

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Thursday, July 17, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

**CITY OF PACIFIC
300 HOVEN
BOARD OF ALDERMEN AGENDA
REGULAR MEETING**

**TUESDAY, JULY 21, 2020
7:00 P.M.**

**THIS MEETING WILL BE HELD VIA ZOOM TELECONFERENCING.
THE PUBLIC MAY VIEW THE MEETING AT THE FOLLOWING LINK:**

<https://us02web.zoom.us/j/82021256544>.

THE MEETING WILL ALSO BE BROADCAST VIA FACEBOOK LIVE AT THE FOLLOWING:

<https://www.facebook.com/cityofpacificmunicipalgovernment>

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Prayer
5. Approve Agenda
6. Approve the Minutes from the Regular Meeting on July 7, 2020
7. Approve the Minutes of Executive Session on July 7, 2020.
8. Public Participation
9. Mayor Report
 - a. Proclamation for former Alderman Mike Pigg
 - b. Bill to Amend City Marshal qualifications (discussion only)
 - c. Appoint Alderman Nemeth to the Cemetery Committee.
10. New Bills
 - a. Bill No. 5023 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain real property at 312 E. Orleans Street (Franklin County Parcel 19-1-12.0-4-004-154.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

b. Bill No. 5024 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 114 E. Congress Street (Franklin County Parcel ID 19-1-12.0-4-003-205.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

c. Bill No. 5025 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 804 S. First Street (Franklin County Parcel ID 19-6-13.0-0-099-000.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

d. Bill No. 5026 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 220 E. Central Street (Franklin County Parcel ID 19-1-12.0-4-004-132.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

e. Bill No. 5027 An Ordinance authorizing acceptance of the Conveyance of Transfer of Certain Real Property at 302 South Elm Street (Franklin County Parcel ID 19-1-12.0-4-004-152.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

f. Bill No. 5028 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 718 South First Street (Franklin County Parcel ID 19-1-12.0-4-001-302.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

g. Bill No. 5029 An Ordinance revising the exceptions to excessive growth of weeds and vegetation. (1st reading)

h. Bill No. 5030 An Ordinance amending certain sections of Article XI of Chapter 500 pertaining to Abatement of Dangerous Buildings (1st reading)

i. Bill No. 5031 An Ordinance providing for a Fifteen Minute Parking Space at 119 W. Columbus Street. (1st reading)

11. Consideration of Bills Previously Introduced

a. Amended Bill No. 5014 An Ordinance regulating the operation of Utility Vehicles and Golf Carts in the City of Pacific. (2nd reading tabled on 6-2-20 amended at 7-7-20)

b. Bill No. 5021 An Ordinance removing certain property from the Osage Commercial Improvement District. (2nd reading)

- c. Bill No. 5022 An Ordinance approving a Zoning Change (Map Amendment) from C-2 Arterial Commercial to M-1 Light Industrial for property known as Lot 1 Eastridge Place, Franklin County Parcel ID 19-2-10.0-0-036-015.000. (2nd reading)

12. New Business

- a. Resolution 2020-36 A Resolution authorizing the Transfer of Funds from the Water & Sewer Fund to the Leasehold Revenue Bond for the Interest payment of the Municipal Assistance Bond Series 2012.
- b. Resolution No. 2020-37 A Resolution taking Notice of and Reaffirming the Provision of Ordinance No. 1866 entitled “An Ordinance of the City of Pacific, Missouri to establish a Procedure to disclose potential Conflicts of Interest and Substantial interest for certain officials”.
- c. Resolution No. 2020-38 A Resolution to authorize a Transfer of Funds from the City’s Capital Improvements Sales Tax Fund, Wastewater Fund and East Osage Community Improvement District Fund to pay expenses related to certain capital improvements projects in the City of Pacific.

13. City Administrator Report

- a. Budget report
- b. Surplus vehicles and equipment auction results

14. Director of Community Development Report

15. Public Works Commissioner Report

16. City Attorney Report

17. Acting Police Chief report

18. Miscellaneous

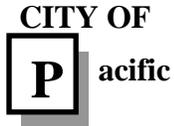
- a. Approve Osage Street Water Main replacement Pay App 1 in the amount of \$ 214,133.40.
- b. Approve Lisa Lane Pay App 4 in the amount of \$ 31,413.37.
- c. Approve Lisa Lane Pay App 5 in the amount of \$ 13,439.49.
- d. Approve list of bills.

20. Reports of City officials

- a. Alderman Nemeth
- b. Alderman Adams
- c. Alderman Rahn
- d. Alderman Frick
- e. Alderman Johnson
- f. Alderman Stotler
- g. Collector Kelley

21. Adjourn

The Board of Aldermen will consider and act upon the matters listed above and such others as may be presented at the Meeting and determined to be appropriate for discussion at that time. The City of Pacific is working to comply with the Americans with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact City Hall (271-0500) at least twenty-four hours in advance.



July 7, 2020 * RECORD OF PROCEEDINGS

**CITY OF PACIFIC
REGULAR MEETING OF THE BOARD OF ALDERMEN
300 HOVEN
PACIFIC, MISSOURI 63069**

The meeting was called to order at 7:00 p.m. by Mayor Myers.

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth
Alderman Adams
Alderman Rahn
Alderman Frick
Alderman Johnson
Alderman Stotler

A quorum was present. All Aldermen were present.

Also present:

Administrator Roth
Attorney Jones
Captain Locke
PW Commissioner Brueggemann
Director Kopp
Collector Kelley
City Clerk Barfield

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Harold Harrison, Ministerial Alliance, offered prayer this evening.

Approve Agenda

Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve the agenda. A voice vote was taken with an affirmative result.

Minutes

- A. Regular meeting on June 16, 2020.

Motion made by Alderman Rahn, seconded by Alderman Frick to approve the minutes of the regular meeting on June 16, 2020. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

Public Hearing

a. City of Pacific will conduct a public hearing regarding the removal of certain property identified below by the address from the Osage Commercial Area Community Improvement District. Properties to be removed from the District: 301 Hoven Drive, 305 Hoven Drive, 2165 W. Osage, 333 Chamber Drive, 1901 W. Osage, 1806 W. Osage, Pacific, MO.

Mayor Myers read the Public Hearing into the record. He opened the public hearing for comments. He asked if there were any comments. There being no comments, he closed the public hearing.

Public Participation

Jessica Holdbert, 2144 Meadow Grass Drive, Pacific, MO stated she moved into Heritage Farms. There is a grass median and they would like to take responsibility of the land and plant flowers. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the request to plant flowers in the grass median. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Mayor's Report

- a. Proclamation for former Alderman Mike Pigg

Mayor Myers stated this has been moved to the July 21st meeting.

- b. Appoint Joanne McHugh to the Beautification Committee

Motion made by Alderman Adams, seconded by Alderman Stotler to approve the appointment of Joanne McHugh to the Beautification Committee. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- c. Appoint Lisa Troglio to the Meramec Valley Historical Museum & Genealogy Society

Motion made by Alderman Johnson, seconded by Alderman Stotler to approve the appointment of Lisa Troglio to the Meramec Valley Historical Museum & Genealogy Society. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Mayor Myers issued the Oath of Office.

- d. Appoint Jeff Titter to the Meramec Valley Historical Museum & Genealogy Society

Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the appointment of Jeff Titter to the Meramec Valley Historical Museum & Genealogy Society. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

e. Appoint to Standing Committees per Section 110.110 of City Code

Operations: Alderman Johnson, Alderman Frick, Alderman Rahn
 Administrative: Alderman Adams, Alderman Stotler, Alderman Nemeth

Motion made by Alderman Adams, seconded by Alderman Rahn to approve the appointments to the standing committees. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

f. Appoint Committee liaisons:

Park Board: Alderman Frick
 Meramec Valley Historical Museum & Genealogy Society: Alderman Johnson
 Planning & Zoning: Alderman Rahn
 Beautification Committee: Alderman Stotler
 Tourism Committee: Alderman Adams

Alderman Nemeth asked why he was removed from Park Board. Mayor Myers stated he thought it would be good to change things a little. Alderman Nemeth agreed but thought he would have called him first. Mayor Myers stated this is how it was done when he was aldermen. Alderman Nemeth did not agree this was the right way to go about it. Motion made by Alderman Johnson, seconded by Alderman Rahn to approve the committee liaisons. A voice vote was taken with an affirmative result. Opposed: Alderman Nemeth.

g. Increased occupancy at the pool

Mayor Myers stated there was a few requests from the lifeguards. The occupancy is set by the Board to 50 at the pool. Normal occupancy is 200-250. They have suggested this be increased to 75. He has spoken with Bert Forde, Midwest Pool and they originally recommended 90, and would still be okay with this number. Alderman Nemeth stated he spoke with the Park Board President about this, and they did not have a quorum at the last meeting, but she felt it should remain at 50. Alderman Adams thought this request should go to the Park Board first. Alderman Rahn did not feel it should be increased. Alderman Frick, Alderman Johnson, Alderman Stotler stated they would like the request to go to the Park Board first. Mayor Myers stated he would forward that request to them.

They also requested lounge chairs. He threw away two of them that were broken when he was there, and they are requesting 5 -10. This is because there is nowhere to sit if they are not in the pool. He will also take this to the Park Board.

h. AED purchase, Municipal Pool

AED purchase – the lifeguards stated that most pools have one of these on hand and we do not. This is an Automated External Defibrillator and the Fire & Ambulance department stated this works with their equipment. Administrator Roth stated the total cost with the service plan is \$ 3,000. He has been told by the vendor that other Franklin County communities have received reimbursement from the Cares Act. He has submitted a request but has not heard a response yet. Alderman Adams stated this is a life saving device. The Board froze all spending, he asked Administrator Roth where this would come from. Administrator Roth stated the idea was when it is not in use at the pool it would be at City Hall. It could be paid from the pool money or general fund. **Motion made by Alderman Adams, seconded by Alderman Stotler to purchase the AED with general fund money. A voice vote was taken with an affirmative result.**

i. Draft bill, Marshal requirements

Mayor Myers stated there is a draft bill in the packets. He asked Attorney Jones to look into this and confirm we were still in compliance with State Statute. Attorney Jones stated we are a Fourth-Class City and Chapter 79 refers to the Marshal and the training requirement. That statute refers to POST training and was repealed, along with the hours of instruction training needed, which was out of date. He incorporated Section 590 which are in effect and searched other cities and included a subsection C of the proposed bill. This raises the bar for candidates that would qualify. This is not on the agenda for reading but is suggested for the next meeting. Alderman Frick asked for a red line version to see the ordinance before and after changes. Attorney Jones will get this to him. Alderman Adams would like to see the qualifications from other cities. Attorney Jones stated there is only 1 or 2 cities that still have an elected position, but he will get those. Alderman Adams stated he knew the Mayor was talking to candidates, he thought those names should be forwarded to the Board with their qualifications. Mayor Myers stated he has interviewed four candidates and he will be in discussion with the Board. Alderman Adams stated he would like the names and qualifications prior to the meeting so they can study them. **Motion made by Alderman Adams, seconded by Alderman Nemeth that the Draft Bill goes on the next agenda for discussion only, no readings. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

New Bills

Alderman Adams stated he would sponsor Bill No. 5021

Alderman Nemeth stated he would sponsor Bill No. 5022

Bill No. 5021 An Ordinance removing certain property from the Osage Commercial Improvement District. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5021 by title only for the first reading.

Bill No. 5022 An Ordinance approving a Zoning Change (Map Amendment) from C-2 Arterial Commercial to M-1 Light Industrial for property known as Lot 1 Eastridge Place, Franklin County Parcel ID 19-2-10.0-0-036-015.000 (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5022 by title only for the first reading. Alderman Adams asked if there was any residential around this area and if they had been notified. Administrator Roth stated everyone within 185' were notified. They appeared at Planning & Zoning on June 23rd. The applicant was present at that meeting. The applicant is an auto parts manufacture for jeep parts. Alderman Adams asked if there were any objections at Planning & Zoning. Administrator Roth stated there was speaker cards with 2 or 3 people concerned about the traffic. Alderman Adams understood and hoped it worked out for them.

Consideration of Bills Previously Introduced

a. Amended Bill No. 5014 An Ordinance regulating the operation of Utility Vehicles and Golf Carts in the City of Pacific (2nd reading)

Motion made by Alderman Nemeth, seconded by Alderman Adams to remove Bill No 5014 from the table. There was discussion regarding the definition. Captain Locke stated a lot of the 4-wheelers tend to have more horsepower and the safety features are different. Alderman Johnson wanted to start out slow

with this ordinance. This bill allows utility vehicles, so if I have a driver license it qualifies.

Section B Item 3 – Mayor Myers stated he thought this should be changed to 40 mph. Alderman Nemeth suggested the “posted speed limit”. Motion made by Alderman Adams, seconded by Alderman Rahn for this to be read “posted speed limit”. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Attorney Jones stated there is a different version of this Bill, but we could continue.

Item 4 – should be “either or flag”. Motion made by Alderman Adams, seconded by Alderman Nemeth for this to read “flag or square or triangle, MoDot approved”. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Item 7 – should include paved park areas. Alderman Adams asked if they had to adopt state code. Attorney Jones stated no. Alderman Adams asked if the state highways could be removed. Captain Locke would advise against this. Other agencies can issue tickets on state roads. Alderman Nemeth asked if they could cross state roads. Attorney Jones stated he could clarify by adding “no thru traffic” then they could cross the street. **Motion made by Alderman Adams, seconded by Alderman Frick to change the language to allow for crossing of state roads. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Public Works Commissioner stated Item B states these will be on the sidewalks, he advised against this. Motion made by Alderman Adams, seconded by Alderman Nemeth to remove “sidewalks”. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

5 – Motion made by Alderman Frick, seconded by Alderman Adams to change the insurance to “minimum as required by law”. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

C3 – Alderman Frick asked about brake lights and blinkers. Motion made by Alderman Frick, seconded by Alderman Rahn to eliminate turn signals, and remove sunset and sunrise. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Captain Locke stated he researched the age limit and suggested at least 16 years of age. There are different stages of a driver’s license and that is not referenced here. Attorney Jones stated it reads, valid drivers license, it does not pertain to intermediate, but the rules would be based on the same as a license with restrictions. Whatever restrictions apply to your license apply here.

Section 386.020 is about Golf Carts

3 be changed to the same as UTV’s, “minimum as required by law”.

4 Alderman Nemeth suggested 35-40 mph. Attorney Jones stated under 304.034 this is different in a golf cart, and it is 20 mph or less. Motion made by Alderman Nemeth, seconded by Alderman Stotler that this read they can operate on any street under 35 mph. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

8 this be changed to be the same as a utv.

C3 – Motion made by Alderman Nemeth, seconded by Alderman Adams to strike out turn signals. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

C4 & C5– Motion made by Alderman Nemeth, seconded by Alderman Adams to strike. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

#15 – strike and add “paths of city parks” and add no more passengers than the seats allow for and no riding in dump beds. Motion made by Alderman Johnson, seconded by Alderman Adams. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

Attorney Jones stated the penalty would fall under the Municipal Code under the TVB, which is Traffic Violations Bureau. This means it could be paid outside of going to court and would need to be added to the schedule. He stated he would make these changes and bring back to the Board.

b. Bill No. 5019 An Ordinance providing for the Approval of a Final Plat of Riverbend heights Subdivision Plat 2, a tract of land zoned “R-1B” Single-Family District located at or about 2050 Highway N (Congress Street) Franklin County Parcel ID # 196-14.0-0-099-034.000 in the City of Pacific (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5019 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve Bill No. 5019. A roll call vote was taken with the following results: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon Mayor Myers declared **Bill No. 5019 passed and becomes Ordinance No. 3203**. Administrator Roth stated we need an agreement between the City and the applicant and that will be ready tomorrow. Attorney Jones stated the Mayor will not sign this until the escrow agreement is in place.

c. Bill No. 5020 An Ordinance prohibiting the extension of utility services outside the corporate limits of the City of Pacific and grandfathering certain existing customers. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5020 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Frick to approve Bill No. 5020. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: none. Whereupon Mayor Myers declared **Bill No. 5020 becomes Ordinance No. 3204**.

New Business

a. Resolution No. 2020-32 A Resolution authorizing a transfer of funds from the Water & Sewer Fund to the Leasehold Revenue Bond for the Administrative Fee for the Municipal Assistance Bond Series 2012.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-32 by title only. Mayor Myers asked for any discussion. **Motion made by Alderman Adams, seconded by Alderman Nemeth to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

b. Resolution No. 2020-33 A Resolution to authorize a Transfer of Funds from the City’s Subdivision Escrow Account (Lisa Lane) to the Transportation Fund for the purposes of paying certain expenses related to the Lisa Lane Improvement Project.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-33 by title only. Mayor

Myers asked for any discussion. **Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

c. Resolution No. 2020-34 A Resolution to authorize a Contract Award for Construction of the Wastewater Collection System Lift Station 5 Improvements in the City of Pacific.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-34 by title only. Administrator Roth stated this was a budgeted item. **Motion made by Alderman Stotler, seconded by Alderman Adams to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

d. Resolution No. 2020-35 A Resolution authorizing and directing the Mayor to execute a Contract Agreement for resurfacing of certain streets as identified in the City's Preventative Pavement Maintenance Plan.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-35 by title only. Administrator Roth stated there was a spreadsheet in front of everyone. There were 9 bidders for the job. The Engineer's recommendation is Dura Seal, who was the low bidder in the amount of \$ 189,103.63. Alderman Adams stated the City has had many contracts with NB West and has been successful. He would recommend we consider NB West. Administrator Roth stated Dura Seals bid was \$ 171,039.52 with the alternate bringing it to \$ 189,103.63. We are under budget on this project. Alt # 1 is a section of Pay Street south of the RR tracks including a portion of Congress. The recommendation tonight is Dura Seal for the bae bid and Alt # 1. Discussion followed. NB West bid is still under budget, is local and always done a good job for us. Attorney Jones stated Section 105.060 refers to the lowest responsible bidder. **Motion made by Alderman Adams, seconded by Alderman Stotler to approve NB West for the contract. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

City Administrator Report

a. Preliminary Plans, Denton Road bridge replacement

Administrator Roth stated the preliminary plans are included. It is customary for the Board to review them and give approval before submitting to MoDot. This project replaces the existing Denton Road bridge with a new single span structure. The realignment of the roadway to "smooth" the curve approaching 4th Street and the lumber yard, two 12-foot driving lanes, pedestrian walkway on bridge, relocation of water main under brush Creek. This roadway will be shut down during the construction. This project is substantially in the form as was originally proposed in the STP grant application. This requires acquisition of right-of-way to provide for the roadway realignment. He continued the bridge itself is 28' width, so the project could continue at that width. If we went with the 28' width, we would stripe the 12' driving lanes and maintain a 2' shoulder. This is a budget concern at this point. His recommendation would be to keep the 24' wide width. **Motion made by Alderman Nemeth, seconded by Alderman Johnson to submit the preliminary plans as presented. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

b. Budget report

In general, our finances remain solid, but we are very concerned about the coming weeks and months. The Gross Receipts from Ameren are low, the sales tax report is also in front of everyone. The Board

adopted a budget with 20% less revenues anticipated. We do not find any support for new spending in our current numbers. The Board has zero for bulky trash, but suggested we wait until August to decide. There is a concern for the Tourism Tax, and we know they have been hit. Mayor Myers stated he was working on replacing the purple COVID signs that were outdated. He would like to replace those 16 signs at \$ 38.00 each for a total of \$ 608.00. Alderman Adams stated he felt like this fall under the powers of emergency spending of the Mayor. Board members agreed. Alderman Johnson asked that “avoid large gatherings” be added to the list. He continued that the City bought a web cam for live streaming. He does not think it is working very well and will be looking for a better solution.

The Lisa Lane project is paved but is not open yet. The Hogan Road project will begin soon, along with the blower project.

Director of Community Development Report

Director Kopp stated his department has received 17 permit applications. There have been 60 inspections, 8 plan reviews, and 27 violation letters gone out. They also obtained a search warrant for a piece of property and was successful. He is working on a draft to the ordinance to amending large lots and cutting the grass. The proposal removes MU Zoning and applies to all large lots in the City limits. Board members agreed. **Motion made by Alderman Nemeth, seconded by Alderman Stotler for Attorney Jones to draft an ordinance for the next meeting for discussion. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Public Works Commissioner Report

a. Mayor Myers stated Public Works Commissioner e-mailed out his report and asked if he could put it on Facebook. He thought it would be good for people to see everything we take care of. Alderman Nemeth stated he might be opened to criticism, while some thought it was okay to do.

City Attorney Report

Attorney Jones stated he is working with Director Kopp on the notification process for nuisance properties and there is inconsistency with the dangerous building ordinance. He would like to correct this at the next meeting. Motion made by Alderman Nemeth, seconded by Alderman Stotler for Attorney Jones to bring those to the Board. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Police Department

Captain Locke stated the recent protest went uneventful, with zero incidents. He commended the Police Department for a job well done. They are very busy downstairs with search warrants and reviewing and updating procedures. In the past 2 weeks there have been 2 special events, and they were 2 officers down.

Miscellaneous

a. Approve Pay App # 3 for Lisa Lane Project in the amount of \$ 58,941.99

Motion made by Alderman Nemeth, seconded by Alderman Adams to approve Pay App # 3 for Lisa Lane. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

b. Approve Pay Application #2 and Pay App #3 for Bigfoot in the amount of \$ 52,942.57 and \$ 7,284.25

to be paid from Tourism Funds.

Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Pay Application # 1 and # 2 for the BigFoot project to be paid from Tourism Funds. A voice vote was taken with an affirmative result.

c. Approve payment to “Common Ground” for Sunset on the Rails in the amount of \$ 500.00.

Motion made b Alderman Rahn, seconded by Alderman Frick to approve payment to “Common Ground” for Sunset on the Rails in the amount of \$ 500.00 to be paid form Tourism Funds. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Abstain: Alderman Nemeth.

d. Approve payment of \$ 224,318.75 from City Hall NID for Principal and Interest Payment to BNY Mellon.

Motion made by Alderman Adams, seconded by Alderman Stotler to approve the payment from the City Hall NID in the amount of \$ 224,218.75. A voice vote was taken with an affirmative result.

Motion made by Alderman Adams, seconded by Alderman Nemeth to postpone the reports of city officials, and go into executive session.

Executive Session 610.021 (1)(3)

Attorney Jones stated we would be going into Executive Session under 610.021 (1)(3). Motion made by Alderman Adams, seconded by Alderman Nemeth. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none. Whereupon Mayor Myers declared the motion carried.

The Board went into executive session at 9:45 p.m.

The Board reconvened at 9:54 p.m.

Present at roll call: Mayor Myers, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Attorney Jones, Administrator Roth.

Reports of City officials

Alderman Nemeth – No report

Alderman Adams – No report

Alderman Rahn – stated he was glad the COVID signs were going back up.

Alderman Frick – stated at 119 N. Columbus Street there was a business owner there who asked for two 15-minute parking signs. He has visited the site and looked into this and recommends the ordnance be changed and allow for one 15-minute parking spot. Discussion followed. Attorney Jones stated there is no ordinance for a business to have this. Alderman Rahn agreed with Alderman Frick. Motion made by Alderman Frick, seconded by Alderman Rahn for Attorney Jones to amend this, and allow for a 15-minute parking space and have on the agenda for the first reading at the next meeting. A voice vote was taken with an affirmative result.

Alderman Frick – stated he also noticed the sidewalk is bad down by Sansone on the east side of Columbus between Union and St. Louis St. Also, down from Ed’s Service Center he had a complaint of the ditch flooding and the water gets to the door at 118 E. Union.

Alderman Johnson – stated she would like support in the form of a Resolution from the Board for fireworks. In 2003 this was changed to an annual event. She will be coming off the Board in April and wants to make sure this keeps going. She would like a resolution that this stays in the hands of the City and the Tourism commission and not passed onto another organization. Mayor Myers stated to follow protocol of what the Board has been practicing, he suggested she go the Tourism Commission first. Alderman Adams stated we may also consider giving this to the Park Board also.

Alderman Stotler – No report.

Adjournment

There being no further business, motion by Alderman Nemeth, seconded by Alderman Adams to adjourn. A voice vote was taken with an affirmative result. The meeting adjourned at 10:20 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

636-271-0500 ext. 213
sroth@pacificmissouri.com

July 17, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 7-21-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the July 21 meeting.

1. Bills to Acquire Property, 312 E Orleans, 114 E Congress, 804 S First, 220 E Central, 302 S Elm, 718 S Fourth. We have the six bills to acquire the first properties in the Round 2 flood buyouts. Each is scheduled for a first reading, with the second and final readings set for August 4. The bills are written specific to each property, with the attachments being identical for each. Each bill includes the property address and Parcel ID, property owner of record, and purchase price. The purchase price in each of these six bills reflects the appraised value less any “duplication of benefits” as determined by the state. The purchase price is exactly the amount as authorized by the state (Missouri State Emergency Management Agency) and the City has not discretion in the price offered.

As the Board is aware, funding for these acquisitions come from a mix of federal funding: 75 percent FEMA (Hazard Mitigation Grant Program) and 25 percent HUD, administered at the state level through Department of Economic Development CDBG program. We expect the 75 percent FEMA funds to be advanced prior to each acquisition, with the 25 percent CDBG piece to be reimbursed afterward. However we continue to work with Meramec Regional Planning Commission (MPRC) on the exact CDBG procedures to follow. We will likely need cash flow from the Contingency Fund once we begin acquiring properties. The general process for the six properties proposed here is envisioned as follows:

- Final ordinance approval, August 4
- Real estate contracts tendered, week of August 10
- Property closings, weeks of Sept 7, 14
- Demolitions, late September through December

The acquisitions proposed in the bills here represent some of the highest priority properties in the program. We would expect another round of properties to be proposed at the August 4 meeting. A total of 25 properties currently remain in the program, which we had earlier split these into two batches, or rounds. The first round of appraisals has been completed and state purchase offers authorized. The second round of appraisals are pending but should be completed soon. Offers for these properties would be anticipated to be extended in the September timeframe.

2. Bill to Amend Weed ordinance. This bill was drafted following discussion at the July 7 meeting and essentially provides an exclusion for tracts of 3 acres or greater in our high weeds and vegetation ordinance. The exclusion is not specific to any zoning district and in essence allows for growth of high grass and weeds on parcels 3 acres or larger, subject to certain restrictions.

3. Bill to Amend Dangerous Buildings ordinance. The City Attorney drafted this bill following a review of it in recent weeks relative to a certain code enforcement situation. The amendments deal with the notice provisions of the ordinance. Mr. Jones can speak to this in more detail at the meeting if desired.

4. 15-minute parking, Columbus and Union. This bill essentially creates one 15-minute parking space near the southwest corner of Columbus and Union, adjacent to the 119 Columbus business location. While I do not have any particular objection to this bill as presented, I do think the Board should be aware that it would be the first 15-minute zone in our parking schedule. We have certain 2-hour zones but no 15-minute parking zones.

5. ATVs and Golf carts. The City Attorney drafted this bill following discussion at the July 7 meeting. The bill essentially permits UTVs (including ATVs) and Golf Carts to be operated on City streets subject to certain restrictions.

6. W. Osage CID property removal. This bill provides for the removal of five parcels, and six distinct places of business, from the West Osage Commercial Area CID. This bill was given a first reading July 7 and is subject to a second and final reading here. I have not heard any public comment on this bill since it was first read. Properties to be removed are listed here as reference.

Property No.	Parcel ID	Property Owner	Site Address
5	19-1-11.0-2-004-009.100	Osage 66 properties	301/305 Hoven Drive
7	19-1-11.0-2-003-011.000	Gared LLC	2165 W. Osage
12	19-1-11.0-2-009-015.100	Elite Massage	333 Chamber Drive
14	19-1-11.0-2-099-018-000	Fuller Properties LLC (now Osage St. Properties)	1901 W. Osage
16	19-1-11.0-1-009-052.100	Dale & Belinda Essmyer	1806 W. Osage

7. Rezoning Lot 1 Eastridge Place. This bill rezones an approximate 8-acre parcel off Hogan road, east of the T. Hill Construction facility at Hogan Road and Eastridge Drive. The Planning and Zoning Commission heard certain protests from nearby property owners at the June 23 public hearing, But the Commission ultimately was unanimous in recommending approval. No one spoke in opposition at the July 7 Board of Aldermen meeting, and I have not heard any public comment since that time. Staff believes the location is well-suited for the M-1 light industrial zoning proposed here, and further that the Iron Bear Customs proposed facility is also well-suited for the location. While the business would be expected to draw certain traffic to the location, the traffic generated by this development by all indications would appear to be negligible compared to current traffic volumes. As noted in past discussions, the current C-2 zoning in fact would allow for much more intensive use than the M-1 zoning proposed here. While staff believes the location is suitable for commercial uses, its location frankly is better suited for the light industrial and / or office use proposed here. Hogan Road locations closer to I-44 / Thornton / Viaduct would be more suitable for commercial development, as well as the Hogan Road locations closer to Highway 100 in Gray Summit. A developer of a nearby property to the west of this parcel along Hogan Road is also proposing light industrial / office park uses, which again we think this corridor is better suited for. Finally, the applicant (Iron Bear Customs) is a family-owned business that manufactures bumpers, lift kits and other accessories for Jeep brand vehicles. This type of small manufacturing “homegrown” business in staff’s judgment is highly desirable, and we would rather enthusiastically welcome this business to our community, pending Board approval.

8. Resolution Transfer of Funds, Leasehold Bonds. The City Clerk drafted this resolution based on prior resolutions for the same purposes. The expense is budgeted and the funds transfer proposed here is routine.

9. Resolution Conflicts of Interest. The City Clerk drafted this resolution based on prior similar resolutions. The City is required by law to re-adopt our Conflict of Interest ordinance, which is found online at the following: <https://ecode360.com/33967178>. This Resolution is routine and staff respectfully requests approval.

10. Resolution Transfer of Funds, CIST, E. Osage CID and Sewer. This Resolution authorizes three funds transfers, each of which was included in the FY 21 budget. Funds are needed to pay expenditures for the Lisa Lane, Denton Road bridge and Osage Street water main replacement project. The transfer amounts are stated in the Resolution and are re-stated here:

- \$100K from Capital Improvements Sales Tax to Transportation
- \$200K from Sewer to Water
- \$100K from E. Osage CID to Water.

Please note that we recently received \$147,850.35 from Missouri SEMA as state matching funds from DR 4250, which is the 2015 flood. These funds primarily are credited back to sewer (about \$124K) as a result of the 2019 sewer treatment facility upgrade. The Sewer fund remains a source of strength, with \$1.76 million as of June 30 (which does not include the \$124K in state funds recently received). Water has been rallying in recent months but was still only \$69K as of June 30, which necessitates the funds transfers proposed here.

11. Budget report. The budget picture remains “cautiously optimistic,” as sales tax so far has been fairly stable, and gross receipts taxes also rebounded a bit this month. I attended a recent meeting of the Franklin County Transportation Committee and was told that County sales tax receipts also remain stable. Other communities represented at the meeting also reported similar results. Having said this the general consensus is to expect coming sales tax declines, and with our revenue projections slashed in the current budget we should be well-prepared for this.

Meanwhile we received the preliminary assessed valuation numbers from Franklin County (copy in packet) and are showing a slight increase due mainly to personal property valuations. Total valuation is \$132.1 million, compared to \$129.0 million a year ago, an increase of approximately 2.3 percent. Real property valuations are virtually even compared to last year, but personal property is up more than \$3 million, or nearly 12 percent. This of course is a good number. The flat real estate valuations are a bit of a concern and needs further investigation. At the same time this is not a reassessment year so we would not expect any large gains.

The St. Louis County assessed valuation figures also show increases. Total valuation is \$6.2 million, compared to \$5.5 million a year ago. This increase is due to real property valuation increases, while personal property is showing declines. This also merits further review.

I feel our finances in general remain quite robust and I don't have any particular concerns at the present time. I would reiterate that I feel it was very wise to budget for significant revenue reductions, as both the short and long-term picture right now is completely unpredictable. However given our multiple funding streams and fair General Fund reserves, I feel we are in a very safe position currently. Cash flow remains an issue for the foreseeable future, but this is not unexpected. In summary I don't think this is any time for new discretionary expenditures, but I also don't feel this is any time for cuts in any needed or critical areas. For the time being I feel we simply just need to “maintain” as budgeted.

ASSESSED VALUATION**Franklin County**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Real estate					
Residential	\$48,872,677	\$52,432,245	\$53,229,828	\$58,134,108	\$58,914,008
Agricultural	\$1,182,678	\$1,118,308	\$1,054,265	\$1,076,579	\$1,043,571
RR / Utilities local				\$9,186	\$9,186
Commercial / Industrial	\$36,315,911	\$36,840,621	\$36,996,471	\$39,710,950	\$38,714,423
RR / Utilities	\$30,474	\$32,542	\$30,484	\$30,794	\$29,921
State assessed RR / Utilities	\$3,248,539	\$3,267,190	\$3,060,838	\$3,416,581	\$3,582,124
Total Real Estate	\$89,650,279	\$93,690,906	\$94,371,886	\$102,378,198	\$102,293,233
Personal property					
Locally assessed PP	\$22,518,288	\$24,672,011	\$26,080,909	\$25,928,485	\$29,068,826
Locally assessed RR / Utilities	\$6,699	\$8,871	\$0	\$3,787	\$3,358
State assessed RR / Utilities	\$805,453	\$782,259	\$758,094	\$743,075	\$762,804
Total Personal Property	\$23,330,440	\$25,463,141	\$26,839,003	\$26,675,347	\$29,834,988
Total Assessed Valuation	\$112,980,719	\$119,154,047	\$121,210,889	\$129,053,545	\$132,128,221

ASSESSED VALUATION**St Louis County**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Real estate					
Residential	\$117,950	\$167,960	\$254,080	\$207,370	\$219,790
Commercial / Industrial	\$1,810,500	\$2,032,510	\$1,983,520	\$4,595,380	\$5,346,620
Agricultural	\$8,380	\$8,380	\$8,380	\$8,440	\$4,840
State	\$212,577	\$217,338	\$210,711	\$234,404	\$246,553
Total Real Estate	\$2,149,407	\$2,426,188	\$2,456,691	\$5,045,594	\$5,817,803
Personal property					
Regular	\$321,330	\$892,330	\$2,184,830	\$415,740	\$315,110
Manufacturing	\$0	\$0	\$0	\$0	\$0
State	\$60,547	\$60,429	\$59,842	\$60,062	\$61,163
Total Personal Property	\$381,877	\$952,759	\$2,244,672	\$475,802	\$376,273
Total Assessed Valuation	\$2,531,284	\$3,378,947	\$4,701,363	\$5,521,396	\$6,194,076

12. Surplus vehicles and equipment auction results. We completed the auctions of 10 vehicle and equipment items; results are below. We feel the vehicles all brought good prices; some of the equipment pieces were essentially “junk” and of course didn’t bring much in return. The total revenue amount here (\$15,685.50) will be posted to General Fund, which will help cash flow. We have five more

vehicles that remain out for auction; these all close on July 23. This is information only; no Board action is required.

Description	Buyer	Sold Amount	Bids
1984 Chevrolet C/K 30 Regular Cab 2WD	Jerald Freeman	\$3,000.00	40
1990 Chevrolet C/K 2500 HD Reg. Cab 8-ft. Bed 4WD	Kenny Corpening	\$2,075.00	43
1999 Jeep Cherokee SE 4-Door 4WD	larry jones	\$4,300.00	29
2000 Dodge Dakota Regular Cab 4WD	dale atchley	\$2,332.00	25
2008 Farris zero turn 61"	Richard Wells	\$2,925.00	47
Pressure washer	Matthew Williams	\$7.00	4
Troy Built pressure washer	Andrew Scott	\$3.00	3
3" Homelite trash pump	Shawn Lause	\$68.50	14
Ingersoll-Rand 3 phase compressor	HEATH VONSTADEN	\$150.00	11
1997 Toro Proline 220 62"	KARL REITER	\$825.00	33
		\$15,685.50	

13. Information items.

- Amplifier problem, meeting room.** We have authorized purchase of a new amplifier for the Board meeting room at a cost of \$3,000. This was unanticipated but necessary to resolve the issues with the meeting room AV system. Warner Communications reviewed the system in depth following the July 7 meeting and will provide the equipment and service going forward. The system has not been utilized to its full potential and Warner will assist in improving this as part of the amplifier purchase. Fortunately we have a high-quality system but unfortunately the repairs / upgrades will come at some expense.
- Live streaming of meetings.** We also asked Warner for a price to install broadcast quality cameras in the meeting room to provide a better live-streaming option. We have a Warner quote and want to get at least one more before proceeding. Any purchase here would be subject to Board review and approval, hopefully as early as the August 4 meeting.
- Call for projects, TAP and Municipal Park Grant Commission.** We are looking into a possible grant application for both TAP funding and St. Louis County Municipal Park Grant Commission funding, both of which have issued a recent call for projects. TAP (Transportation Alternatives Program) is administered by East-West Gateway and typically funds bicycle-pedestrian facilities, among other eligible projects. More info here: <https://www.ewgateway.org/transportation-planning/transportation-improvement-program/competitive-transportation-programs/tap/>. The City of course has utilized Municipal Park Grant Commission funding in past years, at Jensen Point and Red Cedar. We are now looking at possibly combining a TAP application with a Municipal Parks application to fund what we are calling Phase 1 of the Pacific-Eureka trail connection. This project essentially would be a bike-ped tunnel under Route 66 and the UP and BNSF railroad tracks east of Red Cedar Inn, connecting to Franklin Road on the south side of the tracks. The trail then would continue east to Dozier Crossing. Future connections would then pick up the trail from there, eventually into Eureka. This Phase 1 connection was envisioned as one alternative in the Pacific-Eureka trail planning project completed in 2019. I am meeting with East-West Gateway and Municipal Park Grant Commission staff next week to discuss in further detail. If the project seems promising I would expect to bring a more detailed report to the Park Board August 3, and Board of Aldermen August 4. At this point I am proposing to have all costs covered through the two grants, with no cost participation by the City.

- **Board of Adjustment hearing, July 29.** The Board of Adjustment is scheduled to hear a variance petition from John and Karen Painter, 240 W. Union Street, 7 p.m. at City Hall. The Painters are requesting relief from the maximum residential lot coverage requirement as well as the maximum height limit for accessory buildings. Variances are requested to accommodate the construction of a three-car garage on the property. A copy of the full hearing notice and application is online: <http://www.pacificmissouri.com/269/Public-Hearing-notices>

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Steve Roth".

Steve Roth
City Administrator

BILL NO. _____

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE REVISING THE REQUIRED QUALIFICATIONS FOR CITY MARSHAL.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: Article II, Section 200.060 shall be amended, as follows:

Section 200.060 City Marshal, Training Requirements.

A. The Marshal/Chief of Police shall be twenty-one (21) years of age or older, a resident of the City of Pacific for at least one (1) year before being elected, a registered voter in the City before being elected and shall have paid all taxes and fees to the City of Pacific and not be in arrears for any unpaid City taxes, or forfeiture, or defalcation in office. Any person who is elected as City Marshal shall, within six (6) months of such appointment, cause to be filed with the City Clerk of the City and Director of the Missouri Department of Public Safety proof that he/she has completed the training program formulated pursuant to Sections 590.040 and 590.110 through 590.180, RSMo., or some other comparable training program of not less than one hundred twenty (120) hours instruction approved by the Director of the Department of Public Safety. If the newly elected City Marshal is unable to complete the training program within six (6) months due to the proper course not being available from the Department of Public Safety, an extension may be granted until such a course is made available.

B. Whether any person elected to his/her first (1st) term as City Marshal attends such a training program prior to or after assuming the duties of his/her office shall be left to the discretion of the Board of Aldermen. During the time that a Marshal is enrolled in such a training program, he/she shall be hired as a City employee and receive as full compensation from the City, compensation at a rate equal to that of City Marshal.

C. The elected Marshal shall serve as Chief of Police. In order to be eligible for election as City Marshal/Chief of Police, a candidate:

1. Must hold a Missouri Class "A" P.O.S.T. Certificate.
2. Must be at least thirty (30) years of age.
3. Must have at least two (2) years of college except that five (5) years' experience in the law enforcement field can be substituted for one (1) year of college. Ten (10) years' experience would be rated the same as two (2) years of college.
4. Must have a valid driver's license.
5. Must be able to demonstrate through references a history of ethical behavior in previous positions.

6. Must not have been convicted of any felony.
7. Must have at least five (5) years' experience working as a Law Enforcement Officer to include at least two (2) years as a supervisor or commander of other Police Officers.
8. Should have demonstrated ability in providing or implementing strategies to improve public safety.
9. Should have demonstrated ability to develop and/or implement the budget of the Police Department.
10. Must be certified by a physician to be in good enough physical condition to perform all the duties of a Police Officer.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

SPONSOR: _____

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B. Whether any person elected to his/her first (1st) term as City Marshal attends such a training program prior to or after assuming the duties of his/her office shall be left to the discretion of the Board of Aldermen. During the time that a Marshal is enrolled in such a training program, he/she shall be hired as a City employee and receive as full compensation from the City, compensation at a rate equal to that of City Marshal.

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8. Should have demonstrated ability in providing or implementing strategies to improve public safety.
9. Should have demonstrated ability to develop and/or implement the budget of the Police Department.
10. Must be certified by a physician to be in good enough physical condition to perform all the duties of a Police Officer.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 5023

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 312 E. ORLEANS STREET (FRANKLIN COUNTY PARCEL 19-1-12.0-4-004-154.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Regina Hutson and James Hutson is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$112,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51777
Abstract No.: 133491

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 4, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lot 4 and the West half of Lot 5, Block 38 of WILLIAM C. INKS ADDITION TO THE TOWN OF FRANKLIN (NOW CITY OF PACIFIC), as per plat of record in Plat Book A, Page 14 in the office of the Recorder of Deeds of Franklin County, Missouri.

We report according to the Franklin County records, the record owner of said property is:

Regina Hutson and James Hutson, wife and husband

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Terms and provisions of Ordinance No. 1839 of the City of Pacific, according to instrument recorded in Book 867, Page 688.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.
6. Special Tax Bill issued October 29, 2019 by the City of Pacific, Missouri, in the amount of \$125.00 plus interest and costs, according to instrument recorded as Document No. 1917059.
7. Special Tax Bill issued October 29, 2019 by the City of Pacific, Missouri, in the amount of \$125.00 plus interest and costs, according to instrument recorded as Document No. 1917065.

Continued on next page

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
- A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__.

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

BILL NO. 5024

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 114 E. CONGRESS STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-003-205.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Harvey A. Husereau is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$86,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51789
Abstract No.: 133500

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 6, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lot 183 of THE ORIGINAL TOWN OF FRANKLIN, NOW CITY OF PACIFIC, as per plat of record in Plat Book A, Page 14 in the Office of the Recorder of Deeds of Franklin County, Missouri.

We report according to the Franklin County records, the record owner of said property is:

Terri Husereau and Harvey A. Husereau, her husband

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Any assessments for maintenance of sewer system.
4. Any charges from any public water and sewer district.
5. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Terri Husereau; Result: NO MATCH FOUND

Continued on next page

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Harvey A. Husereau; Result: NO MATCH FOUND

SPECIAL TAXES:	NOT EXAMINED
JUDGMENTS:	NONE.
MECHANIC'S LIENS:	NONE.
FEDERAL TAX LIENS:	NONE.
REQUEST FOR NOTICE OF SALE:	NONE.

Parcel No: 19-1-12.0-4-003-205.000

County Tax Amount for 2019: \$260.84, Paid

NOTE: General taxes for the City of Pacific are collected by the County.

This Title Report attempts to make no statement as to restrictions defined in any zoning ordinances or amendments thereto. This Title Report is furnished for informational purposes and is not a commitment for title insurance. As this Title Report is furnished for a nominal charge, HILLSBORO TITLE COMPANY assumes no liability beyond the amount paid for this report.

HILLSBORO TITLE COMPANY

By: Jacquelyn Hoyt
Authorized Signatory

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
 4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
- A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

BILL NO. 5025

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 804 S. FIRST STREET (FRANKLIN COUNTY PARCEL ID 19-6-13.0-0-099-002.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Charles Edward Meier is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$124,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51780
Abstract No.: 105508

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 5, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

A tract of land being part of the Northwest quarter of the Northeast quarter of Section 13, Township 43 North Range 2 East of the 5th P.M. in Franklin County, Missouri to wit: Beginning at an iron spike at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 13; thence along the quarter quarter section line South 1 degree 14 minutes 58 seconds West to an iron rod on the East right of way line of Missouri Route "F" (First Street); thence along said right of way line along a curve deflecting to the left and having a radius of 746.59 feet and a chord of North 28 degrees 10 minutes 54 seconds West 101.58 to a right of way marker; thence North 24 degrees 04 minutes 57 seconds West 324.56 feet to an iron rod on the North line of Section 13; thence along said section line North 89 degrees 20 minutes 14 seconds East 176.08 feet to the point of beginning containing 0.77 acres.

We report according to the Franklin County records, the record owner of said property is:

Charles Edward Meier

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Easement granted to State Highway Commission of Missouri, according to instrument recorded in Book 269, Page 753.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.

Continued on next page

6. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Charles E. Meier; Result: NO MATCH FOUND

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Harbour Portfoilo VII, LP; Result: NO MATCH FOUND

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Charles Edward Meier; Result: NO MATCH FOUND

SPECIAL TAXES:	NOT EXAMINED
JUDGMENTS:	NONE.
MECHANIC'S LIENS:	NONE.
FEDERAL TAX LIENS:	NONE.
REQUEST FOR NOTICE OF SALE:	NONE.

Parcel No: 19-6-13.0-0-099-002.000

County Tax Amount for 2019: \$1,020.74, Paid

NOTE: General taxes for the City of Pacific are collected by the County.

This Title Report attempts to make no statement as to restrictions defined in any zoning ordinances or amendments thereto. This Title Report is furnished for informational purposes and is not a commitment for title insurance. As this Title Report is furnished for a nominal charge, HILLSBORO TITLE COMPANY assumes no liability beyond the amount paid for this report.

HILLSBORO TITLE COMPANY

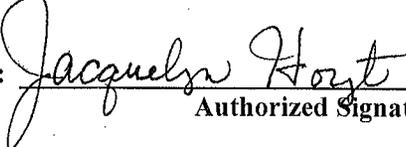
By: 
Authorized Signatory

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
 4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
- A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__.

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

BILL NO. 5026

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 220 E. CENTRAL STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-132.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Titans LLC is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$92,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51783
Abstract No.: 133495

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 6, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lot 3 in Block 34 of WM. C. INK'S ADDITION TO THE CITY OF PACIFIC, as per plat of record in Plat Book A, Page 14 of the Franklin County, Missouri, Recorder's Office.

We report according to the Franklin County records, the record owner of said property is:

Titans, LLC

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Terms and provisions of Ordinance No. 1839 of the City of Pacific, according to instrument recorded in Book 867, Page 688.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.
6. Special Tax Bill issued October 29, 2019 by the City of Pacific, Missouri, in the amount of \$125.00 plus interest and costs, according to instrument recorded in Document No. 1917060.
7. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

Continued on next page

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
- A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__.

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

EXHIBIT "B"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

I, (property owner), hereby state that I have removed all personal property and equipment from the site at (street address), (city), Missouri. I further declare that all personal property remaining on the premises is hereby abandoned and I relinquish any further claim thereto. All personal debris and trash is to be removed by sellers.

(Date)

Property Owner

STATE OF Missouri)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Missouri, personally appeared _____ and _____. To me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that such persons executed the instrument as the voluntary act and deed.

Notary Public

My Commission Expires:

BILL NO. 5027

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 302 SOUTH ELM STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-152.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Tracy L. Parsons is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$107,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51778
Abstract No.: 133492

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 4, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lots 1 and 2 in Block 37 of INK'S ADDITION TO THE TOWN (NOW CITY) OF PACIFIC, as per plat of record in the office of the Recorder of Deeds of Franklin County, Missouri in Plat Book A, Page 14.

LESS AND EXCEPTING THEREFROM, that part conveyed to Paul N. Weislar and Connie J. Weislar, husband and wife, by deed recorded in Book 1084, Page 626.

We report according to the Franklin County records, the record owner of said property is:

Tracy L. Parsons

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Terms and provisions of Ordinance No. 1839 of the City of Pacific, according to instrument recorded in Book 867, Page 688.
3. Easement for ingress, egress, maintenance and repair of a garage and driveway, according to instrument recorded in Document No. 2004-11925.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.
6. Special Tax Bill issued May 23, 2019 by the City of Pacific, Missouri, in the amount of \$125.00 plus interest and costs, according to instrument recorded as Document No. 1906514

Continued on next page

7. Special Tax Bill issued October 29, 2019 by the City of Pacific, Missouri, in the amount of \$125.00 plus interest and costs, according to instrument recorded as Document No. 1917064.

8. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Tracy L. Parsons; Result: NO MATCH FOUND

SPECIAL TAXES:	NOT EXAMINED
JUDGMENTS:	NONE.
MECHANIC'S LIENS:	NONE.
FEDERAL TAX LIENS:	NONE.
REQUEST FOR NOTICE OF SALE:	NONE.

Parcel No: 19-1-12.0-4-004-152.000

County Tax Amount for 2019: \$360.93, Paid

NOTE: General taxes for the City of Pacific are collected by the County.

This Title Report attempts to make no statement as to restrictions defined in any zoning ordinances or amendments thereto. This Title Report is furnished for informational purposes and is not a commitment for title insurance. As this Title Report is furnished for a nominal charge, HILLSBORO TITLE COMPANY assumes no liability beyond the amount paid for this report.

HILLSBORO TITLE COMPANY

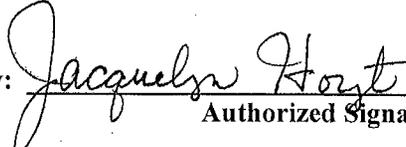
By: 
Authorized Signatory

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
 - A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__.

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

EXHIBIT "B"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

I, (property owner), hereby state that I have removed all personal property and equipment from the site at (street address), (city), Missouri. I further declare that all personal property remaining on the premises is hereby abandoned and I relinquish any further claim thereto. All personal debris and trash is to be removed by sellers.

(Date)

Property Owner

STATE OF Missouri)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Missouri, personally appeared _____ and _____. To me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that such persons executed the instrument as the voluntary act and deed.

Notary Public

My Commission Expires:

BILL NO. 5028

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 718 SOUTH FOURTH STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-001-302.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

WHEREAS, the City of Pacific (the "City"), acting by and through its Board of Alderman, has applied for and been awarded federal funds through the FEMA/SEMA Hazard Mitigation Grant Program (HMGP), for use as mitigation assistance in (i) the acquisition by the City of certain interests in real property, including the purchase of structures in a floodplain, (ii) the demolition and/or removal of such structures, and (iii) the use and maintenance of such properties as open space in perpetuity (hereinafter collectively, the "Flood Mitigation Project"); and

WHEREAS, in order to fulfill the City's obligation to complete the Flood Mitigation Project as a mitigation grant sub-grantee of FEMA/SEMA under the FEMA/SEMA HMGP Program, it is necessary for the City to acquire certain interests in real property; and

WHEREAS, Darlene Powell is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

WHEREAS, Owner desires to voluntarily convey the Property and all improvements thereon, if any, to the City on the terms and conditions set forth in a Sale Contract to be executed by the Owner and the City ("Sale Contract"), the form of which is attached hereto as Exhibit A, such Property to be owned and held by the City for public open space or public park uses as provided, and subject to the covenants, restrictions, and requirements set out, in certain Deed Restrictions ("Deed Restrictions"), the form of which is attached hereto as Exhibit B; and

WHEREAS, the City desires to accept the Property subject to the Deed Restrictions and the Board of Aldermen has determined that it is in the public interest for the City to accept such conveyance; and

WHEREAS, the Board of Aldermen desires to authorize the Mayor and the City Administrator to execute such documents, including the Sale Contract, a General Warranty Deed ("Deed") and the Deed Restrictions, and to expend such funds as are necessary to contract for and complete the purchase and conveyance of the Property to the City in furtherance of the Flood Mitigation Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC AS FOLLOWS:

Section One. The Board of Aldermen hereby authorizes acceptance of the transfer and conveyance of fee simple title to the Property from the Owner to the City of Pacific for use and maintenance as public open space or public park areas, subject to the terms and conditions set forth in the Sale Contract and Deed.

Section Two. The Sale Contract is hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the Board of Alderman hereby approves the execution by the City of such Sale Contract.

Section Three. The Property shall be conveyed to the City by general warranty deed, which Deed is hereby approved.

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$96,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

Section Five. The City shall, and the officers, employees and agents of the City, including specifically, without limitation, the Mayor, City Administrator, City Clerk, and City Attorney are each hereby authorized and directed to, take such further actions, including, but not limited to, the execution of the Sale Contract, the Deed and Deed Restrictions, the acceptance and the recordation of the Deed in the appropriate Records of Franklin County, Missouri, expend such additional funds, execute and deliver all such additional documents, and perform all such further acts as may be necessary, desirable or convenient to carry out, comply with, and perform the duties and obligations of the City with respect to the completion of the Hazard Mitigation Project and fulfillment of the City's obligation as a mitigation grant sub-grantee.

Section Six. The acceptance of the Property includes provision for its maintenance and its use for recreational activities consistent with flood plain-encumbered sites and the requirements placed on "Open Space" deed-restricted lands at the time of their purchase with FEMA/SEMA FMA Grant funds, all such recorded restrictions are specifically referenced as to each parcel, if more than one, in the Deed Restrictions within the Deed.

Section Seven. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020 _____
Steve Myers, MAYOR

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51782
Abstract No.: 126221

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 6, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lot 10 of Block 6 of RETHWILM'S ADDITION TO THE CITY OF PACIFIC, as per plat record in Plat Book C, Page 9 in the Office of the Recorder of Deeds, situated in the County of Franklin in the State of Missouri.

We report according to the Franklin County records, the record owner of said property is:

George Dean Powell and Darlene Georgia Powell, his wife

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Building Lines and Easements as shown on plat of said Subdivision recorded in Plat Book C, Page 9.
4. Assessments by a Public Water Supply District.
5. Assessments for maintenance of sanitary sewer system.
6. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

Continued on next page

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Darlene Georgia Powell; Result: NO MATCH FOUND

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: George Dean Powell; Result: NO MATCH FOUND

SPECIAL TAXES:	NOT EXAMINED
JUDGMENTS:	NONE.
MECHANIC'S LIENS:	NONE.
FEDERAL TAX LIENS:	NONE.
REQUEST FOR NOTICE OF SALE:	NONE.

Parcel No: 19-1-12.0-4-001-302.000

County Tax Amount for 2019: \$289.68, Paid

NOTE: General taxes for the City of Pacific are collected by the County.

This Title Report attempts to make no statement as to restrictions defined in any zoning ordinances or amendments thereto. This Title Report is furnished for informational purposes and is not a commitment for title insurance. As this Title Report is furnished for a nominal charge, HILLSBORO TITLE COMPANY assumes no liability beyond the amount paid for this report.

HILLSBORO TITLE COMPANY

By: Jacquelyn Hoyt
Authorized Signatory

Exhibit B

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and City of Pacific, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, The State of Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Pacific, Missouri, and the City of Pacific, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Pacific, acting by and through the City of Pacific Board of Aldermen, has applied for and been awarded federal funds pursuant to an agreement with Missouri State Emergency Management Agency dated 10-19-2018 and 10-31-2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent

with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall

be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years on June 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:
07/27/2012 - 15:23

VOLUNTARY ACQUISITION PROGRAM
FOR FLOOD DAMAGED RESIDENCES
OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: _____ herein designated as the “**Seller.**”

The **City of Pacific, Missouri**, a municipal corporation of the State of Missouri (hereinafter referred to as the “**City**”), acting pursuant to its municipal powers in administering its **FEMA/SEMA** Hazard Mitigation Grant Program, does hereby offer to enter into an Agreement with the Seller to buy all the Seller’s rights, title and interest in the following described real estate located in **Pacific, Franklin County, Missouri**, commonly known as _____ (*Street Address*) and more fully described as follows:

{Please insert parcel number and legal description}

Together with trees, bushes, scrubs and plants; to any covenants, restrictions, easements or reservations of record, or servitude for the benefit of the Seller, and to any zoning and building laws, regulations or ordinances affecting said property; but free and clear of all other liens, encumbrances, reservations, exceptions and modifications. The entirety of the above-described interests being conveyed shall hereinafter be referred to as the “**Property.**”

In consideration of the covenants and obligations herein, the parties agree as follows:

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$_____ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.

2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
 - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

3. **Deed**. On or before the Closing Date, the Seller shall have completed its obligations under paragraph 4 and paragraph 8, and the Seller shall execute and deliver to the City the General Warranty Deed for the Property, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Property to the City, subject only to the Permitted Exceptions. The Seller shall further deliver to the City a Bill of Sale for any personal property included in the sale (Exhibit "C").
4. **Evidence of Title**. Prior to the Closing date, the Seller shall provide evidence of good and marketable title to the Property. Such evidence shall be provided through either of the following methods:
 - A. **Abstract of Title**. The Seller shall promptly deliver to the City an abstract of title to said Property certified to date by a competent abstractor showing title marketable in fact vested in the Seller and taxes, assessments, judgments and mechanics liens affecting said Property, subject, however, to the Permitted Exceptions. If examination of said abstract reveals defective title, the City shall specify the objections in writing and deliver the same to the Seller. The Seller shall then have any such defects corrected within sixty (60) days from the date of delivery of such written objections. If any of said defects so noted are not corrected within sixty (60) days after delivery of such objections, then the Agreement shall be null and void, in which case any part of the Purchase Price already paid shall be returned to the City and the abstract returned to the Seller. Any defects appearing in the abstract and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. The abstract shall become the property of the City when the Purchase Price is paid in full; OR
 - B. **Title Insurance**. In lieu of the Seller furnishing such abstract of title for examination, the Seller shall promptly deliver to the City a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in an amount approved by the City, naming the City as the insured and issued by a title insurance company licensed to write title insurance in Missouri. Said policy shall insure the owner's title to be marketable in fact, subject to the Permitted Exceptions; and shall provide that the policy be issued immediately after the Seller's General Warranty Deed is placed on record.
 - C. **Cost**. The cost of the abstract or title insurance shall be borne by City.
5. **Possession**. On and after the Closing Date, the City shall be entitled to immediate possession of the property and to receipt of all rents and profits from the Property due thereafter. Failure of Seller to deliver possession to the City, free from the interest of any tenant or other parties, on the date of closing, shall constitute a breach of this Agreement.

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.
7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.
8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.
9. **Application of Purchase Price Deductions for Flood Assistance Received.**
 1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.
 2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:
 - 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
 - 2) An amount equal to all net flood insurance proceeds received by the Seller.

3. In addition, pursuant to FEMA requirements, the following shall be deducted from the Seller's net proceeds in the Purchase Price (after deductions are made as set forth above for IHP program assistance and flood insurance proceeds received by the Seller and after payments are made by the Seller for satisfaction of all liens, encumbrances, taxes, assessments and other costs incidental to the conveyance: an amount equal to the outstanding balance on a Small Business Administration (SBA) real-estate repair and replacement disaster loans received by the Seller.
4. Following execution of the Offer, the Seller shall provide all information requested by the City relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood related damage. At the closing, the City shall prepare and deliver to the Seller a document setting forth the deductions from the Purchase Price required to be made.
10. **Proceeds Payable to Seller.** After making deductions from the Purchase Price to discharge the obligations of Seller, as described in paragraph 9 above, the City will deliver to Seller its check for the remaining purchase price owing Seller, and the check shall be payable to Seller as their interests appear on the date of closing.
11. **Insurance.** The Seller is responsible for maintaining liability and other insurance on the premises through the date of closing to protect their interests. The City assumes no duty to insure the property, for any loss of liability, until after closing.
12. **Status Quo Maintained.** The Property shall be preserved in its present condition and the Seller shall deliver it intact at the time possession to the City is given. All risk or loss or damage to the Property is on the Seller until the City takes possession. Prior to possession by the City, the Seller shall give prompt written notice to the City of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the City shall have the option to terminate this agreement effective immediately. However, in case of loss, damage or destruction of all or part of the Property from causes covered by insurance, the City shall have the option to either: (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims the Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.
13. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the City, including, but not limited to, the sewer, solid waste and water charges which may be assessed for collection pursuant to Revised Statutes of Missouri Sections 250.233, 250.234, 260.215, and 393.130.
14. **Taxes.** The Seller shall pay in full all federal, state, county and municipal taxes, general or special, which are a lien on the Property, except for taxes for the current calendar year (2020), which shall be prorated as of the Closing Date. If the amount of taxes cannot be then ascertained, proration shall be computed on the amount of general taxes on the Property for the preceding fiscal year.
15. **Special Assessments.** The Seller shall pay in full all special assessments on the Property, which have been certified before the Closing Date.

16. **Time Is of the Essence.** Time is of the essence in this Agreement. If Seller does not perform his obligations created in this Agreement in a timely fashion, then except as provided in paragraph 4, and in addition to the remedies provided in paragraph 9, the City reserves any other recourse or remedy against Seller that is provided by law, or the City may, at its option, deduct from the sale proceeds as liquidated damages, the amount of One Hundred Dollars (\$100.00) per day for each day that Seller's delay postpones closing.
17. **Leases.** The Seller represents and warrants to the City that there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. The Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property.
18. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of the Purchase Price, unless declared unnecessary by the City's Legal Department. If court approval is necessary, the appropriate fiduciary shall promptly and diligently proceed to bring the matter up for a hearing to enable the issuance of such approval.
19. **Environmental Matters.**
- A. **Environmental Representations and Warranties.** For purposes of this Offer, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (I) the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. Sections 6901, et seq. (RCRA); (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), codified at 42 U.S.C. Sections 9601, et seq.; (iii) the Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) Revised Statutes of Missouri Sections 260.350, et. Seq.; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance," or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "**Environmental Laws**"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substance or materials containing asbestos, PCBs or hydrocarbons.

The Seller hereby represents and warrants to the City that:

- (1) There are no abandoned wells, agriculture drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Property;
- (2) There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;
- (3) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Property;

- (4) There has never been any solid waste disposal site or underground storage tank located in, on or about the Property, nor has there been any release from any underground storage tank in real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- (6) To the best of Seller's knowledge, neither the Property nor any real property contiguous to the Property nor any predecessors in title to the Property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws. The foregoing representations and warranties and the Environmental Indemnification's set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Offer shall not be affected by any study, investigation or inspection of the Property by the City or the City's agents.

B. Environmental Indemnification. The Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the City's Legal Department--incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City, in its sole and irrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may immediately terminate this Offer.

20. Contract Binding On Successors In Interest. This document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.
21. Intention Of Use of Words and Phrases. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
23. **No Brokers.** Each party hereto represents to the other that no real estate broker commission shall be due on the conveyance contemplated by this Offer.
24. **Voluntary Acquisition.** The Seller, as holder of all right, title and interest in property is aware of and acknowledges that the City has presented this Offer pursuant to the City's Voluntary Acquisition Program that the Seller's acceptance of this Offer is a purely voluntary transaction and the Seller is under no duress nor subject to any coercive action by the City to accept this Offer, and that if the Seller accepts this Offer, it will be necessary to move permanently from the Property.
25. **Law of Missouri.** The Offer shall be construed according to the laws of the State of Missouri. Upon acceptance of this Offer, the Seller shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement to the extent that the same may be applicable.
26. **Entire Agreement.** The entire agreement between the Seller and the City shall consist of the document.
27. **Exhibits.** To the extent they are applicable, Exhibit "A" (City's right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples), Exhibit "B" (Certificate of Removal of Personal Property), Exhibit "C" (Bill of Sale), are attached hereto and by this reference made a part hereof.
28. **Acceptance.** This Offer shall become null and void unless accepted by the Seller on or before the _____ day of _____, 20___. Upon acceptance by the Seller, this Offer shall become an Agreement binding upon and accruing to the benefit of the City and the Seller, their respective heirs, executors, administrators, assigns and successors in interest, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. The City may revoke this Offer at any time prior to its acceptance.

This Offer is presented to the Seller on this _____ day of _____, 20__.

By _____
 Mayor
 City of Pacific, Missouri

This forgoing Offer is accepted this _____ day of _____, 20__.

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORINGS AND GROUND WATER SAMPLES**

The undersigned, owner of the following described property, locally known as, and legally described as: _____
(street address)

(Please provide parcel number and legal description here)

hereby grant to the City of Pacific, Missouri (hereinafter referred to as the "City"), the right to enter upon and conduct such investigations, inspections and inventories of the property as the City deems reasonable or necessary prior to closing. This right to enter shall include a temporary easement to allow the City, its agents, contractors and employees a right to enter in, upon and onto the above-described property for the purpose of hauling, transporting and storage of materials and equipment during the test borings for the following described Voluntary Acquisition Program.

1. It is further understood and agreed that the City will remove all of said materials and equipment, except marks and location stakes from the above-described premises within ten (10) days after the above-described project has been completed.
2. It is further understood and agreed that the City, its agents, employees or contractors will restore the test sample areas to original condition as is reasonably possible.
3. It is further understood and agreed that the City will report the test results of the soil and ground water samples to the Missouri Department of Natural Resources.

Date

Property Owner

I certify that the signature parties hereto are all of those persons learned to be the owners of the property concerned by the undersigned during negotiations and that ownership has been verified from the files of the County Assessor.

Mayor

BILL NO. 5029

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE REVISING THE EXCEPTIONS TO EXCESSIVE GROWTH OF WEEDS AND VEGETATION.

WHEREAS, the Board of Aldermen recognizes the importance of controlling excessive growth of weeds and vegetation; and

WHEREAS, the Board of Aldermen has determined that large lots should be treated differently than others with regard to mowing and removal of weeds and vegetation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: Section 225.255 B. of the Code of Ordinances shall be amended as follows:

Section 225.255 Excessive growth of weeds and vegetation

B. *Exceptions.* The following exceptions to Subsection A apply as set forth below:

1. *Large Lots.* On properties of 3 acres or greater, Subsection A shall apply only to:

- a. any property within 5 feet adjacent to any sidewalk, street or public way.
- b. the portions of such property within the area of 50 feet from any dwelling on the property or within any fenced area surrounding such dwelling, whichever is less.
- c. any property within 5 feet adjacent to a developed property.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 5030

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE XI OF CHAPTER 500 PERTAINING TO ABATEMENT OF DANGEROUS BUILDINGS

WHEREAS, the City revised certain sections of the portion of Chapter 500 pertaining to abatement of dangerous buildings in 2019; and

WHEREAS, certain cross references in Section 500.250 must be revised for consistency with the newly adopted Code sections.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: Section 500.250 of Article XI of Chapter 500 of the Municipal Code is hereby amended to read as follows:

Section 500.250 Abatement Standards.

A. Whenever a notice shall be given that any building or structure constitutes a public nuisance under the provisions of this Article, the party responsible for giving the notice shall base his/her order as to necessary actions to abate the nuisance by observation of the following standards:

1. If the condition or conditions which cause the building or structure to be a public nuisance can be reasonably repaired or maintained so that the building or structure will no longer exist in violation of the terms of this Article, the building or structure shall be ordered so repaired or maintained.
2. If the conditions are such as to make the building or structure immediately dangerous to the health, safety or welfare of its occupants, the building or structure shall be ordered vacated pending abatement of the nuisance.
3. In all cases where the conditions causing the building or structure to be a public nuisance cannot be reasonably repaired or maintained so that the building or structure will no longer exist in violation of the terms of the Article, the building or structure shall be demolished.
4. In any case where the conditions constituting the public nuisance are such that the costs to repair or maintain the building or structure, so that it will no longer constitute a public nuisance, equal or exceed fifty percent (50%) of the value of the building or structure, it shall be ordered repaired or demolished, and in the event it is not repaired or demolished by the owner, then the City shall abate the nuisance by demolition.

5. Any building or structure constituting a public nuisance because of the conditions prescribed in Subsection (3) of Section 500.210 shall be ordered to be completed in accordance with lawful plans and specifications, and if it shall not be so completed or demolished by the owner, then the City shall abate the nuisance by demolition.
6. Any building or structure found to be a public nuisance because of the conditions described in Subsection (4) of Section 500.210, shall be ordered demolished.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 5031

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE PROVIDING FOR A FIFTEEN MINUTE PARKING SPACE AT 119 W. COLUMBUS STREET

WHEREAS, public health and safety require additional parking restrictions on W. Columbus Street.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: Schedule IV, Table IV-A of the Code shall be amended by adding the following:

Location	Restriction
One space on W. Columbus Street adjacent to the property numbered 119	Fifteen minute parking

Section 2. Any and all ordinances or parts thereof in conflict herewith are hereby repealed.

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

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

AMENDED BILL NO. 5014
SPONSOR: _____

ORDINANCE NO. _____

AN ORDINANCE REGULATING THE OPERATION OF UTILITY VEHICLES AND GOLF CARTS IN THE CITY OF PACIFIC

WHEREAS, the Board of Aldermen has determined that regulations should be adopted for the safe operation of utility vehicles and golf carts on city streets, roads and alleyways.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: The Code of Ordinances of the City of Pacific shall be amended by adding a new Chapter 386 thereto, as follows:

CHAPTER 386– UTILITY VEHICLES, GOLF CARTS
Section 386.010. Utility Vehicles.

A. Definition: “UTV” or “utility vehicle” means a motorized vehicle, with not less than four non-highway tires that is manufactured and used exclusively for off highway use which is sixty-four inches or less in width and a total highway dry weight to not more than two thousand (2,000) pounds. This section shall not apply to UTVs or utility vehicles owned and operated by a governmental entity for official use or for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation.

B. Requirements for operating a utility vehicle on public roads within the City:

1. Any individual operating a utility vehicle shall have a valid operator’s or chauffeur’s license, but is not required to pass an examination for the operation of a motorcycle;
2. Any individual operating a utility vehicle and all occupants shall wear a properly fastened seat belt if the utility vehicle has a seat belt designed and provided by the manufacturer;
3. The utility vehicle shall be operated only on City streets at the posted speed limit and shall obey speed zones;
4. The utility vehicle shall have either a DOT approved reflective safety triangle or a bicycle safety flag, which extends not less than seven feet above the ground, attached to the rear of the vehicle. The flag shall be day-glow colored and shall be triangular shaped, with an area not less than 30 square inches;
5. The utility vehicle and driver shall be properly insured according to limits required by state law, and such proof of insurance shall be kept with the vehicle at all times. Such insurance shall specifically list the utility vehicle as referenced by the serial number and year of model;
6. Utility vehicles may be operated only on improved streets and alleys. Utility vehicles are prohibited on any streets maintained by MoDOT, except as necessary to cross such state-maintained roads. Utility vehicles may not be operated on City sidewalks.

7. The number of occupants riding in the UTV must not exceed the manufacturer's intended capacity. No riders are allowed to ride in the dump bed of a UTV on City streets or alley ways.

C. No individual operating a utility vehicle shall:

1. Operate the utility vehicle in any careless or imprudent manner so as to endanger any person or property of any person;
2. Operate the utility vehicle while under the influence of alcohol or controlled substance;
3. Operate a utility vehicle unless the utility vehicle is properly equipped with headlights, taillights and brake lights;
4. Operate a UTV on any unimproved park property (grass area) without a special event permit that allows for such use.

D. This Ordinance is not intended to prohibit use of UTVs on private land within the City limits of Pacific.

Section 386.020 – Golf carts

A. Definition – A “golf cart” means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes. A golf cart which may be operated on the streets, roads and alleyways of the City shall be classified as a low-speed vehicle (LSV). This section shall not apply to golf carts owned and operated by a governmental entity for official use or golf carts operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation.

1. The following must appear on the manufactured statement of origin (MSO):
 - a) The body type must be specified as a low speed vehicle.
 - b) There must be a statement indicating that the LSV meets or exceeds the minimal federal safety requirements.

B. Requirements for operating golf carts on city streets, roads or alleyways within the City:

1. The golf cart shall be currently registered and licensed pursuant to city ordinances (if any);
2. Any individual operating a golf cart shall have a valid operator's or chauffeur's license, but is not required to pass an examination for the operation of a motorcycle;
3. The golf cart and driver shall be properly insured according to limits required by state law, and such proof of insurance shall specifically list the vehicle as referenced by the serial number and year of model. Proof of insurance must be kept with the golf cart.
4. Any individual operating a golf cart and all occupants shall wear a properly fastened seat belt if the golf cart has a seat belt designed and provided by the manufacturer;
5. The golf cart shall be operated only on City streets with a posted speed limit of 35 mph or less, at a speed of less than 35 miles per hour. Golf carts may not be operated on City sidewalks.

6. The utility vehicle shall have either a DOT approved reflective safety triangle or a bicycle safety flag, which extends not less than seven feet above the ground, attached to the rear of the vehicle. The flag shall be day-glow colored and shall be triangular shaped, with an area not less than 30 square inches.

7. The number of occupants riding in a golf cart shall not exceed the manufacturer's intended capacity and no riders may be carried in dump beds.

C. No individual operating a golf cart shall:

1. Operate the golf cart in any careless or imprudent manner so as to endanger any person or property of any person;

2. Operate the golf cart while under the influence of alcohol or controlled substance;

3. Operate the golf cart between the hours of official sunset and sunrise, unless the golf cart is properly equipped with headlights, taillights and brake lights;

Section 2: Section 230.020 A. (15) shall be amended as follows:

15. Operate any unlicensed motor vehicle, except that utility vehicles and LSV's may be operated on the paved streets within the City's parks and no golf carts shall be operated on any unimproved park property (grass area) without a special event permit that allows for such use.

Section 3: Any and all ordinances or parts thereof in conflict herewith are hereby repealed.

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

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 5021

ORDINANCE NO. _____

SPONSOR: _____

**AN ORDINANCE REMOVING CERTAIN
PROPERTY FROM THE OSAGE COMMERCIAL
AREA COMMUNITY IMPROVEMENT DISTRICT.**

WHEREAS, the City received the written request of the owners of certain real property to remove their respective properties, a list of such properties is included on **Exhibit A** hereto, from the Osage Commercial Area Community Improvement District (the "Community Improvement District") pursuant to Section 67.1441.1 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the Board of Directors of the Community Improvement District has consented to the removal of such property and determined that the Community Improvement District can meet its obligations without the revenues generated by the property proposed to be removed; and

WHEREAS, a public hearing on the removal of such property from the Community Improvement District, notice of which was given as required by Section 67.1441.1(3) of the Revised Statutes of Missouri, as amended, was held and all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen desires to remove certain property from the Community Improvement District; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

SECTION 1. The real property listed in the written requests of the owners thereof attached hereto as **Exhibit A** shall be removed from the Community Improvement District.

SECTION 2. This Ordinance shall take effect upon its passage. The employees of the City or its representatives are hereby authorized to take such actions as may be necessary to inform the Missouri Department of Revenue or such other agency of the State of Missouri regarding the removal of the property from the Community Improvement District and to take such further action as may be required to remove such property from the Community Improvement District in accordance with Section 67.144.1 of the Revised Statutes of Missouri, as amended.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

EXHIBIT A

Property No.	Parcel ID	Property Owner	Site Address
5	19-1-11.0-2-004-009.100	Osage 66 properties	301/305 Hoven Drive
7	19-1-11.0-2-003-011.000	Gared LLC	2165 W. Osage
12	19-1-11.0-2-009-015.100	Elite Massage Fuller Properties LLC (now	333 Chamber Drive
14	19-1-11.0-2-099-018-000	Osage St. Properties)	1901 W. Osage
16	19-1-11.0-1-009-052.100	Dale & Belinda Essmyer	1806 W. Osage

BILL NO. 5022

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE APPROVING A ZONING CHANGE (MAP AMENDMENT) FROM C-2 ARTERIAL COMMERCIAL TO M-1 LIGHT INDUSTRIAL FOR PROPERTY KNOWN AS LOT 1 EASTRIDGE PLACE, FRANKLIN COUNTY PARCEL ID 19-2-10.0-0-036-015.000.

WHEREAS, David and Angela Wieda and Barb Wieda Culp, dba Iron Bear Customs LLC, has made application for a zoning change from C-2 Arterial Commercial to M-1 Light Industrial for property located at Lot 1 Eastridge Place, Franklin County Parcel ID 19-2-10.0-0-036-015.000; and

WHEREAS, the application was duly referred to the Planning and Zoning Commission for its consideration and recommendation; and

WHEREAS, a duly advertised and posted public hearing was conducted before the Planning and Zoning Commission on June 23, 2020; and

WHEREAS, the Planning and Zoning Commission has submitted its report to the Board of Aldermen and has recommended that a zoning change from C-2 Arterial Commercial to M-1 Light Industrial for the aforesaid property be approved in accordance with the application;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1. A zoning change and map amendment from C-2 Arterial Commercial to M-1 Light Industrial is hereby approved for the property at Lot 1 Eastridge Place, known and identified as Franklin County Parcel ID 19-2-10.0-0-036-015.000. The City zoning map shall be updated accordingly in due course.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____ 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____ 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE WATER & SEWER FUND TO THE LEASEHOLD REVENUE BOND FOR THE INTEREST PAYMENT OF THE MUNICIPAL ASSISTANCE BOND SERIES 2012.

WHEREAS, the Fiscal Year 2020-2021 budget provides for the payment of debt service for the Leasehold Refunding Bonds, Series 2012 from the Water & Sewer Fund;

WHEREAS, Expenditures for the Interest Payment for the Leasehold Revenue Bond Series 2012 are \$ 11,766.75 for Interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, as follows:

The Board of Aldermen hereby authorizes the transfer of \$ 11,766.75 for the Interest payment from the Water & Sewer Fund to the Leasehold Revenue Bond Series 2012 account for the payment of the Interest for the Pacific Municipal Assistance Corporation Leasehold Revenue Bond Series 2012.

Adopted by the Board of Aldermen and approved by the Mayor this 21st of July 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

Resolution No. 2020-37

A Resolution taking Notice of and Reaffirming the Provision of Ordinance No. 1866 entitled “An Ordinance of the City of Pacific, Missouri to establish a Procedure to disclose potential Conflicts of Interest and Substantial interest for certain officials”.

WHEREAS, the Board of Aldermen of the City of Pacific, Missouri enacted Bill No. 1927 into law on August 1, 1995 which sets forth procedures for the disclosure of potential conflicts of interest and substantial interest for certain officials, same Bill numbered as Ordinance No. 1866; and

WHEREAS, Ordinances Nos. 1603, 1724, 1784, and 1866 were substantially the same, and fully compliant with the state laws regarding financial disclosure for government officials, all of which were enacted by the Board of Aldermen to comply with a provision of Section 105.485.5 of the Missouri Revised Statutes which requires the biennial adoption of an ordinance, order or resolution setting forth the political subdivision’s method of financials disclosure of potential conflicts of interest and substantial interest of government officials; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, to wit:

That the provisions of Ordinance No. 1866 are hereby re-adopted as the procedures of the City of Pacific, Missouri for the disclosure of potential conflicts of interest and substantial interest of governmental officials.

ADOPTED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-38

A RESOLUTION TO AUTHORIZE TRANSFER OF FUNDS FROM THE CITY’S CAPITAL IMPROVEMENTS SALES TAX FUND, WASTEWATER FUND AND EAST OSAGE COMMUNITY IMPROVEMENT DISTRICT FUND TO PAY EXPENSES RELATED TO CERTAIN CAPITAL IMPROVEMENTS PROJECTS IN THE CITY OF PACIFIC

WHEREAS, the adopted Fiscal Year 2021 budget includes certain fund transfers to pay expenditures related to certain Capital Improvement projects, including the Lisa Lane Street Improvement Project, Denton Road Bridge Replacement Project and Osage Street Water Main Replacement project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN FOR THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

SECTION 1. A transfer of funds in the amount of \$100,000 from the Capital Improvements Sales Tax Fund to the Transportation Fund is hereby authorized and approved.

SECTION 2. A transfer of funds in the amount of \$200,000 from the Wastewater (Sewer) Fund to the Water Fund is hereby authorized and approved.

SECTION 3. A transfer of funds in the amount of \$100,000 from the East Osage Community Improvement District Fund to the Water Fund is hereby authorized and approved.

SECTION 4. The City Clerk is hereby authorized and directed to provide for the transfer of funds as herein provided.

Adopted by the Board of Aldermen and approved by the Mayor on this 21st day of July, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

00621 APPLICATION FOR PAYMENT NO. 1

To: City of Pacific, Missouri
 From: _____
 Contract: Osage Street Water Main Replacement
 Project: Osage Street Water Main Replacement
 OWNER's Contract No. CWSRF - ENGINEER's Project No. _____ Project Number 18998501-01

For Work accomplished through the date of: 7-7-2020

1 Original Contract Price:		\$	<u>\$362,720.00</u>
2 Net Change Orders and Written Amendments (+ or -):		\$	<u>\$0.00</u>
3 Current Contract Price (1 plus 2):		\$	<u>\$362,720.00</u>
4 Total completed and stored to date:		\$	<u>\$237,926.00</u>
5 Retainage (per Agreement):			
10.00% of completed Work:	\$	<u>\$21,396.00</u>	
10.00% of stored material:	\$	<u>\$2,396.60</u>	
6 Total completed and stored to date less retainage (4 minus 5):		\$	<u>\$214,133.40</u>
7 Less previous Application for payments:		\$	<u>\$0.00</u>
8 DUE THIS APPLICATION (6 MINUS 7):		\$	<u>\$214,133.40</u>

Accompanying Documentation: _____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 7-7-20

By: Ray Gullet
 CONTRACTOR

State of: MO

County of: Franklin

Subscribed and sworn to before me this 7th day of July 2020

Notary Public Jessica D Todahl

My Commission expires: 11-27-21

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
 Dated: 7-7-20

Jessica D Todahl

By: R. Conway, P.E.
 ENGINEER



JESSICA D. TODAHL
 My Commission Expires
 November 27, 2021
 Franklin County
 Commission #13802015

TO (OWNER): City of Pacific
300 N Hoven St.
Pacific, MO 63069

PROJECT: Lisa Lane
Lisa Lane
Pacific, MO

APPLICATION NO: 4Rev
PERIOD TO: 7/15/2020

DISTRIBUTION TO:

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Innerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

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

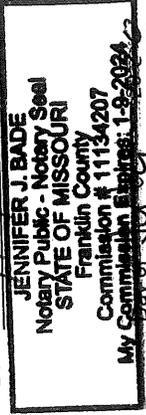
CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	131,466.10
2. Net Change by Change Orders	\$	2,928.75
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	134,394.85
4. TOTAL COMPLETED AND STORED TO DATE	\$	134,394.85

CONTRACTOR: K.J.U. Inc dba K.J. Innerstall Const. Co
4923 South Point Rd
Washington, MO 63090

Date: 7/15/20



By: *[Signature]*

State of:

County of:

Subscribed and Sworn to before me this

Notary Public: *[Signature]*

My Commission Expires: 1-9-2024

CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

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

CONSTRUCTION MANAGER: _____ Date: _____

By: _____ Date: _____

ARCHITECT: _____ Date: _____

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

5. RETAINAGE:	\$	13,439.49
a. 10.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	13,439.49
Total retainage (Line 5a + 5b)	\$	120,955.36

6. TOTAL EARNED LESS RETAINAGE	\$	120,955.36
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	89,541.99
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	31,413.37

9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	13,439.49
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	2,928.75	0.00
TOTALS	2,928.75	0.00
NET CHANGES by Change Order	2,928.75	

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Pacific
300 N Hoven St.
Pacific, MO 63069

PROJECT: Lisa Lane
Lisa Lane
Pacific, MO

APPLICATION NO: 4Rev
PERIOD TO: 7/15/2020

DISTRIBUTION TO:
- OWNER
- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	COMP QTY/% TO DATE	%	BALANCE
1	Mobilization		LS	\$0.00	\$14,000.00	100.00000%	\$14,000.00	.0000%	\$0.00	\$0.00	\$14,000.00	100.0000%	100.00	\$0.00
2	Earthwork	1,000	LSQ	\$15,860.00	\$15,860.00	.7500	\$11,895.00	.2500	\$3,965.00	\$0.00	\$15,860.00	1.0000	100.00	\$0.00
3	8in of 3in Minus Base Rock	439,000	CY	\$35.00	\$15,365.00	439.00000	\$15,365.00	.0000	\$0.00	\$0.00	\$15,365.00	439.0000	100.00	\$0.00
4	2in of 1in Minus Base Rock	110,000	CY	\$36.00	\$3,960.00	110.00000	\$3,960.00	.0000	\$0.00	\$0.00	\$3,960.00	110.0000	100.00	\$0.00
5	3in BP-2 Surface Mix	265,000	TON	\$88.00	\$23,320.00	.0000	\$0.00	265.0000	\$23,320.00	\$0.00	\$23,320.00	265.0000	100.00	\$0.00
6	Concrete Sidewalk -including Agg. Base	2,060,000	SF	\$6.70	\$13,802.00	2,060.00000	\$13,802.00	.0000	\$0.00	\$0.00	\$13,802.00	2,060.0000	100.00	\$0.00
7	Curb and Gutter -36in Wide	1,040,000	LF	\$22.50	\$23,400.00	1,040.00000	\$23,400.00	.0000	\$0.00	\$0.00	\$23,400.00	1,040.0000	100.00	\$0.00
8	Curb Inlet	2,000	EA	\$2,480.00	\$4,960.00	2.00000	\$4,960.00	.0000	\$0.00	\$0.00	\$4,960.00	2.0000	100.00	\$0.00
9	Inlet Protection	3,000	EA	\$75.00	\$225.00	3.00000	\$225.00	.0000	\$0.00	\$0.00	\$225.00	3.0000	100.00	\$0.00
10	30in HDPE	23,000	LF	\$140.00	\$3,220.00	23.00000	\$3,220.00	.0000	\$0.00	\$0.00	\$3,220.00	23.0000	100.00	\$0.00
11	30in RCP	36,000	LF	\$120.00	\$4,320.00	36.00000	\$4,320.00	.0000	\$0.00	\$0.00	\$4,320.00	36.0000	100.00	\$0.00
12	30in Flared End Section	1,000	EA	\$1,095.00	\$1,095.00	1.00000	\$1,095.00	.0000	\$0.00	\$0.00	\$1,095.00	1.0000	100.00	\$0.00
13	Rip Rap	22,000	SY	\$60.00	\$1,320.00	22.00000	\$1,320.00	.0000	\$0.00	\$0.00	\$1,320.00	22.0000	100.00	\$0.00
14	Silt Fence	978,000	LF	\$0.95	\$929.10	978.00000	\$929.10	.0000	\$0.00	\$0.00	\$929.10	978.0000	100.00	\$0.00
15	Finish Grading Seed and Straw	.520	AC	\$3,250.00	\$1,690.00	.0000	\$0.00	.5200	\$1,690.00	\$0.00	\$1,690.00	.5200	100.00	\$0.00
16	Material Testing -Allowance	1,000	LSQ	\$4,000.00	\$4,000.00	.2500	\$1,000.00	.7500	\$3,000.00	\$0.00	\$4,000.00	1.0000	100.00	\$0.00
17	CO1 Removal of Unsuitable and Replacement with Shot Rock	1,000	LSQ	\$2,928.75	\$2,928.75	.0000	\$0.00	1.0000	\$2,928.75	\$0.00	\$2,928.75	1.0000	100.00	\$0.00
REPORT TOTALS										\$99,491.10	\$34,903.75	\$134,394.85		\$0.00
\$134,394.85														
\$0.00														

TO (OWNER): City of Pacific
 300 N Hoven St.
 Pacific, MO 63069

PROJECT: Lisa Lane
 Lisa Lane
 Pacific, MO

APPLICATION NO: 5Final-Rev
 PERIOD TO: 7/15/2020

DISTRIBUTION TO:
 - OWNER
 - CONSTRUCTION MANAGER
 - ARCHITECT
 - CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
 4923 South Point Rd
 Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$	131,466.10
2. Net Change by Change Orders \$	2,928.75
3. CONTRACT SUM TO DATE (Line 1 + 2) \$	134,394.85
4. TOTAL COMPLETED AND STORED TO DATE \$	134,394.85

5. RETAINAGE:

a. _____% of Completed Work	\$	0.00
b. _____% of Stored Material	\$	0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 134,394.85
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 120,955.36

8. CURRENT PAYMENT DUE \$ 13,439.49

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,928.75	0.00
Total approved this Month	0.00	0.00
TOTALS	2,928.75	0.00
NET CHANGES by Change Order	2,928.75	

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

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
 4923 South Point Rd
 Washington, MO 63090

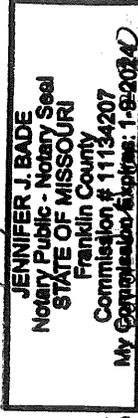
By: [Signature] Date: 7/15/20

State of: _____

County of: _____

Subscribed and Sworn to before me this _____ 15 _____

Notary Public: [Signature]
 My Commission Expires: _____



CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City of Pacific
300 N Hoven St.
Pacific, MO 63069

PROJECT: Lisa Lane
Lisa Lane
Pacific, MO

APPLICATION NO: 5Final-Rev
PERIOD TO: 7/15/2020

DISTRIBUTION TO:
- OWNER
- CONSTRUCTION
- MANAGER
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FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY% THIS PERIOD	COMP QTY% TO DATE	STORED MATERIAL	COMP AMT THIS PERIOD	COMPLETED AND STORED	%	BALANCE
1	Mobilization		LS	\$0.00	\$12,000.00	100.00000%	\$12,000.00	.00000%	100.00000%	\$0.00	\$0.00	\$12,000.00	100.00	\$0.00
1	Mobilization		LS	\$0.00	\$2,000.00	100.00000%	\$2,000.00	.00000%	100.00000%	\$0.00	\$0.00	\$2,000.00	100.00	\$0.00
2	Earthwork	1.000	LSQ	\$15,860.00	\$15,860.00	1.0000	\$15,860.00	.0000	1.0000	\$0.00	\$0.00	\$15,860.00	100.00	\$0.00
3	8in of 3in Minus Base Rock	439.000	CY	\$35.00	\$15,365.00	439.0000	\$15,365.00	.0000	439.0000	\$0.00	\$0.00	\$15,365.00	100.00	\$0.00
4	2in of 1in Minus Base Rock	110.000	CY	\$36.00	\$3,960.00	110.0000	\$3,960.00	.0000	110.0000	\$0.00	\$0.00	\$3,960.00	100.00	\$0.00
5	3in BP-2 Surface Mix	265.000	TON	\$88.00	\$23,320.00	265.0000	\$23,320.00	.0000	265.0000	\$0.00	\$0.00	\$23,320.00	100.00	\$0.00
6	Concrete Sidewalk-including Agg. Base	2,060.000	SF	\$6.70	\$13,802.00	2,060.0000	\$13,802.00	.0000	2,060.0000	\$0.00	\$0.00	\$13,802.00	100.00	\$0.00
7	Curb and Gutter -36in Wide	1,040.000	LF	\$22.50	\$23,400.00	1,040.0000	\$23,400.00	.0000	1,040.0000	\$0.00	\$0.00	\$23,400.00	100.00	\$0.00
8	Curb Inlet	2.000	EA	\$2,480.00	\$4,960.00	2.0000	\$4,960.00	.0000	2.0000	\$0.00	\$0.00	\$4,960.00	100.00	\$0.00
9	Inlet Protection	3.000	EA	\$75.00	\$225.00	3.0000	\$225.00	.0000	3.0000	\$0.00	\$0.00	\$225.00	100.00	\$0.00
10	30in HDPE	23.000	LF	\$140.00	\$3,220.00	23.0000	\$3,220.00	.0000	23.0000	\$0.00	\$0.00	\$3,220.00	100.00	\$0.00
11	30in RCP	36.000	LF	\$120.00	\$4,320.00	36.0000	\$4,320.00	.0000	36.0000	\$0.00	\$0.00	\$4,320.00	100.00	\$0.00
12	30in Flared End Section	1.000	EA	\$1,095.00	\$1,095.00	1.0000	\$1,095.00	.0000	1.0000	\$0.00	\$0.00	\$1,095.00	100.00	\$0.00
13	Rip Rap	22.000	SY	\$60.00	\$1,320.00	22.0000	\$1,320.00	.0000	22.0000	\$0.00	\$0.00	\$1,320.00	100.00	\$0.00
14	Silt Fence	978.000	LF	\$0.95	\$929.10	978.0000	\$929.10	.0000	978.0000	\$0.00	\$0.00	\$929.10	100.00	\$0.00
15	Finish Grading Seed and Straw	.520	AC	\$3,250.00	\$1,690.00	.5200	\$1,690.00	.0000	.5200	\$0.00	\$0.00	\$1,690.00	100.00	\$0.00
16	Material Testing -Allowance	1.000	LSQ	\$4,000.00	\$4,000.00	1.0000	\$4,000.00	.0000	1.0000	\$0.00	\$0.00	\$4,000.00	100.00	\$0.00
17	CO1 Removal of Unsuitable and Replacement with Shot Rock	1.000	LSQ	\$2,928.75	\$2,928.75	1.0000	\$2,928.75	.0000	1.0000	\$0.00	\$0.00	\$2,928.75	100.00	\$0.00
REPORT TOTALS											\$134,394.85	\$134,394.85		\$0.00
											\$0.00	\$0.00		\$0.00

ACCOUNTS PAYABLE
JUNE INVOICES
JULY 21, 2020

VENDOR	INV. DESCRIPTION		LEG/ADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
ABCO EXTERMINATING	PEST CONTROL	\$ 160.00					\$ 50.00					\$ 129.90	\$ 50.00	\$ 50.00
ALL-PRO SUPPLY	JANITORIAL SUPPLIES	\$ 604.83							\$ 349.72			\$ 129.90	\$ 50.00	\$ 125.31
AMERICOM	PHOTOCOPIES	\$ 30.14		\$ 30.14										
ARAMARK UNIFORM CO	UNIFORM RENTAL	\$ 486.60					\$ 216.74					\$ 4046.93	\$ 134.37	\$ 134.49
ARCHTECH	COMPUTERS/CABLES	\$ 4,046.93												
BROADWAY FORD	VEHICLE MAINTENANCE	\$ 169.67					\$ 169.67							
C & C LAWN & LANDSCAPING	GRASS CUTTING	\$ 7,845.00					\$ 16.54		\$ 5,270.00		\$ 1,980.00	\$ 475.00	\$ 120.00	
CEEKAY SUPPLY	CYLINDER RENTAL/ARGON	\$ 32.69					\$ 14,764.24						\$ 16.15	
COCHRAN	DENTON RD BRIDGE REPLACEMENT	\$ 14,764.24					\$ 14,764.24							
COGENT	LIFT STATION MAINTENANCE	\$ 2,394.80												\$ 2,394.80
CORE & MAIN	GEN SUPPLIES/PARK MAINTENANCE	\$ 383.76							\$ 358.00				\$ 35.76	
CURTIS HEINZ GARRETT	JUNE CITY ATTORNEY FEES	\$ 10,799.89	\$ 10,247.89											
DA-COM	PHOTOCOPIES	\$ 210.08												\$ 552.00
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	\$ 72.45				\$ 25.95	\$ 42.60	\$ 19.84		\$ 19.84		\$ 42.60	\$ 42.60	\$ 42.60
EASTLAKE CLEANING SERVICE	JANITORIAL SERVICES	\$ 780.00						\$ 12.00	\$ 14.50			\$ 780.00	\$ 20.00	
EASTERN MO CONCRETE	CONCRETE	\$ 1,184.75					\$ 1,184.75							
EMERGENCY LAWN CARE	WEED ABATEMENT	\$ 715.00						\$ 715.00						
FLORISSANT PSYCHOLOGICAL	PRE-EMPLOYMENT SCREENING	\$ 300.00		\$ 300.00										
FRANKLN CNTY CONCRETE	CONCRETE	\$ 544.50					\$ 544.50							
GALLAGHER MECHANICAL	SERVICE CALL - POOL	\$ 362.80							\$ 362.80					
GALLS	GAS MASK	\$ 1,787.40		\$ 1,787.40										
GENERAL CODE	CODE BOOK SUPPLEMENT	\$ 1,099.70										\$ 1,099.70		
GLUDEHAUS COMFORT SYS	SERVICE CALL - WELL #1	\$ 441.13											\$ 441.13	
GRAINGER	EQUIPMENT MAINTENANCE	\$ 241.62					\$ 241.62							
GUNTER SALT	SALT	\$ 1,750.11											\$ 1,750.11	
GULF STATES DISTRIBUTION	AMMUNITION	\$ 1,013.40		\$ 1,013.40										
HAWKINS	WATER TREATMENT	\$ 307.00											\$ 307.00	
HELFRICH HOTZ BRANDT	JUNE PROSECUTORIAL FEES	\$ 1,630.50			\$ 1,630.50									
HILLSBORO TITLE CO	TITLE SEARCH	\$ 300.00						\$ 300.00						
HOME SERVICE OIL CO	FUEL	\$ 623.55					\$ 358.57						\$ 132.48	\$ 132.49
JOHN DEERE FINANCIAL	MISCELLANEOUS SUPPLIES	\$ 1,798.12				\$ 10.03	\$ 1,618.57		\$ 119.97				\$ 49.55	
LEON UNIFORM CO	UNIFORMS	\$ 633.72		\$ 633.72								\$ 197.90	\$ 197.91	\$ 197.91
MARCO	SHRED BINS/PHOTOCOPIES	\$ 99.00		\$ 40.00								\$ 49.50	\$ 9.80	\$ 9.90
MISSOURI ONE CALL	POSTAGE METER SUPPLIES	\$ 287.50		\$ 9.90	\$ 9.90		\$ 95.84	\$ 9.90				\$ 95.83	\$ 95.83	\$ 95.83
MO STATE HWY PATROL	CRIMINAL RECORD SEARCH	\$ 40.00		\$ 40.00										
MOTION ORTHOPAEDICS	PRE-EMPLOYMENT SCREENING	\$ 282.00		\$ 282.00										
N B WEST CONTRACTING	ASPHALT	\$ 746.95					\$ 746.95							
OFFICE EMPORIUM	OFFICE SUPPLIES	\$ 578.69	\$ 115.12		\$ 12.72			\$ 12.71			\$ 192.27	\$ 122.93	\$ 122.94	\$ 122.94
OREILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 314.89					\$ 248.59					\$ 33.15	\$ 33.15	\$ 33.15
PACIFIC ANIMAL HOSPITAL	K-9 CARE	\$ 74.39		\$ 74.39										
PACIFIC FEED & SUPPLY	SEED/STRAW	\$ 182.00											\$ 102.00	
PACIFIC LUMBER CO	MISCELLANEOUS SUPPLIES	\$ 364.39					\$ 131.99		\$ 216.92		\$ 15.48			
PARTSMASTER	TOOLS/SANITIZER	\$ 159.72					\$ 23.17		\$ 90.19		\$ 23.18	\$ 23.18	\$ 23.18	\$ 23.18
PLANNING DESIGN STUDIO	PARKS & REC MASTER PLAN	\$ 5,474.76						\$ 5,474.76						
PRINTERS & MORE	EQUIPMENT MAINTENANCE	\$ 77.50										\$ 77.50		
PURCELL TIRE CO	TIRES	\$ 945.16					\$ 315.06					\$ 315.05	\$ 315.05	\$ 315.05
PURITAN SPRINGS	PRISONER WAITER	\$ 37.91		\$ 37.91										
RED BUD SUPPLY INC	ROLL-UP SIGN	\$ 217.92												
REJIS	IMDS PLUS/INTERNET ACCESS	\$ 744.37			\$ 684.52		\$ 217.92					\$ 59.85		
RIVERSTONE QUARRY	ROCK	\$ 1,404.06					\$ 1,404.06							
ROCK SOLID LANDSCAPING	TOP SOIL	\$ 100.00					\$ 100.00							
SSM HEALTH	PRE-EMPLOYMENT SCREENING	\$ 140.00		\$ 140.00										
SCHULTE SUPPLY	MISCELLANEOUS SUPPLIES	\$ 10,810.12											\$ 10,610.12	
SHEET METAL CONTRACTORS	BUILDING MAINTENANCE	\$ 699.00										\$ 699.00		

City Clerk Highlights

July 7-17, 2020

Balance Collectors Account for June

Balance transfers for June

Post journal entries for May final report

Board meeting, process paperwork and do minutes

Beautification Committee meeting and minutes

Title work at the License Office

Balance 18 other bank statements/accounts

Coordinating with auditors time frames for fiscal year 6-30-20 audit

Staff meeting

Quarterly Safety Meeting

Staff is using vacation time/covering other offices etc.

Ribbon Cutting – Ignite Nutrition

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety

STATE OF MISSOURI

James Remillard
Acting Director

STATE EMERGENCY MANAGEMENT AGENCY



DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9234 Fax: (573) 526-9272
E-mail: mosema@sema.dps.mo.gov



7-10-20

Steve Roth
City of Pacific
300 Hoven Drive
Pacific, MO 63069

RE: FEMA-4250-DR-MO
PA ID #071-55910-00

Dear Mr. Roth:

Enclosed is State of Missouri check (EFT) number 7092000624 in the amount of \$147,850.35 payable to Pacific.

Because of the level of Federal assistance, based on volunteer labor and donated equipment/material, there will be a reduced state share payment associated with your projects. A portion of the "Out of pocket expensed were covered by the Federal share.

This check is the final payment for eligible costs associated with all projects for your jurisdiction.

You are reminded that complete records and cost documents must be maintained for at least 3 years from the date the last project was completed or receipt of final payment, whichever is later. If your jurisdiction expends \$750,000 or more in total federal financial assistance in a single fiscal year, copy of your single audit must be submitted to the State Emergency Management Agency (SEMA) as required by the single Audit Act of 1984. You are also reminded that all projects are subject to State and Federal audit reviews.

If you have questions concerning determination of payment for State share, call the Public Assistance Section at 573/526-9108.

Sincerely,


Ronald C. Broxton, Manager
Recovery Division

RCB:nd
Enclosure



A Nationally
Accredited
Agency



LINKING LOCAL COMMUNITIES
STRENGTHENING LOCAL
GOVERNMENT

BOARD OF DIRECTORS

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Mayor
City of Olivette

Vice President
Terry Briggs
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City of Bridgeton

Finance Chairman
Darlene Bell
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City of Moline Acres

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City of Manchester

Scott Douglass
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Mayor
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City of St. Louis

Gerry Welch
Mayor
City of Webster Groves

Terry Wilson
Councilman
City of Jennings

Pat Kelly
Executive Director

League Annual Report for the Year Ended June 30, 2020

Dear Members,

Last year I start the annual report talking about the roller coaster year we had just concluded; 100 Year Celebration, Better Together's initiative petition, withdrawal of the petition and the resignation of County Executive Steve Stanger. The ups and downs of last year seem like a day in the park compared to the last half of this year.

In May, James Knowles Mayor of Ferguson was sworn in as the 101st President of the League, ironically the first President of the League was the Mayor of Ferguson, J. H. Kinealy.

With the with Better Together plan falling apart, it cleared the way for the League's initiative petition campaign calling for the formation of a Board of Freeholders. Having started the initiative petition and collection of signatures in February, by mid-summer we were nearing the required number of signatures in both St. Louis City and County. The goal of the Board of Freeholders was to use the constitutionally authorized process to review the governmental structure of St. Louis City and County in an open, transparent, and public forum. Most importantly, the Board of Freeholders process would ensure that any suggested changes would have to be approved by a majority vote of residents in both the city and county. The petitions were submitted, and signatures certified in September. Unfortunately, as of today, the City of St. Louis has failed to fulfill their Constitutional duty to appoint their 9 members to the board. The League's Executive Board has been patient, trying to work with the city and their political factions in the hopes the Board of Aldermen would do the right thing and approve the Mayor's appointments.

As we moved into 2020, the Executive Board was becoming concerned and frustrated with St. Louis City's lack of action and were reviewing their options, including litigation to force the City to make their appointments. Everything came to a screeching halt when the COVID-19 pandemic hit the United States and in March when County Executive Page issued a Stay-at-Home Order.

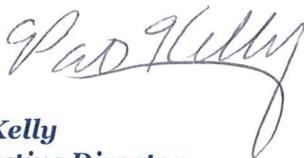
The State Legislature officially went on Spring Break on March 23 and did not return until April 27, leaving only 3 weeks to finalize the state budget and other legislation including Wayfair, video franchises fees and extension of the Small Cell legislation sunset. Ultimately, a budget was passed as well as an extension of the Small Cell legislation. The Wayfair legislation became part of an omnibus bill that the legislature failed to act on. The Governor had indicated that he will call a special session to address Wayfair. It was anticipated this could happen in September during the scheduled veto session. That became less likely this week when the Governor called a special session for July 27 to address violent crime.

The impact of the COVID-19 pandemic on the world and local economy is still yet to be determined. Some cities have reported loss in sales tax revenues as high as 50%. We continue to work with St. Louis County to distribute \$47M the County has set aside for municipal public safety expenses. The Federal Government is considering legislation that distribute needed funds directly to local municipalities to help minimize the lost revenues. To help our members through these unprecedented times, the Executive Board approved a 10% dues reduction for this year.

Limitations on social gathering and social distancing regulations forced the League to cancel our annual installation dinner in May which would have include an address by Governor Parson - the first time a Governor would have addressed the League. The May meeting was held via ZOOM to approve and swear in the officers and new board members: President Ruth Springer Mayor of Olivette, Vice-President Terry Briggs Mayor of Bridgeton, Finance Chair Darlene Bell Alderman City of Moline Acres, Mark Becker Mayor of Des Peres, Mike Clement Mayor of Manchester, Terry Wilson Alderman City of Jennings, Tim Lowery Mayor of Florissant and County Councilman Mark Harder. We are hoping that by September we will be able schedule an in-person membership meeting and properly recognize and thank outgoing President James Knowles and retired Board members Edward Mahan Mayor of Rock Hill and former Councilman Tim Woerther of Wildwood.

If Steve or I can be of assistance or you have any question, please contact the League office.

Sincerely,



Pat Kelly
Executive Director
Municipal League of Metro STL
11911 Dorsett Road
Maryland Heights, Mo 63043
Cell: 314-252-1800
Office: 314-726-4747

PKelly@stlmuni.org

www.stlmuni.org

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Legislative Recap

The Second Regular Session of the 100th Missouri General Assembly adjourned on Friday, May 15th. This legislative session began with lofty goals for the Republican super majority on priorities such as repealing the voter-approved changes to legislative redistricting, decreasing gun violence, creating revenue for repairs to roads and bridges, tort reform, allowing college athletes to get paid, regulating video lottery machines, and expanding charter schools. Then the Coronavirus hit Missouri and changed everything.

The House and Senate both took extended recesses (six weeks) to navigate the unprecedented situation and determine a path to reconvene and complete the legislative session. With only three weeks remaining in the regular session, the Missouri General Assembly returned to Jefferson City. At first, the plan was to simply approve a balanced state operating budget by the constitutional deadline (May 8th) and pass a few COVID-19 related pieces of legislation. That plan changed and legislators realized they might as well pick up where they left off since they were already in the Capitol. At that point, they began creating omnibus bills that, in many cases, were well over a hundred pages in length and dealt with a variety of topics within the same bill.

The chaos surrounding the creation of omnibus bills happened while the public and governmental consultants were encouraged to participate online and by telecommunications. This made for a very unusual and challenging end to the legislative session.

General Session Information

There were 2,267 bills and resolutions filed during the 2020 legislative session with 50 of them being “truly agreed to and finally passed” (TAFP). The specific breakdown includes 18 budget bills, 16 House Bills, 13 Senate Bills, two Senate Concurrent Resolutions, and one Senate Joint Resolution. This means that the Legislature passed 2.2% of the bills and resolutions filed this year.

What Passed

- Tort Reform (SB 591) – Restricts the possibilities of plaintiffs receiving punitive damages in civil lawsuits and limits the use of the Missouri Merchandising Practices Act. SIGNED BY GOVERNOR
- Cleaner Missouri (SJR 38) – A Republican-backed Constitutional amendment that will ask voters this fall to decide whether they want to go back to a bipartisan commission that has drawn Missouri’s legislative district maps, ban lobbyist gifts, and lower campaign contributions. ON NOVEMBER BALLOT
- Communications (HB 1768) – Dealing with broadband expansion, telecommunications companies, and neighborhood improvement districts. This bill also extends the sunset on the Small Cell Deployment Act to 2025. SIGNED BY GOVERNOR
- COVID-19 Testing Expenses (HB 1682) – Use federal funds to pay for COVID-19 testing expenses not covered by Missouri residents’ health insurance. SIGNED BY GOVERNOR
- Remote Notarization (HB 1655) – Updates the notary laws to allow for the remote notarization of documents without the need to appear in person before a notary public. SIGNED BY GOVERNOR
- Longer Sentences for Gun Crimes (SB 600) – Eliminates probation or parole for repeat felons and anyone using a weapon in a “dangerous felony” and includes creating the offense of vehicle hijacking. SIGNED BY GOVERNOR
- Elections (SB 631) – Contains a variety of election provisions including mail-in ballots. This bill will allow any registered voter to cast a mail-in ballot during the November 2020 election in order to avoid the risk of contracting or transmitting COVID-19. SIGNED BY GOVERNOR

Vetoed Legislation

- Political Subdivisions (HB 1854) – Political subdivisions who currently have excessive fines for failing to file their financial reports with the state can get a downward adjustment to any outstanding penalty. This is another omnibus bill that contains a number of provisions relating to taxation, use of public funds in elections, revised use tax ballot language for local governments, the MO Local Government Expenditure Database, the MO Works Program, CID and TDD reforms, several issues relating to counties, coroners, et al. VETOED BY GOVERNOR

What Failed

- PDMP (HB 1693) – Missouri remains the only state in the union to not have a prescription drug monitoring program.
- Wayfair (HB 1700) – The legislature was unable to come to an agreement on how to capture the use taxes collected on internet purchases because some lawmakers want offsets like an income tax reduction. Other controversial issues were attached to the bill that made it impossible to pass at a time when state and local governments could certainly use the money.
- Video Franchise Fees (SB 526) – Would have significantly reduced the franchise fees cable television companies pay to local governments for use of the public's right of way.
- VLTs/Sports Book Gaming (HB 2088, SB 566) – Would have established the Missouri Video Lottery Control Act which would have made certain games illegal. The bills also sought to legalize sports betting in MO.
- Guns in Schools (HB 1961) – Would require school districts to use volunteers as school protection officers and require them to carry concealed firearms.
- Missouri Non-discrimination Act (MONA) (HB 1527) – Would prohibit the discrimination in Missouri based on sexual orientation and gender identity.
- St. Louis Police Residency (HB 1604) – Would remove the requirement that the police officer live in the city of St. Louis.
- Testing for Medical Marijuana (SB 610) – Would have allowed employers to test employees for medical marijuana.
- Tax Increment Financing (TIF) Reform (SB 570) – This bill would have limited the use of TIF for retail developments, and prohibited it in greenfields and floodplains unless the floodplain is located within a port district or a levee drainage district created prior to the enactment of the bill. The prohibition on the use of TIF in a floodplain would not have applied to Jackson, Clay, and Platte Counties or the Cities of Springfield and St. Joseph. St. Charles County would have explicitly been prohibited from use TIF in a floodplain anywhere in the county.