



City Of est. 1839
BOONVILLE

City of Boonville

December 1, 2025

7:00 PM

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

AMENDED

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

- I. Call to order – Pledge and Prayer**
 - A. Sy Harvell
- II. Roll Call**
- III. Hearing of Citizens' Comments**
- IV. Approval of Minutes**
 - A. November 17 Council Minutes
- V. Consent Items**
 - A. Consider Pay App No. 7 in the amount of \$7,049.95 to Hydrovac of Missouri for the Lead Line Survey Inventory.
 - B. Consider Pay App No. 2 in the amount of \$80,161.47 to CL Richardson Construction for Water and Sewer Improvements 2025
 - C. Consider Change Order No. 2 in the amount of \$0.00 to CL Richardson Construction for Water and Sewer Improvements 2025.
- VI. Presentation of Accounts and Claims**
 - A. Appropriations
- VII. Unfinished Business**
- VIII. New Business**
 - A. First Reading of Bill No. 2025-029 Amending the Solid Waste Collections Fees Portion of Administrative Fees (Appendix G) in the Code of General Ordinances.
 - B. First Reading of Bill No. 2025-030 Approving an Agreement with Black Flock LLC
- IX. Reports of Standing Committees**
- X. Reports of City Officials**

- A. Mayor
- B. City Administrator
 - Budget Kick off
- C. City Clerk
- D. City Counselor
- E. Economic Developer

XI. Miscellaneous

XII. Adjourn

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



City Of est. 1839
BOONVILLE

City of Boonville

November 17, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Andrew Cowherd

The Boonville City Council met in Regular Session on November 17, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present. Randy Ayers, Sergeant at Arms; Kate Fjell, City Administrator; Ned Beach, Mayor; Amber Davis, City Clerk; and Brad Wooldridge, City Counselor. The meeting was called to order. Andrew Cowherd led the prayer after the Pledge of Allegiance.

II. Roll Call

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

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. November 3 Council Minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay App No. 1 in the amount of \$105,425.70 to C.L. Richardson Construction for Water and Sewer Improvements 2025

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

B. Consider Change Order No. 1 in the amount of \$0.00 to C.L. Richardson Construction for Water and Sewer Improvements 2025.

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

VI. Presentation of Accounts and Claims

A. Appropriations

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

VII. Unfinished Business

None

VIII. New Business

A. Consider Resolution R2025-16 Authorizing and Approving an Agreement with Vantage Point Solutions

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

IX. Reports of Standing Committees

A. Planning and Zoning Commission (Sy Harvell)

No Quorum

B. Board of Public Works

The minutes are in the packet

X. Reports of City Officials

A. Mayor

None

B. City Administrator

• Rolling Hills Discussion

Ms. Fjell directed the council to the placer AI report on Rolling Hills Park that is in the packet. Ms. Fjell stated the report had a lot of information, but the 2 most important things are that Rolling Hills has 90,000 plus visits a year, and the most visited times of the day are between 4pm-7pm.

Ms. Fjell stated there was an email that went out about making some changes to code

enforcement, flowers, and vegetation. Ms. Fjell stated the changes would need to be approved by the council.

C. City Clerk

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

D. City Counselor

- Hail Ridge Lease Discussion

Mr. Wooldridge directed the council to a proposed lease agreement that is in the packet for Black Flock LLC. Mr. Wooldridge stated that the lease with Black Flock LLC has expired, and he is working to execute a new lease. Mr. Wooldridge will meet with Mr. Black to discuss the terms of the proposed lease and hopes to have a new lease to propose to the council at the next meeting.

XI. Miscellaneous

None

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Cowherd seconded the motion to adjourn at 7:30 p.m., and the voice vote was unanimous.

- Public Works Monthly Report

**APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)**

Original _____ of 6
Page ____ of

PROJECT: City of Boonville Lead Service Line Inventory
PROJECT NO: 454-306

CONTRACTOR: Hydrovac of Missouri
ADDRESS:
125 Irwin Dr, Jefferson City MO 65109
OWNER: City of Boonville Missouri

APPLICATION NO: 7
APPLICATION DATE: 11-Nov-25
PERIOD FROM: 4/30/2025 - 10/31/2025

ORIGINAL CONTRACT SUM: \$144,800.00
NET CHANGE BY CHANGE ORDERS: \$55,205.00
CONTRACT SUM TO DATE: \$200,005.00
TOTAL STORED TO DATE: \$0.00
TOTAL COMPLETED TO DATE: \$94,482.00
RETAINAGE 5%: \$4,724.10
TOTAL EARNED LESS RETAINAGE: \$89,757.90
LESS PREVIOUS CERTIFICATES OF PAYMENT: \$82,707.95
CURRENT PAYMENT DUE: \$7,049.95
CONTRACT TIME LIMIT DATE: March 1st, 2026

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	9/3/2024	\$55,205.00	\$0.00
2	7/21/2025	\$0.00	\$0.00
TOTALS		\$55,205.00	\$0.00

NET CHANGE BY CHANGE ORDERS: \$55,205.00

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

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ 7,049.95 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR:
BY: Mariam Kuentz
DATE: 11-11-25

OWNER:
BY: _____

ENGINEER:
BY: [Signature]
MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS



2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

Pay Estimate No.7
 City of Boonville Lead Service Line Inventory

Item No.	Description	Contract		Total	Total Completed	Completed	\$ Completed	Total	Left to	Unit	
		Quantity	Unit		Prev. Pay App	This Period	This Pay App	Completed	Finish		
1	Resident Service Line Visual Inspection	1,105	EA	\$ 181.00	\$ 200,005.00	481	41	\$7,421.00	\$94,482.00	583	EA

Contract Total	\$ 200,005.00		\$7,421.00	\$94,482.00
-----------------------	---------------	--	------------	-------------

**APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)**

Original ____ of 6
Page ____ of

PROJECT: Water and Sewer Improvements 2025

PROJECT NO: 454-314

CONTRACTOR: C.L. Richardson Construction
ADDRESS: 15475 US-63 S, Ashland, MO 65010

OWNER: City of Boonville, MO

APPLICATION NO: _____ 2
APPLICATION DATE: _____ 1-Dec-25
PERIOD FROM: _____ 10/28/2025 - 11/14/2025

ORIGINAL CONTRACT SUM: _____ \$1,710,530.69
NET CHANGE BY CHANGE ORDERS: _____ \$0.00
CONTRACT SUM TO DATE: _____ \$1,710,530.69
TOTAL COMPLETED & STORED TO DATE: _____ \$206,207.97
RETAINAGE 10%: _____ \$20,620.80
TOTAL EARNED LESS RETAINAGE: _____ \$185,587.17
LESS PREVIOUS CERTIFICATES OF PAYMENT: _____ \$105,425.70
CURRENT PAYMENT DUE: _____ \$80,161.47
CONTRACT TIME LIMIT DATE: _____

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	11/17/2025	\$0.00	
2	12/1/2025	\$0.00	
TOTALS		\$0.00	\$0.00

NET CHANGE BY CHANGE ORDERS: _____ \$0.00

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

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR:

BY: _____

DATE: _____

OWNER:

BY: _____

ENGINEER:

BY: _____



MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

Pay Estimate No.2

Base Bid

Item No.	Description	Contract		Unit Price	Total	In Place	Installed	\$ Installed	Total	Left to	Unit
		Quantity	Unit			Prev. Pay App	This Period	This Pay App	in Place	Finish	
1	Mobilization	1	LS	\$ 29,152.10	\$ 29,152.10	1	0	\$0.00	\$29,152.10	0	LS
2	Traffic Control	1	LS	\$ 7,480.00	\$ 7,480.00	0.25	0	\$0.00	\$1,870.00	1	LS
3	Remove Existing Fire Hydrant Assembly (Salvage to City) (CO#2)	6	EA	\$ 926.42	\$ 5,558.52	0	1	\$926.42	\$926.42	5	EA
4	Fire Hydrant Assembly	8	EA	\$ 6,828.05	\$ 54,624.40	2	0	\$0.00	\$13,656.10	6	EA
5	6" Class 200 PVC Water Main	173	LF	\$ 31.23	\$ 5,402.79	23	0	\$0.00	\$718.29	150	LF
6	8" Class 200 PVC Water Main	3,491	LF	\$ 42.12	\$ 147,040.92	695	0	\$0.00	\$29,273.40	2,796	LF
7	8" Gate Valve with Valve Box	2	EA	\$ 5,024.85	\$ 10,049.70	0	0	\$0.00	\$0.00	2	EA
8	6" Tapping Tee and Valve with Valve Box (CO #1)	5	EA	\$ 5,568.89	\$ 27,844.45	2	0	\$0.00	\$11,137.78	3	EA
9	8" Tapping Tee and Valve with Valve Box	3	EA	\$ 4,872.39	\$ 14,617.17	1	0	\$0.00	\$4,872.39	2	EA
10	Full Depth Granular Fill (Water Main Lines) (CO #1)	3,690	LF	\$ 20.13	\$ 74,279.70	742	25	\$503.25	\$15,439.71	2,923	LF
11	Full Depth Granular Fill (Water Service Lines)	969	LF	\$ 8.62	\$ 8,352.78	0	163	\$1,405.06	\$1,405.06	806	LF
12	Water Service Line	73	EA	\$ 2,072.12	\$ 151,264.76	0	13	\$26,937.56	\$26,937.56	60	EA
13	1" Saddle and Corp. Stop w/ Curb Box	4	EA	\$ 365.62	\$ 1,462.48	0	0	\$0.00	\$0.00	4	EA
14	2" Saddle and Corp. Stop w/ Curb Box (CO#1)	2	EA	\$ 1,047.09	\$ 2,094.18	0	1	\$1,047.09	\$1,047.09	1	EA
15	Water: #12 AWG Solid Copper Clad Steel Locate Wire w/ 0.030" HDPE Blue Insulation (CO#1)	3,669	LF	\$ 0.43	\$ 1,577.67	718	25	\$10.75	\$319.49	2,926	LF
16	6" Cap on Existing Water Line	8	EA	\$ 1,250.86	\$ 10,006.88	0	2	\$2,501.72	\$2,501.72	6	EA
17	8" Cap on Existing Water Line	2	EA	\$ 1,706.18	\$ 3,412.36	0	0	\$0.00	\$0.00	2	EA
18	Full Depth Granular Backfill at Sewer Manholes	14	EA	\$ 554.46	\$ 7,762.44	0	3	\$1,663.38	\$1,663.38	11	EA
19	Full Depth Granular Backfill at Sewer Mains	2,433	LF	\$ 78.26	\$ 190,406.58	0	118	\$9,234.68	\$9,234.68	2,315	LF
20	Full Depth Granular Backfill at Sewer Service Lines	458	LF	\$ 48.42	\$ 22,176.36	0	0	\$0.00	\$0.00	458	LF
21	8" PVC SDR 35 Sewer Pipe 0'-6' Deep	92	LF	\$ 37.20	\$ 3,422.40	0	0	\$0.00	\$0.00	92	LF
22	8" PVC SDR 35 Sewer Pipe 6'-8' Deep	1,460	LF	\$ 33.48	\$ 48,880.80	0	0	\$0.00	\$0.00	1,460	LF
23	8" PVC SDR 35 Sewer Pipe 8'-10' Deep	711	LF	\$ 33.54	\$ 23,846.94	0	84	\$2,817.36	\$2,817.36	627	LF
24	8" PVC SDR 35 Sewer Pipe 10'-12' Deep	212	LF	\$ 51.57	\$ 10,932.84	0	41	\$2,114.37	\$2,114.37	171	LF
25	8" PVC SDR 35 Sewer Pipe 12'-14' Deep	19	LF	\$ 75.50	\$ 1,434.50	0	19	\$1,434.50	\$1,434.50	0	LF
26	48" Std. Manhole w/ Frame and Lid (0'-6' Depth)	15	EA	\$ 5,221.73	\$ 78,325.95	0	3	\$15,665.19	\$15,665.19	12	EA
27	48" Std. Manhole Additional Depth	37.4	VLF	\$ 602.67	\$ 22,539.86	0	15.1	\$9,100.32	\$9,100.32	22.3	VLF
28	Abandon Existing Manhole	5	EA	\$ 885.91	\$ 4,429.55	0	0	\$0.00	\$0.00	5	EA
29	Polyurea Liner Applied to Manholes	28.8	VLF	\$ 513.96	\$ 14,802.05	0	0	\$0.00	\$0.00	28.8	VLF
30	Sewer Service Lines	57	EA	\$ 624.94	\$ 35,621.58	0	0	\$0.00	\$0.00	57	EA
31	Remove Improvements (Concrete)	253	SY	\$ 16.89	\$ 4,273.17	0	0	\$0.00	\$0.00	253	SY
32	Subgrade Compaction	427	SY	\$ 2.92	\$ 1,246.84	0	0	\$0.00	\$0.00	427	SY
33	4" Type 5 Aggregate	152	SY	\$ 15.04	\$ 2,286.08	0	0	\$0.00	\$0.00	152	SY
34	4" Concrete Sidewalk	68	SY	\$ 162.00	\$ 11,016.00	0	0	\$0.00	\$0.00	68	SY
35	30" Type A Curb and Gutter Including MoDOT Type 5 Aggregate Base	268	LF	\$ 106.04	\$ 28,418.72	0	0	\$0.00	\$0.00	268	LF
36	18" Roll Back Curb and Gutter Including MoDOT Type 5 Aggregate Base	147	LF	\$ 91.45	\$ 13,443.15	0	0	\$0.00	\$0.00	147	LF
37	Fertilizing, Seeding and Mulching	1	LS	\$ 1,194.33	\$ 1,194.33	0	0	\$0.00	\$0.00	1	LS
38	Adjust Utilities	15	EA	\$ 237.11	\$ 3,556.65	0	0	\$0.00	\$0.00	15	EA
39	Raise Manhole Lid	20	EA	\$ 725.72	\$ 14,514.40	0	0	\$0.00	\$0.00	20	EA
40	Remove Improvements	174	SY	\$ 15.60	\$ 2,714.40	0	0	\$0.00	\$0.00	174	SY

Pay Estimate No.2 Continue

Item No.	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
41	Remove Unsuitable Materials	45	CY	\$ 6.24	\$ 280.80	0	0	\$0.00	\$0.00	45	CY
42	Rock Backfill in Unsuitable Material Areas	45	CY	\$ 39.93	\$ 1,796.85	0	0	\$0.00	\$0.00	45	CY
43	Geotextile Separation Fabric	238	SY	\$ 2.40	\$ 571.20	0	0	\$0.00	\$0.00	238	SY
44	6" Type 5 Aggregate	174	SY	\$ 67.37	\$ 11,722.38	0	0	\$0.00	\$0.00	174	SY
45	Tack Coat	467	GAL	\$ 8.80	\$ 4,109.60	0	0	\$0.00	\$0.00	467	GAL
46	3" Plant Mix Bituminous Black Base	174	SY	\$ 33.41	\$ 5,813.34	0	0	\$0.00	\$0.00	174	SY
47	8" Thk PCC Pavement	84	SY	\$ 145.20	\$ 12,196.80	0	0	\$0.00	\$0.00	84	SY
48	Mill and 3" Black Base	2,820	SY	\$ 43.14	\$ 121,654.80	0	0	\$0.00	\$0.00	2,820	SY
49	2" BP-1 Overlay	9,337	SY	\$ 12.82	\$ 119,700.34	0	0	\$0.00	\$0.00	9,337	SY
50	2" Edge Mill w/ Butt Joint	1,918	SY	\$ 17.40	\$ 33,373.20	0	0	\$0.00	\$0.00	1,918	SY
51	Gravel Approach	29	EA	\$ 575.48	\$ 16,688.92	0	0	\$0.00	\$0.00	29	EA
52	Contingency (CO #2)	1	LS	\$ 69,208.61	\$ 69,208.61	0	0	\$0.00	\$0.00	1	LS
74	Locating Main at Reams & Hickman (CO #1)	1	LS	\$ 5,676.00	\$ 5,676.00	1	0	\$0.00	\$5,676.00	0	LS
75	4" Tapping Tee and Valve with Valve Box (CO #1)	1	EA	\$ 5,538.41	\$ 5,538.41	1	0	\$0.00	\$5,538.41	0	EA
76	2" Blue Polyethylene Plastic Tubing (CO#1)	25	LF	\$ 48.48	\$ 1,212.00	0	25	\$1,212.00	\$1,212.00	0	LF
77	2" Live Tap w/ Fittings (CO#1)	1	EA	\$ 3,516.00	\$ 3,516.00	0	1	\$3,516.00	\$3,516.00	0	EA
78	Onsite Coring of Manhole less than 1' (CO#2)	1	EA	\$ 400.00	\$ 400.00	0	1	\$400.00	\$400.00	0	EA
79	Onsite Coring of Manhole 3.5' (CO#2)	1	EA	\$ 1,000.00	\$ 1,000.00	0	1	\$1,000.00	\$1,000.00	0	EA
80	Additional Labor Resetting Manhole F4-28 (CO#2)	1	LS	\$ 7,006.50	\$ 7,006.50	0	1	\$7,006.50	\$7,006.50	0	LS
81	MS Plug Fast-Setting Hydraulic Cement (CO#2)	2	EA	\$ 100.00	\$ 200.00	0	1	\$100.00	\$100.00	1	EA
82	6" PVC SDR 35 Sewer Pipe (CO#2)	5	LF	\$ 94.43	\$ 472.15	0	5	\$472.15	\$472.15	0	LF
Base Bid Total					\$ 1,523,604.35			\$89,068.30	\$206,207.97		

Alternate No. 1

Item No.	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
53	Mobilization	1	LS	\$ 6,051.05	\$ 6,051.05	0	0	\$0.00	\$0.00	1	LS
54	Traffic Control	1	LS	\$ 7,480.00	\$ 7,480.00	0	0	\$0.00	\$0.00	1	LS
55	Full Depth Granular Backfill at Sewer Mains	86	LF	\$ 21.49	\$ 1,848.14	0	0	\$0.00	\$0.00	86	LF
56	8" PVC SDR 26 Sewer Pipe 0'-6' Deep	32	LF	\$ 51.73	\$ 1,655.36	0	0	\$0.00	\$0.00	32	LF
57	8" PVC SDR 26 Sewer Pipe 6'-8' Deep	140	LF	\$ 38.45	\$ 5,383.00	0	0	\$0.00	\$0.00	140	LF
58	8" PVC SDR 26 Sewer Pipe 8'-10' Deep	293	LF	\$ 37.34	\$ 10,940.62	0	0	\$0.00	\$0.00	293	LF
59	8" PVC SDR 26 Sewer Pipe 10'-12' Deep	392	LF	\$ 52.48	\$ 20,572.16	0	0	\$0.00	\$0.00	392	LF
60	8" PVC SDR 26 Sewer Pipe 12'-14' Deep	106	LF	\$ 54.89	\$ 5,818.34	0	0	\$0.00	\$0.00	106	LF
61	8" PVC Restrained Joint Pipe 0'-6' Deep	66	LF	\$ 58.74	\$ 3,876.84	0	0	\$0.00	\$0.00	66	LF
62	8" PVC Restrained Joint Pipe 6'-8' Deep	17	LF	\$ 81.76	\$ 1,389.92	0	0	\$0.00	\$0.00	17	LF
63	8" PVC Restrained Joint Pipe 8'-10' Deep	27	LF	\$ 69.75	\$ 1,883.25	0	0	\$0.00	\$0.00	27	LF
64	8" PVC Restrained Joint Pipe 10'-12' Deep	33	LF	\$ 81.10	\$ 2,676.30	0	0	\$0.00	\$0.00	33	LF
65	14" Steel Casing Pipe	123	LF	\$ 171.39	\$ 21,080.97	0	0	\$0.00	\$0.00	123	LF
66	48" Std. Manhole w/ Frame and Lid (0'-6' Depth)	9	EA	\$ 5,221.83	\$ 46,996.47	0	0	\$0.00	\$0.00	9	EA
67	48" Std. Manhole Additional Depth	35.2	VLF	\$ 598.82	\$ 21,078.46	0	0	\$0.00	\$0.00	35	VLF
68	4" Concrete Sidewalk Including MoDOT Type 5 Aggregate Base	4	SY	\$ 276.80	\$ 1,107.20	0	0	\$0.00	\$0.00	4	SY
69	6" Concrete Replace Concrete Flume	19	LF	\$ 317.00	\$ 6,023.00	0	0	\$0.00	\$0.00	19	LF

Pay Estimate No.2 Continue

Item No.	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
70	8" Concrete Pavement Replace Including MoDOT Type 5 Aggregate Base	40	LF	\$ 236.60	\$ 9,464.00	0	0	\$0.00	\$0.00	40	LF
71	Asphalt Pavement Replace	19	LF	\$ 204.60	\$ 3,887.40	0	0	\$0.00	\$0.00	19	LF
72	30" Type A Curb and Gutter Including MoDOT Type 5 Aggregate Base	16	LF	\$ 109.13	\$ 1,746.08	0	0	\$0.00	\$0.00	16	LF
73	Fertilizing, Seeding and Mulching	1	LS	\$ 5,967.78	\$ 5,967.78	0	0	\$0.00	\$0.00	1	LS
Alternate No. 1 Total					\$ 186,926.34			\$0.00	\$0.00		
Total Contract					\$ 1,710,530.69			\$ 89,068.30	\$ 206,207.97		

**CONTRACT CHANGE ORDER
SECTION 00941**

Change Order No. 2
Project No. 454-314
Project: Water & Sewer Improvements 2025
Recommended: MECO Engineering Co., Inc.
(Engineer)

To: C.L. Richardson Construction Co., Inc.
(Contractor)

From: City of Boonville, Missouri
(Owner)

Sheet 1 of 1
Original _ of 6

You are hereby directed to make the following changes:

I. Reason for change and effect on completion time (if any):

Line items 3 & 52 - The fire hydrant near Reams and Rice was connected to a portion of the line that is still active and was not removed. Quantites adjusted :

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount			Previous Change Orders		This Change Order		Revised Contract
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	Quantity/Unit
3	Remove Existing Fire Hydrant Assembly (Salvage to City)	7 EA	\$ 926.42	\$6,484.94			-1 EA	-\$926.42	6 EA
78	Onsite Coring of Manhole less than 1'	EA	\$ 400.00	\$0.00			1 EA	\$400.00	1 EA
79	Onsite Coring of Manhole 3.5'	EA	\$ 1,000.00	\$0.00			1 EA	\$1,000.00	1 EA
80	Additional Labor Resetting Manhole F4-28	LS	\$ 7,006.50	\$0.00			1 LS	\$7,006.50	1 LS
81	MS Plug Fast-Setting Hydraulic Cement	EA	\$ 100.00	\$0.00			2 EA	\$200.00	2 EA
82	6" PVC SDR 35 Sewer Pipe	LF	\$ 94.43	\$0.00			5 LF	\$472.15	5 LF
52	Contingency	1 LS	\$ 90,000.00	\$90,000.00	1	-\$12,639.16 LS	1 LS	-\$8,152.23	\$69,208.61 LS
Total This Sheet:								\$0.00	

1. Original Contract Amount: \$1,710,530.69
 2. Add or Deduct This Order Totals: \$0.00
 3. Add or Deduct Previous: \$0.00
 (Line 4 of previous order)
 4. Total Add or Deduct to Date (2+3): \$0.00
 5. Revised Contract Amount (1+4): \$1,710,530.69

Recommended: Engineer - MECO Engineering Company Date _____

Ordered: Owner Date _____

Accepted: Contractor Date _____

Change Order is subject to all provisions of the Contract Documents and is not in effect unless signed by all parties.

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **December 1, 2025** the sum of **\$459,604.22**

General Fund	\$127,427.30
Sanitation	\$59,849.13
CIP Tax	\$23,556.36
Water Works	\$123,788.31
Capital Projects	\$5,851.46
Waste Water	\$87,514.88
Tourism	\$6,915.82
Gaming	\$12,702.00
Parks/Water	\$11,998.96
Kemper Sales Tax	\$0.00
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$459,604.22** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **December 1, 2025** read for the second time this **December 1, 2025** since a copy was made available prior to the meeting.

Approved **December 1, 2025**

Mayor

Endorsed **December 1, 2025** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

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

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

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

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

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

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

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

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

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

FIRST READING: DECEMBER 1, 2025

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

President of the Council

APPROVED THIS 15TH DAY OF DECEMBER 2025.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

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

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

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

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

BILL NO: 2025-030

ORDINANCE NO _____

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

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

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

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

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

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

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

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

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

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

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

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

COMMERCIAL LEASE AND OPERATING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

2) Initial Term and Renewal.

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

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

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

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

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

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

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

January 1, 2026 - December 31, 2026:

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

January 1, 2027 – December 31, 2027:

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

January 1, 2028 – December 31, 2028:

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

January 1, 2029 – December 31, 2029:

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

January 1, 2030 – December 31, 2030:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10) Care and Repair of the Premises.

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

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

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

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

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

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

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

13) Insurance and Indemnification.

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

- (d) Indemnification of the City. Except for accidents arising from the City's gross negligence, the Operator shall protect, indemnify, save and keep harmless the City and its agents, servants and employees against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:
- (i) Any accident or other occurrence on the golf course, use of the maintenance equipment for the course, or use of the maintenance or cart storage garages arising in the conduct of the Operator's business and fulfillment of its obligations under this Agreement;
 - (ii) Any accident or other occurrence arising out of any construction undertaken by the Operator in, on or about the buildings on the premises or any act or omission of the Operator or its employees, agents, invitees, licensees, customers, suppliers, assignees or contractors;
 - (iii) Any claim made by the Operator's employees for unemployment benefits or Worker's Compensation;
 - (iv) Any violation by the Operator or the Operator's agents, employees, or invitees of any terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to the City:

Attention: City Administrator
401 Main Street
Boonville, MO 65233

Notice to the Operator:

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

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

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

- c) Significant health or safety violations reported to the City by any regulatory agency;
- d) Conviction or plea of guilty or nolo contendere of the Operator or any current employee thereof to any crime involving moral turpitude.

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

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

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

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

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

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

CITY OF BOONVILLE

BLACK FLOCK, LLC

By: _____

By: _____

Kate Fjell, City Administrator

Josh Black, President

JOSH BLACK, INDIVIDUALLY

By: _____

Josh Black

ATTEST:

Amber Davis, City Clerk

EXHIBIT A

(Legal description to be provided prior to execution)



November 24, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: Council Meeting Notes and Comments 12.1.25

As we close out the year, we will begin talking about the FY 26-27 budget year during my report at the meeting. I am sharing some general budget info that I have used in past year to discuss general sources/uses and limitations on these funds. I think it can help give a 1000-foot view of the City's budget and insight into municipal funding. I am proposing the following schedule for the next couple months to get through the budget.

December 1 (during Council Meeting)- Sanitation/General Budget info
December 22 (during Council Meeting)- Revenue Discussion, Insurance, Health, Lagers, etc.
January 5, 6:15 PM – Admin, Airport, Debt Service, Economic Development*
January 20, 6:00PM – Tourism, Water and Sewer- Alliance Water Resources (+capital)
February 2, 6:00PM – Police + Animal Control and Fire (plus capital, leases, etc.) *
February 17, 6:15PM – PW and Parks, (plus capital, leases, etc.) and department wide capital*
March 2 – 1st reading

* This will include capital coming from gaming, CIP, Parks and Stormwater

This schedule should give us enough time to get through the entire budget with a little bit of wiggle room in case we need to have one more work session.

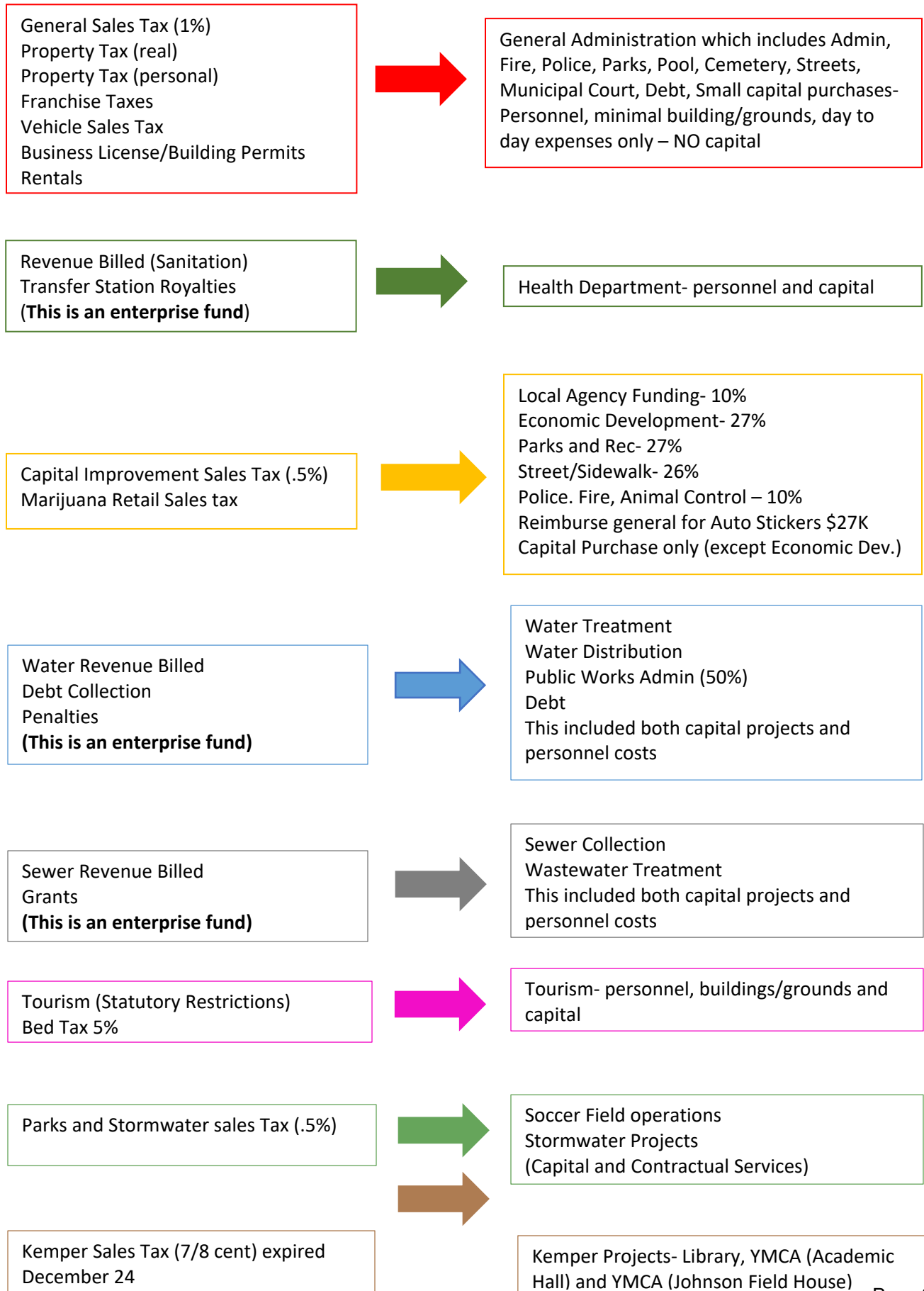
Each of these will have a proposed budget and an accompanying city a capital improvement plan spreadsheet or chart. The capital improvement plan will lay out significant capital expenditures planned for the coming years. Some of the items on the CIP plan, i.e., police cars, are a recurring expense every year; some of the items may be phased purchases over several years, i.e. security cameras; and finally some may be a one-time purchase, i.e. a dump truck.

I thought it might be useful to clarify the various sources (revenues) and uses (expenses) prior to jumping into the budget details. Hopefully, this information will help explain the budget process and highlight the way in which we prioritize projects and purchases each year. Additionally, we consider those things which are recurring a cost (i.e., personnel) vs. one-time costs (capital purchase). It is important that we balance the budget to ensure that we can adequately pay for recurring expenses year over year, so recommendations about COLA's and retirement need to have a look at both the short and long term.

First, below is a chart showing the major sources and uses by department. These funds generally have minimal crossover, if any.

External Revenue Sources – Primary

Uses (departments/capital)



Now below, are some sources (revenues) which have multiple uses (expenses).

1. **Gaming Funds-** Gaming can be used to supplement any department, and in practice it has. At the height of the gaming revenue, the funds assisted water, sewer and health with capital projects, however around 2007, the gaming funds began to decline. To offset these declines, we started stripping out water, sewer, and sanitation capital projects since these are enterprise funds and should be self-supporting.

Today, the gaming funds primarily purchase ALL the capital purchases (police cars, computers, lawn mowers) for the administration departments (red box above). Additionally, \$680,000 is transferred to the administration revenues to support the recurring expenses of the City. Gaming funds also support the various debts of the City, including water, general fund, soccer fields). Finally, the gaming funds will support any MP&I (Major projects and initiatives) undertaken by the City, i.e. GIS development of city infrastructure, security cameras, etc. Gaming funds are also set aside to assist the City in its ADA efforts, distributed to neighboring government agencies, and assist with stormwater projects.

2. **Use Tax-** Use tax is collected on goods which are purchased outside Boonville (internet sales and out of state car, boat, ATV, etc sales). The use tax currently is distributed to three places: general fund, CIP, and Parks and Stormwater. Monies going to CIP fund assist with our economic development work as well as capital projects at police, fire, animal control, streets, parks and rec, and local agency funding.

The use tax supports the Parks and Stormwater Fund to pay off the soccer field loan. FY 23-24 is the last 900K payment for the soccer field loan, so the use tax may be diverted to the Kemper sales tax to support the Kemper projects that the City has planned in FY 24-25.

City Council Notes

Hail Ridge Lease

Tonight on the agenda is the first reading of a Hail Ridge lease agreement with Black Flock, LLC. The proposed agreement is for 5 years with an additional 5 year renewal option.

Sanitation Rates 2026

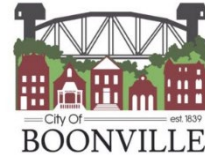
We also have a first reading on the sanitation rate for 2026, my recommendation is for a 3.5% increase.

The rate is adjusted prior to the start of the new fiscal year because the contracted rate with WM is adjusted in January not April. In the contract, WM is entitled to an annual increase of 2.5%, unless the CPI is greater than 5%, in which case we negotiate the increase. The CPI for 2025 falls below the 5% threshold, so they will get a 2.5% increase.

The additional 1% is the City's portion of the increase. This 1% increase will cover salary, insurance and retirement increases. The sanitation fund is an enterprise fund and therefore should be self-supporting and have a healthy enough reserve to cover any capital expenses. In the last couple of years, we have had to make improvements to the transfer station, and these expenses have come out of gaming because sanitation did not have the reserves to pay for these projects. The reserve fund is improving; it is currently about \$700,000 but I think it needs to be closer to \$1,000,000, which is about the cost of the fund for one year.

The 3.5 increase represents a \$0.82 increase for residential customers. The silver lining for this coming year is that after 3 years, we have paid off the outstanding fuel surcharge that we owed to WM by contract. The \$1 fuel surcharge will no longer be on the utility bill beginning this December. Therefore, the sanitation rates for residential customers will be 18 cents less per month.

I hope everyone has a wonderful and safe Thanksgiving!



Economic Developer's Report

December 3, 2025

Narrative:

The new website is now finalized and live, along with renewed feeds for Facebook and Linked-In. If you are on social media, I recommend you follow the BCDC. I've been generally viewing Linked-In as a place to post or comment on items of national interest vs. Facebook, where I tend to post items I consider to be of local interest. Additional time and energy have gone into Project Spinner, which will be a portion of the brief. You will also note that our drought in statewide attraction continues, as we have had no qualifying RFI inquiries from the Missouri Partnership since May. Points of emphasis are in **Bold**.

1. Active Projects:

Boonslick Community Development Corporation							
Active Project List							
NEW	ADVANCING	ON HOLD	Questionable	Out			
Updated: 11/24/2025							
Orig Date	Project Name	Type	Source	Score	Trend	Short Description	Loc
23 10/1/2025	Spinner	IT	Local	3	↑	IT Services Company	BCH
22 9/18/2025	House	Manufacturing	Local	1	↓	Construction Manufacturing	BCH
21 9/2/2025	Boat	Expansion	Local	10	↑	Expansion with Retail	B
20 8/6/2025	Transform	Distribution	Local	10	↑	Equipment Distribution	B
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
13 3/26/2025	Kraken	Med Eq. Mfg.	MoPar	5	↔	Medical Equipment Manufacturing	B
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
3 1/30/2025	Markus	Bioscience	Local	6	↑	Biomedical manufacturing	B
2 1/30/2025	Pasta	Bioscience	Local	2	↔	Biomedical manufacturing	B
1 1/17/2025	Magnito	Industrial	MoPar	3	↔	High value metal recovery	C

2. Attraction Activities:

a. Project Spinner

- i. **Commissioned civil engineer to assist in prospective site selection**
- ii. **Holding for utility technical information**
- iii. **BCDC discussion of land acquisition strategy**
- iv. **Responded to RFIs**
 - 1. **RFI Request (Pg. 4)**
 - 2. **Email (Pg. 5)**
- v. **Prospect Executive Summary (Pg. 6)**
- vi. **Prospect interview (Pg. 7)**
- vii. **Infrastructure images (Pg. 10)**

b. Project House

- i. **Prospect chose a location in Greenville, Illinois for manufacturing facility – I will remain in contact with the prospect**

c. Project Transform

- i. **Press release scheduled for 12/9/25 (Pg. 13)**
- 3. Retention Activities:**
 - a. **Kawasaki**
 - i. **Chapter 100 Validation (Pg. 15)**
 - ii. **Site visit scheduled for 12/1, Counsel General of Japan visit**
- 4. Expansion Activities:**
 - a. **Project Boat – Expansion project – Acquiring Building**
 - i. **Waiting on company for disposition of press release**
 - b. **Project Zach**
 - i. **Re-Engaged on Expansion Plans**
 - ii. **Facilitated call with FTZ on 11/3**
 - c. **Hotel Study**
 - i. **Site visit by 2nd potential developer on 12/2/25**
 - ii. **Information from 1st potential developer (Pg. 17)**
 - 1. **“two-fer” strategy?**
 - 2. **Amount of local equity required**
- 5. Entrepreneurial Support:**
 - a. **Met with Clint Jacobs (Heritage Wood Mills) – Glasgow 10/27**
 - b. **Affiliation with CodeFi (Pg. 19)**
 - c. **Missouri Rural Access to Capital Act (Pg. 25) 1-6.5 42**
 - d. **Attended Main Street Summit in Columbia 11/4 – 11/6**
 - e. **Met with Columbia developer to discuss needs for “Trades Condos” 10/29**
 - f. **Introduced two entrepreneurs with interest in restaurant development**
 - g. **Met with entrepreneur to discuss marketing plan 11/24**
- 6. Workforce Development:**
 - a. **Missouri OneStart Upskilling Grant (Pg. 26)**
- 7. Housing Development:**
 - a. **No Activity**
- 8. Community Activities**
 - a. **N/A (Some are below in other)**
- 9. BCDC Topics**
 - a. **Progress on Collaboration Agreement – Redline – (Pg 28)**
 - b. **Progress on draft NDAs (all but HCEDC complete)**
 - c. **Discussion on strategy for other BCDC lots in LOIS (Jim has a to-do)**
 - i. **Concrete Plant and Laydown Yard**
 - d. **Labor Availability Study – Pushed to 2027 (REDI)**
 - e. **Missouri Partnership Cooperative Event Program (Pg. 34)**
 - f. **Summary of MEDC Public Policy Agenda (Pg. 39)**
 - g. **Memo from Mitch Rademan (Pg. 40)**
 - h. **Rendering of BCDC Websites on several devices (Pg. 41)**
 - i. **Upcoming HCEDC Luncheon in Fayette 12/4**
 - j. **Upcoming Multimodal TAC Meeting 12/10**

- k. Upcoming Port Authority Christmas 12/11
- l. I host Port Authority meeting 1/8
- m. Upcoming MoPAR Project Update 1/12

10. Other Matters

- a. Met with Tim Jackman, Fayette Stakeholder (Deanna) on 10/24
- b. Provided Boonville Farmer's Market Placer.ai reports for grant reporting
- c. Contributed to discussion on Cooper Co's transportation needs 11/3
- d. Facilitated meeting with P&Z regarding Boonville's Comprehensive City Plan 11/11
- e. Attended Missouri Government Finance Officer's Meeting – ED Accounting 11/14
- f. Attended LASSO RFI training session 11/18
- g. Attended (with Mike) Cooper Co Hospital Trust Meeting 11/20
- h. Attended (with Ken) HCEDC/BCDC Lunch 11/26
- i. Attended "Policy Moves that Matter ... Entrepreneurship" 12/3
- j. Attended training on Placer.ai – Leveraging for Grant Writing 12/3
- k. Scheduled to attend "The Data Center Boom..." by Lightcast 12/9
- l. Article – "Press Coverage Summary" (Pg. 42)
- m. Show Me Institute article on Economic Development Subsidies (Pg. 45)
- n. Several MU Reports on Cost of Living and Inflation (Pg. 46)
- o. VISA Global Economic Insight (Pg. 51)
- p. VISA US Economic Insight (Pg. 57)
- q. VISA US Economic outlook (Pg. 67)
- r. VISA US Spending Momentum Index (Pg. 71)
- s. VISA American Mood Trend (Pg. 76)
- t. VISA Regional Economic Outlook (Pg. 81)