Buyer's Title Objections, then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any Title Objection causes a failure of marketable title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

B. Survey Contingency. (Check on box below)

Note: Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage.

☒ 1. **Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.

☐ 2. **Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.

☐ "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from whom, and the responsibility of the parties to pay for the same (the "**Survey**").

C. Permitted Exceptions. Seller is solely responsible and liable for clearing any title or survey exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, all leases and any other occupancy rights of others existing as of the Effective Date which have been disclosed to and approved of by Buyer pursuant to this Contract are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

D. LIMITATION of Title Objection rights (only applies if the following box is checked):

☐ All recorded subdivision indentures, covenants, declarations and restrictions shall be Permitted Exceptions, and Buyer waives its right to object to any of these items as part of the Title Review Period above.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Unless waived in writing (*Check this box ☐ and attach MSC-2051R As-Is Inspection Waiver Rider for this purpose*), Buyer may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:** *The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to flood insurance.* Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract.

B. Property Data. Within ____ days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district; Subdivision Documents and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. Inspection Reports. Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written inspection reports ("**Reports**") of the physical condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and wastewater treatment systems; electrical and mechanical systems and equipment; gas lines; soils and drainage; and any equipment included as part of the Property. **Note:** *Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate the inspection process.*

D. Inspection Notice. Buyer must furnish a complete copy of the relevant Report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "**Inspection Notice**", See MSC-2050N), within ____ days (*10 if none stated*) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional ____ days (*5 if none stated*) to provide the Inspection Notice. **Note:** *MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note:** *Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer. Buyer may not object to anything that is not in a Report.* Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions any inspection may have disclosed.

If an Inspection Notice is timely given, it shall state if:

- (1) Buyer is satisfied with all inspections;
- (2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless otherwise specified); or
- (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8).

E. Resolution Period. If this Contract is not terminated as provided above, the parties shall have ____ days (10 if none stated) after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise acceptable to the parties; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios being referred to herein as a "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate unless Buyer delivers a Capitulation Notice to Seller within ____ days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment and interest rate).

8. DISPOSITION OF EARNEST MONEY.

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow Funds**") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note:** If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract. Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS/CONDEMNATION.

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property and to do ordinary and necessary maintenance, upkeep and repair through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer, a copy of any written communications to and from the condemning authority and /or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further liability hereunder and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This Section shall survive Closing.

10. ADJUSTMENTS/CLOSING COSTS.

Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

Buyer shall pay for (where applicable):

(a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any Survey or appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses); (f) any inspections ordered by or for Buyer; (g) special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and Neighborhood Improvement Districts), subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges); (i) agreed upon repairs; (j) any municipal, conservation, fire district or other governmental authority occupancy compliance permit fees; and (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

(a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller Concessions; (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the County where the Property is located; (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) agreed upon repairs; and (g) any commission or other compensation due from Seller to the Broker(s).

The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:

(a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) all current profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") with Income delinquent over thirty (30) days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing; (c) any installments of Special Assessments becoming due and payable during the calendar year of Closing; (d) subdivision upkeep assessments and monthly association fee; and (e) flat rate utility charges (including water, sewer and trash); and (f) boat dock fees.

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not to exceed the amount set forth at \$2 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, Buyer's Broker fees, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty or Title Fees paid by Seller).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligation of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party") or have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION.

This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

325 **13. DEFAULT/REMEDIES.**

326 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the
327 other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required
328 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other
329 party shall have the following remedies:

330 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by
331 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to
332 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and
333 expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's
334 sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual
335 damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by
336 Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other
337 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any
338 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's release of Seller shall not
339 relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement
340 between them.

341 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by
342 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8)
343 retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely
344 difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money
345 represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other
346 remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or
347 interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service
348 agreement entered into between them.

349 **14. PREVAILING PARTY.**

350 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover,
351 in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable
352 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

353 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

354 ☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the
355 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
356 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of
357 contingencies under this Contract.

358 ☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (1 if none stated) after the Effective
359 Date. Buyer has ____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller
360 if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver
361 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

362 ☒ **C.** No Seller's Disclosure Statement will be provided by Seller.

363 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be)**
364 **accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new**
365 **information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and**
366 **constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure**
367 **Statement false or materially misleading.**

368 **16. LEAD-BASED PAINT DISCLOSURE.**

369 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards
370 form.

371 **17. WALK-THROUGHS/UTILITIES.**

372 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter
373 and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing.
374 "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: (1) the Property is
375 in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any)
376 are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for this purpose.** Waiver
377 of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete
378 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all existing utilities (if
379 any) turned on through Closing (unless utilities have been transferred to Buyer).

380 **18. SIGNATURES.**

381 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall
382 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant
383 hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
384 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
385 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

386 **19. GOVERNING LAW/CONSTRUCTION.**

387 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good
388 faith. The terms "**Seller**" and "**Buyer**" may be either singular or plural masculine, feminine or neuter gender, according to
389 whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of
390 reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for
391 any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall
392 not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest
393 extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s)
394 had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent
395 of the parties.

396 **20. NOTICES.**

397 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "**Notice**") required under this
398 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery
399 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
400 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed
401 delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited
402 agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall
403 constitute delivery of the Notice.

404 **21. RIDERS.** In addition to any other Riders that have been marked as included, the following are attached and
405 incorporated herein as part of this Contract: *(check all that apply)*

406 ☐ Back-Up Contract Rider (MSC-2023R) ☐ Other _____
407 ☐ Other _____ ☐ Other _____

408 **22. SPECIAL AGREEMENTS.** *(complete only if applicable)*

414 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** *(Complete only if applicable. If disclosure for multiple licensees is*
415 *required, MR form DSC-1000 "Real Estate Brokerage Relationship" may be used.)*

416 _____ *(insert name of licensee)*
417 is a real estate broker or salesperson, and is *(check one or more, as applicable):*

- 418 ☐ a party to this transaction;
419 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or
420 ☐ an immediate family member of ☐ Seller ☐ Buyer.

421 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** *(check one or more boxes below as applicable)*

422 ☒ Seller ☐ Buyer *(Note: Actual compensation will be determined by applicable brokerage service agreements*
423 *or as otherwise negotiated as part of this Contract)*

424 ☐ Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Seller Broker shares compensation with,
425 Buyer Broker at Closing, Form MSC-4025R "Compensation Agreement Rider" is attached and incorporated herein.

426 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
427 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

428 **25. BROKERAGE RELATIONSHIP.**

429 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission,
430 and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the
431 Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first
432 showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

433 **Licensee assisting Buyer is a:** (Check applicable boxes)

- 434 ☐ **Buyer's Limited Agent** (acting on behalf of Buyer)
435 ☐ **Seller's Limited Agent** (acting on behalf of Seller)
436 ☐ **Dual Agent** (acting on behalf of both Buyer & Seller)
437 ☐ **Transaction Broker Assisting Buyer** (not acting on
438 behalf of either Buyer or Seller)
439 ☐ **Subagent of Seller** (acting on behalf of Seller)
440 ☐ **(Also check here if serving as a designated agent)**

Licensee assisting Seller is a: (Check applicable boxes)

- ☐ **Seller's Limited Agent** (acting on behalf of Seller)
☐ **Buyer's Limited Agent** (acting on behalf of Buyer)
☐ **Dual Agent** (acting on behalf of both Seller & Buyer)
☐ **Transaction Broker Assisting Seller** (not acting on
behalf of either Seller or Buyer)
☐ **(Also check here if serving as a designated agent)**

441 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

442 _____
443 **Buyer Broker Firm Name**

444 Broker's Firm State License # _____

445 By (Signature) _____

446 Licensee's Printed Name: _____

447 Licensee's State License # _____

448 Date: _____

Seller Broker Firm Name

Broker's Firm State License # _____

By (Signature) _____

Licensee's Printed Name: _____

Licensee's State License # _____

Date: _____

449 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

450 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data,
451 and to otherwise fully inspect the Property.— Buyer (and all involved real estate licensees, Buyer and Seller Brokers and
452 their respective licensees identified in §25 above, collectively, the **"Brokers"**) may be present during any time of permitted
453 access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and
454 compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge
455 or understanding of any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge
456 that Brokers have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely upon the
457 Brokers in any way as to the selection or engagement of any particular company to serve as a lender, appraiser, title
458 company, surveyor or for any inspection/repair, warranty, settlement or other service (**"Service Provider"**). Such services
459 may be offered by more than one company, and the determination to select and engage a particular Service Provider is to
460 be determined solely by the parties as agreed upon herein. The parties should consider, but not be limited by, the existence
461 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional
462 associations and years of experience. **Although one or more of the Brokers may be a member a franchise, the**
463 **franchisor is not responsible for the acts of said Broker(s).**

464 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
465 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
466 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2)
467 the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the
468 statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be
469 the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller
470 disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false,
471 or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered
472 to be making any statement contained in such documents.

473 **27. SALES INFORMATION.**

474 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales
475 information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association
476 or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

477 **28. FEDERAL REGULATIONS.**

478 **A. FIRPTA.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax
479 Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If

480 Seller is a foreign person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any
481 amount required to be withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If
482 the net proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent,
483 as a condition to Closing, the additional Funds necessary to satisfy the applicable FIRPTA withholding requirements. The
484 parties should seek independent tax advice and legal counsel regarding FIRPTA and any other tax matters.

485 **B. FinCEN REPORT.** 31 CFR § 1010.821 requires that certain residential real estate transactions purchased with all cash
486 or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company,
487 corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury
488 Department's Financial Crimes Enforcement Network (FinCEN). IF THIS TRANSACTION IS SUBJECT TO THE FinCEN
489 REPORT, Seller and Buyer shall, no later than Closing, provide to the Closing Agent all information necessary to complete
490 the FinCEN Report. Buyer shall be responsible for all costs and fees to prepare and file the FinCEN Report.

491 **C. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party
492 is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
493 National and Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do
494 business under anti-terrorism laws.

495 **29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

496 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, 1.m., on
497 _____ (the "Acceptance Deadline"). This offer is freely revocable by Buyer by providing
498 notice (whether orally or in writing) to Seller or the licensee assisting Seller until Seller has accepted it. Once Seller has
499 accepted it by both (1) signing it; and (2) providing timely notice of such acceptance (whether orally or in writing) to Buyer or
500 to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline) this Contract will become valid and legally binding.

501 The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

502 **30. TIME IS OF THE ESSENCE.**

503 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified
504 time shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

505 ☐ **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

506 **SELLER ACCEPTS OFFER (Sign Below)**

507	_____	_____	_____	_____
508	BUYER	Date	SELLER	Date and Time
509	Print Name: <u>City of Boonville</u>		Print Name: <u>W. N. Geiger & Sons, Inc.</u>	

510	_____	_____	_____	_____
511	BUYER	Date	SELLER	Date and Time
512	Print Name: _____		Print Name: _____	

513	If signing on behalf of a trust or other legal entity,	If signing on behalf of a trust or other legal entity, please
514	print its name and your title below:	please print its name and your title below:

515	_____	_____
516	Printed Entity Name	Printed Entity Name
517	Title(s): _____	Title(s): _____

518 **SELLER REJECTS OFFER (Initial) _____**

519 **SELLER COUNTER-OFFERS (Initial) _____**
520 Counter Offer form MSC-2040, which amends the terms of
521 this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/01/25.

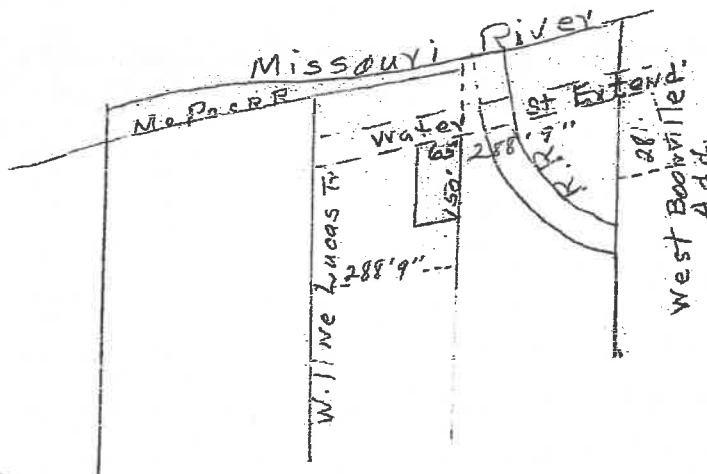
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No. 2506

Abstract of Title

To the following described Real Estate, situated in
 COO LER COUNTY MISSOURI.

Beginning on the South line of Water Street if extended at a point 288 feet 9 inches westerly from the Northwest corner of lot 281 of West Boonville Addition to the City of Boonville, Missouri, thence westerly on the South line of said Water Street if extended sixty-five (65) feet, thence South one hundred fifty (150) feet, thence easterly parallel to said Water Street if extended sixty five (65) feet, thence North one hundred fifty (150) feet to beginning; lying in the Northwest quarter of Section thirty-five (35), Township forty-nine (49) North Range seventeen (17) West 5th P. and in the Corporate Limits of the City of Boonville, Missouri.



July 28, 2026

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: 8.3.26 City Council Meeting Notes and Comments

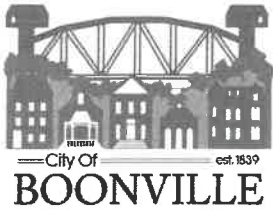
Whew! We have had some hot weather this past week – I hope everyone stayed cool and safe! Hopefully, August is just a little bit cooler. August is back to school month, golf month and family fun month. So, I hope everyone spends a little time chasing birdies, having a movie night and a great first day of school this month.

There are several items on the agenda tonight for Council's consideration. Some of these items we have previously discussed.

- Development Agreement Amendment: As we have already discussed, the developers are asking to transition from senior housing to multi family housing. The development team will be at the City Council meeting to discuss this transition. The resolution amending this agreement is on the agenda tonight, which will allow the developers to submit their tax credit application by the due date. Multifamily affordable housing is something that has been identified in our draft comprehensive plan and the Boonville Housing Authority also believes more affordable housing is needed in this community.
- First reading of Cliff Drive Property Purchase- The Geiger's accepted the offer made on the Cliff Drive property; the sales contract is included with the ordinance. The closing date is August 25.

Notes and Comments:

- At the next Council meeting, we will have a public hearing to set the tax levy and probably a first and second reading of that ordinance. At the time of writing, I have not received the paperwork from the state auditor yet. The timeline for adopting the levy is set out in state statute and the rate allowable by law is provided to the City by the State auditor. The public meeting and the adoption of the levy must be completed by September 1. The rate last year was .7354.
- There are several work sessions in September and December that I want to schedule to discuss items prior to budgeting. These include the airport, water rates and gaming funding. They will be on 9/21 for water, 10/5 for airport and 10/19 for gaming funding. The water work session will start at 5 PM, as we have a presentation, we would like to give first.
- Calling all pool fans! This will be the last two weeks for the pool, last day is 8/16.



LICENSE NO: _____

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- Please fill out all information on this form as it pertains to your event
- Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns. *Must submit 2 months prior to event
- Events on City property will require a \$1,000,000 liability insurance policy

EVENT INFORMATION

Event Name: Customer Appreciation Block Party

Event Start Date: 09/12/2026

Event End Date: 09/12/2026

Date of Set Up: 09/12/2026

Times: 0200pm

Date of Tear Down: 09/12/2026

Times: 1100pm

Proposed Location: Morgan Street, between Main Street and 6th street

☒ Downtown Area

☐ Kemper Park

☐ Harley Park

☐ Second Street Area

☐ Depot District *State Park Permit required also

Expected Attendance: 250

of Staff & Volunteers: 20

Are Vendors Expected? YES ☒ NO ☐ If YES, how many? 1-15 16-20 21-25 26+

- Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
- Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: ☒ (1-15) \$50 ☐ (16-20) \$75 ☐ (21-25) \$100 ☐ (26+) \$125

EVENT ORGANIZER INFORMATION

Company/ Organization Name: Boonville Area Merchants Association (BAMA)

Organizer's Name: Jason Bishop

Mailing Address: 408 Main Street

Email Address: jason@mrdotpc.com

Phone: (660) 882-8395

Cell Phone: (573) 356-8237

Phone: _____

Cell Phone: _____

WHAT CITY SERVICES WILL BE REQUESTED

<u>City Services-</u>	<u>Yes</u>	<u>or</u>	<u>No</u>	<u>Describe Your Needs-</u>
Electricity Hookup *AMEREN	☒		☐	light pole accessible power on Main St. is sufficient.
Water Hookup	☐		☐	
Dumpster / Trash Cans	☐		☐	
Picnic Tables	☒		☐	for outdoor dining/seating-10 tables
Street Closure	☒		☐	Main Street & 6th Street entrance barricades

EVENT COMPONENTS (Check all that apply)

☒ Alcohol	☐ First Aid/ EMT	☐ Security
☒ Amplified Sound	☐ Fireworks	☒ Signage/Banners
☐ Animals/ Petting Zoo	☒ Food Service	☐ Sporting Event
☐ Bicycling	☐ Inflatables	☒ Stage
☐ Bleachers	☐ Parade / Floats	☒ Tent / Canopies
☐ Carnival Rides	☒ Portable Restrooms	☐ Traffic Control
☒ Concert / Live Music	☐ Race (timed event)	☐ Water -City Source
☒ Electricity / Generator	☐ Run (non-timed event)	☒ Vendors
☒ *Other Items Not Listed <u>Temporary waiver of Open Container restrictions for event area.</u>		

PARADE & STREET CLOSURE REQUEST

Event Date: _____ **Number of Parade Entries:** _____

Set up Time: 1200pm **Start Time:** 0300pm

Parade Route: _____

Staging Location: Approximate location in front of 1105 Morgan Street (mid block)

Request for Parking Restrictions: ☒ **Yes** ☐ **No**

Street Sweeper Requested: ☐ **Yes** ☒ **No**

Description of Parking Restriction Request: If we can restrict all street parking 2pm-1159pm between Morgan and 6th for event at 4pm-11pm outside of vendor and stage/event related vehicles for set up and teardown/clean-up.

SITE LAYOUT

For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.

STREETS TO BE CLOSED

<u>Streets to be closed</u>		<u>From Where to Where</u>		<u>Times to be Closed</u>		<u>How many door hangers needed</u>	
1.	Morgan Street	From	Main Street	to	Sixth Street	From 0400pm to 12am	20
2.		From		to		From to	
3.		From		to		From to	
4.		From		to		From to	
5.		From		to		From to	
6.		From		to		From to	
7.		From		to		From to	
8.		From		to		From to	
9.		From		to		From to	
10.		From		to		From to	

City Parking Lot Closure Request

Times to be Closed

How many door hangers needed

From to

Street Parking Restriction Request

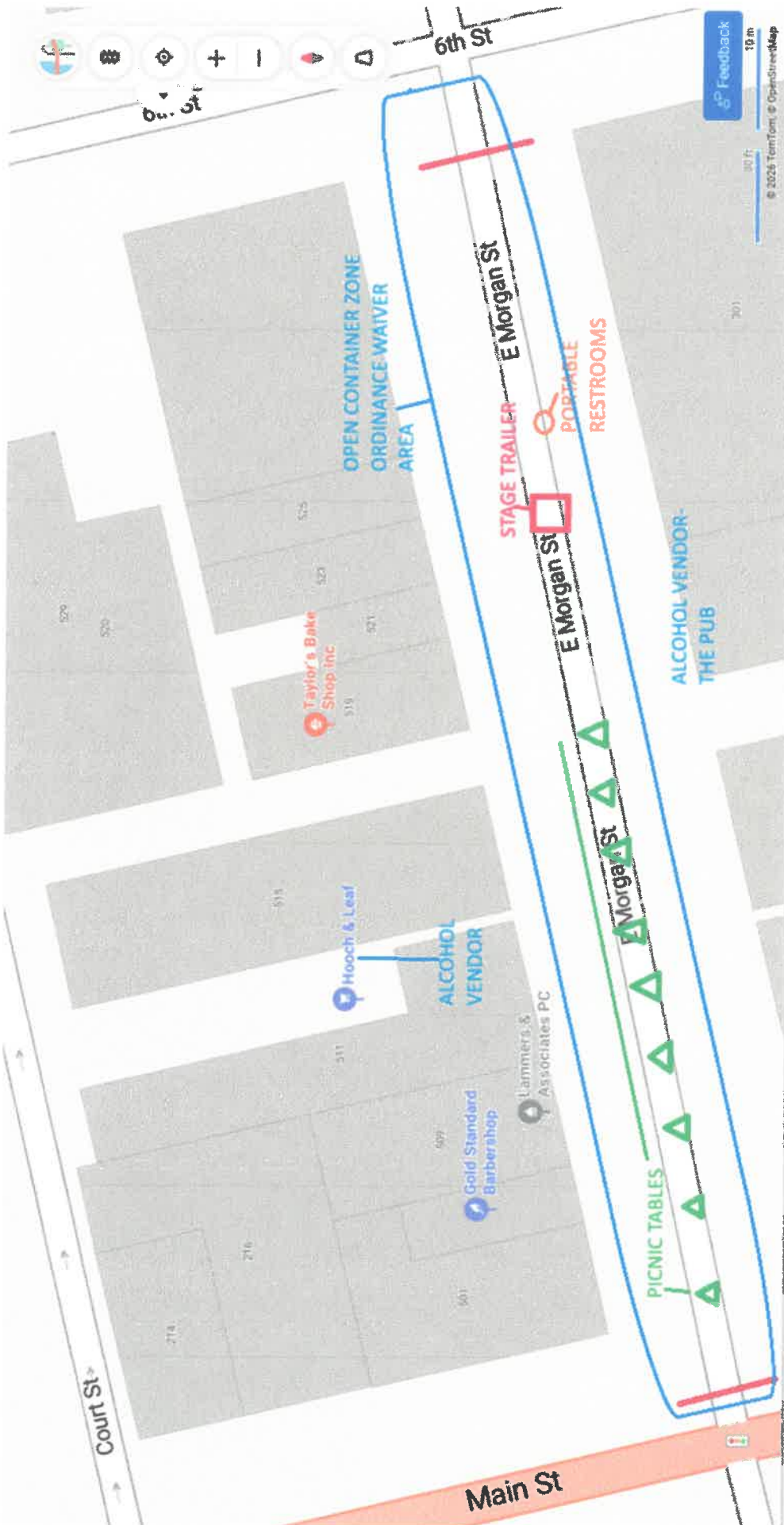
Times to be Closed

How many door hangers needed

Morgan Street

From 0200pm to 1200am

20



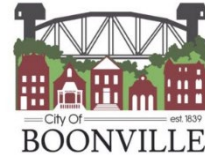
Event/Street closure application addendum 9/12/2026:

Boonville Area Merchants Association (BAMA) desire to host a “block party” customer appreciation event hosted by several area businesses as a thank you to the community for their support of the local Boonville economy and merchants. This event is funded by the merchants to include live music venues, a 2-3 mobile food/concession vendor trucks and alcoholic beverages may be provided by local licensed merchants operating from their storefronts or restaurant space. The included maps indicate vendors cooperating with our event in the respective applied zones.

We are requesting to close one of the two proposed downtown areas so we can set up tables for food and beverage consumption in the event space downtown as capacity may exceed local business occupancy limits. We are also requesting a temporary Alcoholic Beverage Open Container Zone Ordinance waiver for the approved street event areas only as part of the event so attendees can purchase drinks from local establishments and be able to walk among the other vendors and stage areas and portable restrooms during the duration of the event. Staff and volunteer staff will be performed by the event hosts.

We have provided two applications of two different locations for the same event subject to approval with the preference for Morgan Street as the primary event location, but additional Chestnut Street as an alternate location if it better suits the approval accommodations being reviewed by the city to host this event. We are not requesting to close both streets for the event. The second application is providing an alternative location should the primary Morgan Street location logistics not be available for this event.

Thank you for your consideration.



Economic Developer's Report

July 23, 2026

Narrative:

July was generally slow in the week prior to the 4th of July and slow in the week after. However, since then, activity has been high with two MoPar projects to which we've responded along with a project site visit by an out of state developer. Additionally, I participated in workforce development planning with State Fair CC, met with several entrepreneurs to discuss business opportunities and met with stakeholders in the community including the new Boonville R-I Superintendent, Dr. Brent Hodge.

Points of emphasis are in **Bold**.

1. Active Projects:

Boonslick Community Development Corporation								
Active Project List								
NEW		ADVANCING	ON HOLD	Questionable	Out			
Updated: 7/14/2026								
Orig Date	Project Name	Type	Source	Score	Trend	Short Description	Loc	
33 7/14/2026	Fallback	Manufacturing	MoPar	5	↔	Heavy Manufacturing - 2 Phase Potential	CH	
32 7/9/2026	Simmer	Food Processing	MoPar	5	↔	Food Processing - 3 Phase Project Potential	C	
31 6/10/2026	Wheat	Tourism	Local	5	↔	Accommodations	B	
30 6/9/2026	Potato	IT	Local	5	↔	IT Services Company	CH	
29 5/26/2026	Bob	Agricultural	Local	5	↔	Agricultural Processing	B	
28 4/28/2026	Quail	Food & Bev	MoPar	5	↔	Processing/Mfg. and Distribution	CH	
27 4/3/2026	Orville	PPP	Local	5	↔	Professional Services	B	
26 2/3/2026	Navoo	Manufacturing	MoPar	5	↔	Manufacturing - Wire Products	CH	
25 1/12/2026	Endor	Manufacturing	MoPar	5	↔	Adv. Manufacturing and Testing	BCH	
24 12/11/2025	Beagle	Manufacturing	MoPar	5	↔	Heavy Manufacturing	B	
23 10/1/2025	Spinner	IT	Local	3	↔	IT Services Company	BCH	
18 6/2/2025	Alan	Plt. Expansion	Local	5	↓	Training facility	C	
17 5/27/2025	Locksmith 2	Food Mfg.	MoPar	6	↔	Food Manufacturing	B	
16 5/1/2025	Extend	Energy	Local	9	↑	Energy	C	
11 3/19/2025	Ace	Manufacturing	Local	5	↔	Assembly of high technology parts	C	
9 3/19/2025	Zach	Manufacturing	Local	7	↑	Assembly of high technology parts	C/B	
7 2/27/2025	Bell	Industrial	Local	3	↔	Plastic extrusion	B	

2. Attraction Activities:

- a. Prospect list for Windsor Place – Distribution Centers (Pg. 4)
- b. Project Mule – No Response (Infrastructure lacking – Discussion) (Pg. 8)
- c. Project Dive – No Response (No building matching requirements) (Pg. 12)
- d. MoPAR Transition to LASSO for RFIs
 - i. A bit painful – 40Qs to 175. (3x in a couple of days)
- e. Project Fallback (MoPar) (Pg. 14)
 - i. Submitted WPIP (Pg. 16)
 - ii. Submitted HCIP (Pg. 20)
 - iii. Infrastructure discussion (gas/water/sewer each location)
- f. Project Simmer (MoPar) (Pg. 24)

- i. Submitted WPIP (Pg. 26)
 - ii. Infrastructure discussion
 - iii. Airport proximity discussion – Question for Lochner
- g. **Project Bob (Local)**
 - i. **Closed project – Local site did not pass due diligence**
- h. Project Orville
 - i. Initial engineering engagement meeting – 6/25
- i. Project Spinner
 - i. Discussion & Project Status (Pg. 35)
- j. Discussion of progress on hotel recruitment
- k. Attended MoPar Meet Up on 7/14

3. Retention Activities:

- a. No activity

4. Expansion Activities:

- a. Project Zach
 - i. Project update

5. Entrepreneurial Support:

- a. Missouri State Entrepreneurship Plan (Pg. 50)
- b. **Update regarding RLFs**
 - i. **Howard Co still contemplating (Pg. 55)**
 - ii. **Review of draft documents (Pg. 63)**
 - iii. **Draft application form (Pg. 70)**
 - iv. **Discussion of execution steps**
- c. **Met with Fayette entrepreneur – business buy/sell**
- d. **Evaluation of FridAI Tool for small business (Pg. 88)**

6. Opportunity Zones Project

- a. Awaiting selection announcement

7. Workforce Development:

- a. Participated in SFCC strategic planning – 7/15
- b. Publicized Caterpillar and Kawasaki openings via BCDC FB

8. Housing Development:

- a. **Reapplication for Kemper project – Form to be executed by BCDC**
- b. Met with Boonville Housing Authority

9. Community Activities

- a. Continued supporting farmer's market with attendance data
- b. Supplied stakeholders with data from Blackwater Event
- c. Meeting with Friends of Arrow Rock - 7/20
- d. Met with Dr. Brent Hodge – 7/13
- e. KOMU Interview – Affordable housing – 7/13
- f. Meeting with COMO Connect in Tipton – 6/29
- g. Meeting with CCFPD – 6/22

10. BCDC Topics

- a. Marketing of the Missouri Power Belt (Pg. 95)**
- b. I updated the BCDC Website with Board Changes**
- c. Port Authority EDA grant for multi-modal planning – 7/22 EDA Meeting**
 - i. Insight from COLT
- d. Status of HoCo RED position (Pg. 96)**
- e. Population trends in Cooper and Howard Co. (Pg. 100)**

11. Other Matters

- a. Planned Time Off
- b. Local Businesses in the news:
 - i. Agri-Spray (Pg. 103)
 - ii. CMMG (Pg. 105)
- c. VISA July Economic Outlook (Pg. 107)
- d. VISA July Spending Momentum Index (Pg. 111)
- e. VISA U.S. Economic Insight (Pg. 116)
- f. VISA Global Economic Outlook (Pg. 125)