

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Friday, September 11, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

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

THIS MEETING WILL BE HELD AT CITY HALL

**TUESDAY, SEPTEMBER 15, 2020
7:00 P.M.**

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 September 1, 2020
7. Public Participation
8. Mayor Report
9. New Bills
 - a. Bill No. 5043 An Ordinance revising the Personnel Manual for the City of Pacific with regard to salary increases for longevity
10. Consideration of Bills Previously Introduced
 - a. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12.0-4-003-238-000) 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. (*2nd reading*) (*Sponsor: Nemeth*)(*Tabled 9-1-20*)
 - b. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12.0-4-004-149.000) 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. (2nd reading) (Sponsor: Rahn)(Tabled 9-1-20)

- c. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 422 South Third Street (Franklin County Parcel ID 19-1-12.0-4-003-228.000) 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. (2nd reading) (Sponsor: Rahn)(Tabled 9-1-20)
 - d. Bill No. 5042 An Ordinance Providing for the approval of a Final Plat of Resubdivision of Lot 1 Engelhart Industrial Park, a tract of land zoned "M-1" Light Industrial located at or about 1000 Integram Drive Franklin County Parcel ID# 19-2-10.0-0-039-019.100 in the City of Pacific (2nd reading)(Sponsor: Adams)
11. New Business
- a. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision. (Tabled from 8-18-20)(Tabled 9-1-20)
12. City Administrator Report
- a. Budget Report
 - b. Live streaming proposals
13. Director of Community Development Report
14. Public Works Commissioner Report
15. City Attorney Report
- a. Street acceptance, Forest Glen Subdivision
 - b. Street acceptance, Westlake Village Subdivision
16. Acting Police Chief report
17. Miscellaneous
- a. Approve the list of bills.
 - b. Approve Hogan Stormwater Pay Application #2 in the amount of \$84,765.84.
 - c. Approve Special Event permit, Kaleidoscope Consignment Farmer's Market, September 20, 2020
 - d. Approve payment to BNY Mellon in the amount of \$750.00 for the Administration Fee, City Hall and Public Facilities Improvement Project
18. 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

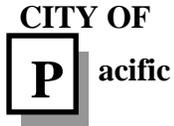
19. Closed session RSMO 610.021(2)

- a. Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

20. Return to Open Session

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.



September 1 , 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 7:05 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

A quorum was present.

Also present: Administrator Roth
Attorney Jones
Captain Locke
PW Commissioner Brueggemann
Collector Kelley
Deputy City Clerk Hayden

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Pastor Greg Sitton offered prayer this evening.

Approve Agenda

Motion made by Alderman Nemeth asking to add Item C Red Cedar under City Administrator Report. Seconded by Alderman Adams. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Administrator Roth stated that on the dais is a special event permit that came in today from Walsh Real Estate Team. He would like this placed under Miscellaneous as Item D. Motion made by Alderman Nemeth, seconded by Alderman Adams to place this under Miscellaneous as Item D. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Motion made by Alderman Adams, seconded by Alderman Rahn to approved the amended agenda. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Minutes

- A. Regular meeting on August 18, 2020.

Motion made by Alderman Adams, seconded by Alderman Frick to approve the minutes of the regular meeting on August 18, 2020. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Public Participation

- a. Route 66 Association proposal – Mayor Myers stated we have asked the City Attorney to draft this proposal. Attorney Jones stated that the change he made was to provide temporary possession of the sign rather than a transfer of ownership. He feels that the City should remain owners of the sign at all times. Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve the revised Route 66 Association proposal. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.
- b. Officer Kelly and Sergeant Backues recognition – Captain Locke stated on August 8, 2020 Officer Kelley and Sergeant Backues responded to a call for a subject at the railroad tracks walking too close to the tracks. Upon their arrival, they found a 16 year old male too close to the tracks. Due to their interaction with him, the subject moved back. They were out there a long time with this male, humanizing the situation. Later on Captain Locke received an email stating that the interaction with this teenager, who has autism and was truly terrified of police, changed this teen’s life. He now refers to them as friends. They are two of the few people that can make contact with this individual and he not be scared due to his special needs. Captain Locke choose to write a letter of appreciation for both Officer Kelly and Sergeant Backues for their great work out on the street. Also present were members of the All Abilities Athletic Family Group stating

that because of the interaction with Jeremy and the officers, the officers are now the face and the voice of the safe person for the City of Pacific.

- c. Approve the appointment of Dennis Oliver to the Meramec Valley Historical Museum and Genealogy Committee – Mayor Myers stated Mr. Oliver is on his way and will appoint him when he arrives.

Mayor Myers stated that we do have speakers tonight in the audience.

Keith Fryer (Clayton Engineering) representing Plaze Manufacturing stated he is here to present a subdivision plat to create a future expansion of this property. Mayor Myers stated we will be discussing this under new bills this evening.

Robert McBride, 14500 S. Outer 40, Town & County, MO stated he is here to answer any questions regarding Bill #5042.

Mark Davis, 119 Phelan St., Pacific, MO thanked everyone for the work on Phelan St. but has a few problems. He called Public Works Com. Brueggemann Friday morning asking how they decide where to put the manholes. Mr. Brueggemann stated they normally put them in a low spot. The problem is they put a manhole in his yard which is a high yard. Feels this will be a problem down the line. Mayor Myers stated they will definitely look into this and thanked Mr. Davis for bringing it to his attention. Mr. Brueggemann explained all the work that has been done so far. Decision was made that Mayor Myers will give him a call tomorrow and set up a time to come out and look. Alderman Adams and Alderman Johnson would also like to be present for the meeting.

Dennis Oliver arrived. Motion made by Alderman Adams, seconded by Alderman Nemeth to accept the appointment of Dennis Oliver to the Meramec Valley Historical Museum and Genealogy Committee. A voice vote was taken with an affirmation result, and Mayor Myers declared the motion carried. Mayor Myers issued the oath of office.

New Bills

- a. Bill No. 5042 An Ordinance Providing for the approval of a Final Plat of Resubdivision of Lot 1 Engelhart Industrial Park, a tract of land zoned "M-1" Light Industrial located at or about 1000 Integram Drive Franklin County Parcel ID# 19-2-10.0-0-039-019.100 in the City of Pacific (1st reading)

Alderman Adams stated he would like to sponsor Bill No. 5042. All in agreement. As posted pursuant to the ordinance, Mayor Myers read Bill No. 5042 by title only for the first reading.

Consideration of Bills Previously Introduced

- a. Bill No. 5036 An Ordinance revising the required qualifications for City Marshal. *(2nd reading) (Sponsor: Nemeth)*

Mayor Myers read Bill No. 5036 for the second reading by title. Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve Bill No. 5036. Roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Nemeth. Nays None. Whereupon Mayor Myers declared the motion carried and **Bill No. 5036 becomes Ordinance No. 3220.**

- b. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12-04-003-238-000) 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. *(2nd reading) (Sponsor: Nemeth)*

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5037 by title only for the second reading. Administrator Roth requested that Bill Nos. 5037, 5038 and 5039 be tabled tonight awaiting an environmental review report to be cleared by Missouri Department of Economic Development. Motion made by Alderman Adams, seconded by Alderman Nemeth to table Bill Nos. 5037, 5038 and 5039. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- c. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12-04-004-149-000) 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. *(2nd reading) (Sponsor: Rahn) (Tabled 9/1/20)*
- d. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 422 South Third Street (Franklin County Parcel ID 19-1-12-04-003-228-000) 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. *(2nd reading) (Sponsor: Rahn) (Tabled 9/1/20)*
- e. Bill No. 5040 An Ordinance amending the Fiscal Year 2020-21 Wage & Salary Schedule for appointed officials and employees of the City of Pacific. *(2nd reading) (Sponsor: Nemeth)*

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5040 by title only for the second reading. Motion made by Alderman Adams, seconded by Alderman Rahn. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Nemeth. Nays: None. Whereupon Mayor Myers declared the motion carried and **Bill No. 5040 becomes Ordinance No. 3224.**

- f. Bill No 5041 An Ordinance approving a petition for voluntary annexation filed by St. Louis Skeet and Trap Club regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 18854 Franklin Road; annexing said property to the City; authorizing other actions in connection with such annexation, and repealing conflicting ordinances. *(2nd reading) (Sponsor: Rahn)*

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5041 by title only for the second reading. Alderman Nemeth asked if this would conflict with any ordinances we have regarding firearm usage. Attorney Jones stated that when the City annex's unincorporated property, the City inherits the zoning and regulations in which the property is located. Motion made by Alderman Adams, seconded by Alderman Nemeth to have the case law be attached to this Bill for future reference. Motion made by Alderman Nemeth, seconded by Alderman Adams to approved Bill No. 5041. A roll vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Nemeth, Alderman Adams. Nays: None. Whereupon Mayor Myers declared the motion carried and **Bill No. 5041 becomes Ordinance No. 3225.**

New Business

a. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision. (Tabled from 8-18-20)

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-40 by title only. Mayor Myers asked for any discussion. Discussion followed. Mayor Myers suggested leaving this on the table until all the information in question is provided. Motion made by Alderman Adams, seconded by Alderman Nemeth to have discussion items on existing subdivisions and new code provisions for future on next City Attorney Report. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

b. Resolution No. 2020-44 A resolution to authorize the Transfer of Funds from the City's Capital Improvements Sales Tax Fund to the City's Parks & Storm Water Fund to pay expenses related to certain Capital Improvements projects in the City of Pacific.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-44 by title only. **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.**

City Administrator Report

a. Voluntary Flood Buyout Program update

Administrator Roth stated we were making great progress on the buyout program, but have hit a snag. There are two sets of funding. One comes from FEMA and the other Missouri Department of Economic Development. CBG was awarded after the initial FEMA award and has its own set of requirements which would be an environmental review. The environmental review is not complete and CBG has required us to stop or pause until we get the environmental done. This will be published in the Missourian tomorrow and is going to be a public hearing. This will cause about a 2 week delay.

b. Budget Report

Administrator Roth stated he did not have a detailed budget report for them today. The City Clerk has been out of the office for the past several days. We did get a very good gross receipts payment recently that was a good sign. In general, we really feel like our budget is kind of silicified if you will. We were very concerned with the May/June timeframe in particular. The numbers are actually looking pretty good. We feel a little bit more confident. It is still a period of great uncertainty, but is looking like we are in a pretty decent spot. We would not want to lift any type of hiring freeze and we are not spending any money that is not budgeted of course.

c. Red Cedar

We did enter into a contract with Patterhn Ives. They started on the design. The total contract cost is \$174,000. It was divided in 10 equal installments which is how we are going to be billed. We were billed for one month and that is when COVID hit and we put that project on hold. So we are under contract and the contract is still there. From a budget stand point, even though we feel better about the budget, putting \$17,000 in the General Fund with the budget right now would be tough. Alderman Nemeth stated that what we want to do first to help out is set an Administrative Committee meeting that Alderman Adams, Alderman Stotler, himself, City Clerk Barfield, Administrator Roth along with Patterhn Ives. How can we figure out how to get this done. To discuss the options at how to come up with the funds. Wants to set up this meeting on September 9 or 10. Administrator Roth to get back to them. Alderman Adams wanted to stress that the Administrative Committee is a recommending committee giving recommendations to the Mayor and the full Board. We will be looking at options. A working relationship between the committee, the Mayor and the Mayor's staff. Mayor Myers stated they had a great interaction about the City moving forward. He has been in talks with Bill Hart, President of Missouri Historical Preservation Society which is on a state wide level. When something historical becomes threatened, they step in and try and save it through grants, corporate sponsorships, etc. They have had a huge success record. Bill Hart is very experienced in grant writing. If we are looking for a new grant writer, this would be his recommendation.

Alderman Johnson suggested that Bryan Kopp also be at the Administration meeting. Discussion followed on different ideas. Motion made by Alderman Adams, seconded by Alderman Nemeth to find funding for Red Cedar and to conclude with the operations of Red Cedar that this be forwarded to the Administrative Committee. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Director of Community Development Report

Director Kopp stated since the last meeting they have had 27 permit applications, 17 residential occupancy, 1 commercial occupancy. Have had 65 inspections and 15 planned reviews conducted. Code Enforcement issued 27 citations. Inspector Waggoner responded to a house fire on August 25. No people injured and that structure has been tagged appropriately. Director Kopp and Officer Watson attended a free training seminar. Inspector Waggoner will attend the same tomorrow. It covers fire locking and commercial buildings. We are continuing to train up Officer Watson. We have been able to train him on occupancy inspections, which has expanded our operating capabilities. This was a great free opportunity for him to get some exposure to commercial buildings and fire blocking aspects and just some terminology about commercial construction.

Staff met with four different contractors to get bids for social media broadcasting cameras in the Council Chambers. Currently waiting on bids.

The HVAC contractor SMCI spent several days diagnosing why two occupied offices would not receive cooled air. It was determined that there were no leaks, the system was recharged, a few diffusers were removed and this has helped. Also discovered that one fan coil unit has an inoperable motor. The bid to replace is \$909. The RTU 2 has not been working and was turned off. This unit supplies fresh air into city hall. RTU 2 has a bad compressor, one bad condenser fan motor, the coil needs to be cleaned and it needs new filters. We have received a bid from SMCI for an HVAC Annual Maintenance Plan that is included in the packets. Director Kopp recommends the 12 month plan at \$7,900 to see how things go. The Board questioned why this was never maintained properly. Administrator Roth explained. We have used a different vendor in the past that was non-responsive. With staff turnover from years ago, there was really no one in the building who had the proper knowledge of how the system worked and how it should be maintained. He has had conversations with a couple of firms trying to get maintenance agreements. Sheet Metal Contractors out of DeSoto is the one who answered the call and was very responsive. Several months ago he had asked them for a maintenance agreement, and Sheet Metal Contractors said they are not there yet because there is more work to be done with the existing equipment we have. Question was asked about having this done locally. Administrator Roth does not know if the local vendors are certified for the system we have. **Motion made by Alderman Adams, seconded by Alderman Nemeth to move forward with this with the Board authorizing an agreement after doing the research to see if this can be done locally and if it can't, will enter into this agreement. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Director Kopp stated there are 4 missing screen windows at City Hall and are scheduled to be replaced September 9. New key blanks have been ordered and received. Will determine what keys to have cut for City Hall and PD doors.

Public Works Commissioner Report

Commissioner Brueggemann stated there is a concern that came into him regarding the October 3 ceremony at Adams's Garden. They are wanting an additional porta potty and a hand washing station. Motion made by Alderman Adams, seconded by Alderman Rahn to rent an additional handicapped porta potty and a hand washing station for the October 3, 2020 event at Adam's Garden. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

All the pipes and inlets are installed Hogan subdivision Phase I. The surveyor will be out next Wednesday and start surveying for the curbs. Payne Street and Lamar repairs will be starting tomorrow. They are about 2-3 weeks out for the overlays. Lamar and Payne should be done about the same time. Administrator Roth stated he just issued a notice to proceed with the contractor who is Echelon Paving which they pave the entire street at one time. The plan is to start early in the morning on Lamar starting at the southern end of the street at Rose Lane and will be shut down for 2-4 hours. Same thing with Payne. All the residents will be notified. He will inform the Board of what the exact plan is and the actual dates. The work that needs to be done on Congress will have to be done one lane at a time.

City Attorney Report

No report.

Police Department

Captain Locke stated that last month the Police Department conducted 162 traffic stops, arrested 52 individuals and made 280 new police reports. He wanted everyone to know that some of the helmet laws in Missouri have changed and that is why you may have seen some riding without helmets. Captain Locke wants to invite each of the Board members to the MIRMA specialized training for law enforcement on 9/22 and 9/23. You will be in and out most of the day. We will take calls from MIRMA simulating different scenarios.

Miscellaneous

- a. Approve Pay Application # 1 in the amount of \$75,411.00 for WWTF Blower installation, TGB Inc.

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.

- b. Approve Change Order #2 in the amount of \$11,463.30 for Wastewater CIPP project Cedars and Hawthorne Subdivisions, Insituform Technologies.

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

- c. Approve Pay Application #2 (FINAL) in the amount of \$67,196.82 for Wastewater CIPP project Cedars and Hawthorne Subdivisions, Insituform Technologies.

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

- d. Approve Special Events Permit Application for Walsh Real Estate Team Corn Hole Tournament. A benefit for Truman Elementary on September 26, 2020 at 2 p.m.

Motion made by Alderman Nemeth, second by Alderman Frick to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Administrator Roth asked the Board to waive the application fee for this event. Motion made by Alderman Adams, seconded by Alderman Rahn to waive the fee. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Reports of City officials

Alderman Nemeth – the amount of UTV's and golf carts around down is starting to pick up which is very exciting. He thanked the Board for getting this passed for the citizens.

Alderman Adams – stated he had a complaint on South 5th Street by the PYA ball park that the new sign is not being enforced. Mayor Myers assured him it is being worked on and will get back to that person. Captain Locke will get some recommendations before the next Board meeting.

Alderman Rahn – No Report.

Alderman Frick – stated he has a letter of complaint about the lack of no parking signs on the upper section of W. Bellevue. Captain Locke will look into the past traffic study conducted to determine what the next step will be.

Alderman Johnson – No report but wanted to know the status of the swimming pool. Mayor Myers stated it will be closed after Labor Day.

Alderman Stotler – absent this evening but asked Mayor Myers to speak for him. A citizen from

the Cedars is wanting to know if there could be archery, to some extent, approved for the practicing of deer hunting in the subdivision. There was discussion. Do not feel it is safe for the subdivision but would consider possibly putting an archery range somewhere through in the parks master plan down the road.

Collector Kelley – Asked Commissioner Brueggemann if there was going to be work done on Phelan Street. He stated yes, curb and gutter.

Asked Attorney Jones what we have worked out with Public Water District #3 for she still shows that bill outstanding. Attorney Jones stated he has never received the final.

On the subject of weed abatements, Collector Kelley feels this needs to be talked about at a committee level to possibly put these back into the court system. She stated there are 32 of them, with 20 of the 32 being repeat offenders. This way it could be taken out of the special tax. Motion made by Alderman Adams, seconded by Alderman Nemeth to send this matter to the Administrative Committee to take out of special tax and put back into court system for collection to be set by the Chairperson for a later discussion. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Adjournment

There being no further business, motion by Alderman Nemeth, seconded by Alderman Frick to adjourn. A voice vote was taken with an affirmative result. The meeting adjourned at 9:25 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

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

September 11, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 9-15-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the September 15 meeting.

1. Bill 5043, Increase in longevity pay. This bill amends the Personnel Manual to increase the “longevity pay” award from \$300 annually to \$500. This bill follows recent action by the Board of Aldermen relating to longevity pay for an employee who recently reached 20 years of service. The bill makes the award subject to Board of Aldermen approval, as it has been in the past. The longevity pay award is given at the employee’s 10, 20 and 25-year anniversaries. This also is unchanged from the current provision.

2. Bills 5037-5038-5039. These bills provide for the acquisition of three properties in the voluntary Flood Buyout Program. These bills were tabled at staff’s request, while we awaited further guidance on the CDBG funding piece of the program. That issue appears to have been resolved and we would request moving forward on these bills at this meeting. At this point we expect CDBG funding to be authorized no later than October 5; copies of notices related to this are included in the Board packet. Assuming Board approval, we would prepare contracts for these three properties but wait until further authorization from the state before actually tendering contracts to the sellers.

3. Bill 5042, Resubdivision Lot 1 Engelhart Industrial Park. This bill was given a first reading Sept. 1 and is scheduled for a second and final reading here. I have not heard any public comment on this proposal since it first went to Planning and Zoning August 25. As noted in previous reports, this bill accepts a resubdivision of a parcel on the PLZ Aerospace property that is currently occupied by an approximate 160,000 sf building. The proposal divides the existing lot into two parcels to accommodate a future building expansion. Lot 1 would include the existing building, with Lot 2 being part of the area of the building expansion. The City Attorney assisted with the review of this proposal and has given his approval. The proposal includes the Final Plat exhibit along with an accompanying easement agreement, which provides for required ingress / egress and utility accesses to both lots. Staff would respectfully request approval.

4. Resolution 2020-40 Bend Ridge Estates street acceptance. This Resolution was tabled at the August 18 and September 1 meetings and remains on the agenda for further discussion at this meeting. The City Attorney has proposed retaining five percent of the initial performance guarantee essentially as a maintenance bond to secure maintenance of the street improvements., and it’s my understanding the developer has generally agreed to this. The City Attorney can advise further on this at the meeting.

The Forest Glen and Westlake Village issues are listed separately under the City Attorney report. Please note that I’ve included certain items in the Board packet as provided by Alderman Frick and Alderman Adams. (I would have sent these earlier but our scanner has been down for several days.) I’ve also

researched further internally and have forwarded certain City of Pacific ordinances and agreements to Mr. Jones for review.

Please note I did find a reference to the “90 percent rule” in the original security deposit agreement for Westlake Village. However the provision in my opinion is somewhat unclear, especially as to how the releases would be handled. We did not find any further references to the 90-percent rule in the City’s ordinances or codes. The Forest Glen subdivision ordinance did not include this rule, and the security agreement was not in the file.

My suggestion for Forest Glen is to have the Public Works Commissioner do a full inspection of the streets and other public improvements, and bring such report to the Board. If defects are found this could be addressed with the developer to hopefully find a resolution. We are not holding any funds on this subdivision.

With respect to Westlake Village, I would defer to the City Attorney but in my opinion this requires more research before taking any further action. This file is much larger and more complicated than Forest Glen, and the subdivision remains under construction. We do have some funds remaining in this subdivision, which could potentially be used for maintenance. However again this subject needs further review in my opinion, both from the City Attorney and from staff.

5. Budget report. Our budget picture continues to improve, with a \$107,917 sales tax payment for September (1-cent General Fund). This was our single biggest monthly payment of the calendar year. The half-cent sales taxes each generated roughly \$57K, also the largest payments of the calendar year. The August Ameren gross receipts payment was also very good (\$103,763.03) though was down slightly from the August payments in 2018 and ’19. We are not ready to declare the budget crisis over (of course) but we do feel much more comfortable than in spring or early summer. I can provide further information at the meeting if desired.

6. Live streaming proposals. We have received three proposals to provide a live streaming video solution for the City Hall meeting room. Copies of each are included in the Board packet and are summarized here:

Vendor	Basic scope	Price
Network Communications	Two cameras; switch; monitor; software installation	\$15,343.00
Conference Technologies Inc	Two cameras; microphone audio to synch with cameras; switch; installation	\$13,650.98
Warner	Two cameras; labor; software	\$3,979.00

Please note that these proposals are not “apples to apples” bids, meaning we did not provide a hard written specification but instead relied on the vendors to provide us with the proposal that they felt best met our needs. The Warner Communications quote is by far the lowest, but in our judgment is not as “all-inclusive” as the other two proposals. The Network Communications proposal is certainly responsive and we feel would be a fine solution. However both myself and the Community Development Director are in agreement that the Conference Technologies Inc. (CTI) proposal is the one that best meets our needs at this time. The total CTI cost is more than we initially anticipated spending on this project, but after reviewing in more detail we feel the cost is reasonable and in the range of what the City would

reasonably expect to get a high-quality solution. We are also impressed with CTI's list of references, which includes the Eureka Fire Protection District and the cities of Wentzville and O'Fallon.

Overview / discussion

The CTI solution would be able to be streamed simultaneously to multiple platforms, including Facebook Live, YouTube and others. One camera would be focused on the dais and would have point / tilt / zoom capabilities. The second camera would be focused on the lectern. The system would be operated at the dais either via the MiniPearl switch or through a laptop connected to the switch. The existing meeting room projector would be integrated into the CTI solution, meaning the City could project agendas and other materials seamlessly into the in-person meetings as well as live through the web. The existing audio system would also be synced with the camera video, which should also provide for a high-quality broadcast. The switching equipment would work with any laptop, so any user with a laptop could connect to the switcher and operate the system. Other solutions we looked at didn't have this type of flexibility, and would generally require that a staff person trained on the system be present to operate it. Apart from the ability live-stream our meetings, the CTI proposal also enables us to do video-conferencing in a way we haven't done previously. Zoom of course provides this functionality on some level, but the CTI solution essentially would turn the meeting room into a video-conference center for larger groups, if needed. This is a functionality we likely would use more frequently going forward.

In summary we feel the CTI proposal provides a high-quality solution to our live streaming needs. We do feel there are less expensive options out there, but in our judgment these options would not provide the level of broadcast quality that our citizens would want or expect from a live-streamed meeting. If we want to provide a "window" into our meetings and government options, we would hope to make that "window" as clear as possible, and we feel the CTI solution would do that. Obviously we are not providing a TV broadcast quality level with this solution, but we do feel it would be a broadcast citizens would appreciate and would find useful.

To be clear, this expense was not budgeted and would require a budget amendment at some point. Given the better than anticipated revenue picture currently, we do feel the expense can be accommodated within existing General Fund revenue streams. We also feel it may qualify for reimbursement under the CARES Act. We would respectfully request Board approval of the CTI proposal.

7. Preventive Pavement Maintenance 2020 update. At this point we expect NB Wet to perform the milling and repairs / prep work on Sept. 14, with the overlays planned for Sept. 15. The final schedule has not been worked out as of this writing. We do know that Lamar Parkway will be closed between Rose Lane and Osage for up to four hours during paving; and that Payne will be closed between Congress and Union Street for up to four hours during paving. Lamar traffic will detour via Rose Lane, Western and Osage. Payne St traffic will detour via Congress, Union and Osage. The actual closures to individual residences and businesses during the work should hopefully be closer to two hours. Emergency response traffic (fire, police, ambulance) will have access as needed at all times. We have been advised that NB West has notified those impacted of the closures. I will provide an update to the Board on Monday once the final plan is set. As we have discussed previously, the echelon paving technique (paving both lanes at essentially the same time) does require full closures, but the result is a much better end product. The cooperation of residents, businesses and the public in general is much appreciated.

8. IT program / new phones. Due to a variety of factors we have postponed the "go live" date for the new phone system into early October. Meanwhile the transition from the old servers and networks to the new system has been ongoing, and not without its glitches here and there. However in the big picture our networks have been much improved, and we are much better positioned now to add additional items,

such as the live-streaming capability discussed earlier, or new software programs, etc. With the budget picture improving we do expect to be discussing new building department software and potentially other software upgrades in the coming months.

9. Winchester Building appraisal. We have scheduled a closed session to discuss a Purchase Agreement for this property, which is a required component of the St. Louis County Municipal Parks grant application that was previously approved. The property appraisal was due Sept. 11, though I have not received it as of this writing. Any purchase agreement would be conditioned upon the City receiving the Municipal Parks grant award. I would defer to the City Attorney for the details of the agreement and next steps.

10. Information items.

- **Franklin County 911 invoice.** At this point we do not expect any Board action on this issue. We will advise the Board further as needed.
- **Park Board meeting rescheduled for Sept. 14.** The regular Park Board meeting date is Labor Day, so this meeting has been rescheduled for Sept. 14.
- **No Planning and Zoning Commission meeting Sept. 22.** At this point we do not expect to have a P-Z meeting Sept. 22; we earlier had a development proposal that was targeted for this meeting but we now expect it to be submitted for the Oct. 13 meeting.

Respectfully submitted,



Steve Roth
City Administrator

BILL NO. 5043

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE REVISING THE PERSONNEL MANUAL FOR THE CITY OF PACIFIC WITH REGARD TO SALARY INCREASES FOR LONGEVITY.

WHEREAS, the Personnel Manual for the City of Pacific includes provisions with regard to salary increases for longevity; and

WHEREAS, the Board of Aldermen wishes to revise the Personnel Manual to amend the amount of the longevity increase.

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

Section 1: The last paragraph of Section 141 – Salary Increases titled Longevity shall be removed and replaced with the following:

Longevity:

Employees who have served the City over ten (10) years, twenty (20) years, and twenty-five (25) years shall be recognized for their faithful service in the form of a one-time five hundred dollar (\$500) salary increase on their anniversary date. Appropriation for longevity pay shall be contingent upon the availability of funds for the purpose as so determined by the Mayor and the Board of Aldermen.

Section 2: This Ordinance shall be in full force and effect 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. 5037

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 506 S. FIRST STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-003-238.000) 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, William Hass 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 \$102,000.00 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.: H51793
Abstract No.: 133504

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:

Part of Lots 249 and 250 of the ORIGINAL TOWN OF FRANKLIN (NOW CITY OF PACIFIC), MISSOURI, as per plat thereof recorded in Plat Book A, Page 14 of the Franklin County Recorder's Office, more particularly described as follows: Beginning at a point 50 feet South from the Northwest corner of Lot 249, thence East parallel to Pacific Street for a distance of 100 feet to the East line of Lot 250, thence South along said East line for a distance of 52 feet, thence West parallel to Pacific Street for a distance of 100 feet to the West line of Lot 249, thence North along said West line for a distance of 52 feet to the place of beginning.

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

William Hass

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. General Taxes for the years 2018 and 2019, DELINQUENT.
3. Special Taxes for the City of Pacific.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.
6. NOTICE by the Director of Internal Revenue of Tax Lien against William J. Hass for \$29,383.04 which notice was filed in the Recorder's Office of the County of Franklin as No. 2000567 on January 13, 2020.

Continued on next page

7. Rights of the spouses of David Monroe and Norine Monroe, if any, as of April 13, 2017, the date of Quitclaim Deed recorded as Document 1712284, in which David Monroe and Norine Monroe are the grantors and no marital status is given.

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: William Hass; Result: NO MATCH FOUND

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

Parcel No: 19-1-12.0-4-003-238.000

County Tax Amount for 2019: \$167.58, Delinquent

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

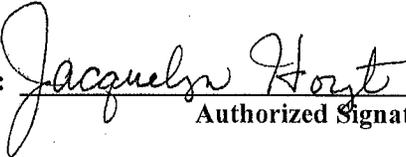
By: 
Authorized Signatory

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. 5038

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 321 EAST ORLEANS STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-149.000) 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, Allenton Foundation 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 \$129,000.00 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.: H51786
Abstract No.: 133497

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 7, Block 35 of INK'S ADDITION TO THE TOWN (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:

Allenton Foundation

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. 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: Allenton Foundation; Results: None found.

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

Parcel No: 19-1-12.0-4-004-149.000

County Tax Amount for 2019: \$0.00, 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

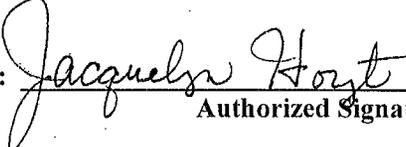
By: 
Authorized Signatory

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. 5039

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 422 SOUTH THIRD STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-003-228.000) 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, George Bright and Cheryl Bright 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 \$17,000.00 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.: H51788
Abstract No.: 68723

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 210 of the ORIGINAL TOWN (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:

George Bright and Cheryl Bright, Husband and 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. 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: George Bright; 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: Cheryl Bright; 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: 19-1-12.0-4-003-228.000

County Tax Amount for 2019: \$216.65, 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

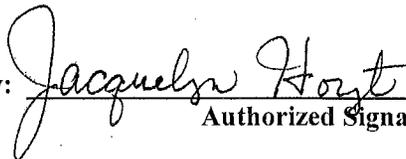
By: 
Authorized Signatory

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. 5042

ORDINANCE NO. _____

SPONSOR ___Adams___

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A FINAL PLAT OF A RESUBDIVISION OF LOT 1 ENGELHART INDUSTRIAL PARK, A TRACT OF LAND ZONED “M-1” LIGHT INDUSTRIAL LOCATED AT OR ABOUT 1000 INTEGRAM DRIVE FRANKLIN COUNTY PARCEL ID# 19-2-10.0-0-039-019.100 IN THE CITY OF PACIFIC

WHEREAS, Clayton Engineering on behalf of property owner Integram Partners, LLC has submitted for review and approval a Final Plat of the Resubdivision of Lot 1 Engelhart Industrial Park, a Minor Subdivision with no proposed public improvements; and,

WHEREAS, the Planning & Zoning Commission at its meeting August 25, 2020 has reviewed the same and has recommended approval thereof; and,

WHEREAS, the City has reviewed the Final Plat in accordance with the Subdivision Ordinance of the City of Pacific and has found it to be in substantial compliance with all applicable requirements and has forwarded said Final Plat to the Board of Aldermen; and,

WHEREAS, the Board of Aldermen of the City of Pacific having considered the request, desires to take action on said Final Plat.

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

Section 1. The Final Plat for the Resubdivision of Lot 1 Engelhart Industrial Park, which is made part hereof and attached hereto as “Exhibit A”, is hereby approved, subject to execution of a Cross Access, Utility, Stormwater and Parking Easement Agreement between Instagram Partners, LLC and West Osage Partners, LLC which incorporates by reference the Public Road Access Agreement with the City of Pacific and Granite REIT America Inc., recorded as Document Number 1506121 in the office of the Recorder of Deeds for Franklin County, Missouri.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Final Plat by affixing their signatures and the official seal of the City of Pacific as required on the said document.

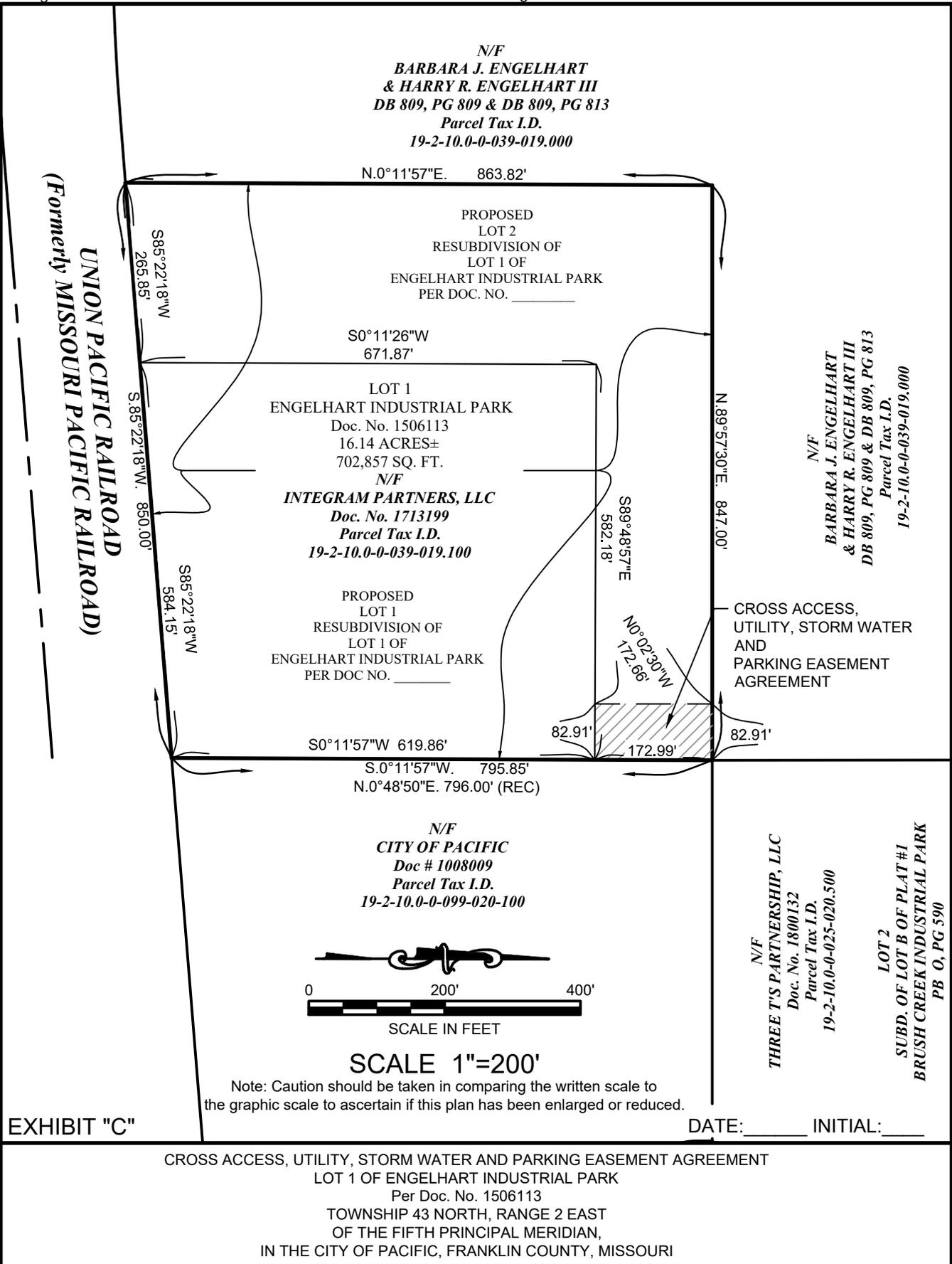
Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

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

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

ATTEST:

City Clerk



Space Above Line for Recorder's Use Only
DOCUMENT COVER SHEET

Title(s) of Document: Cross Access, Utility, Stormwater, and Parking Easement Agreement

Date of Document: _____, 2020

Grantor(s) and Addresses: Integram Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

West Osage Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

Grantee(s) and Addresses: Integram Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

West Osage Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

Legal Description: Exhibit A- Integram Partners, LLC Property
Exhibit B- West Osage Partners, LLC Property
Exhibit C- Easement Area

Reference Book and Page: _____ (Plat)

This instrument upon recordation should be returned to:
Jenkins & Kling, P.C., Attn: Jennifer Beasley
150 N. Meramec Avenue, Suite 400
St. Louis, Missouri 63105

**CROSS ACCESS, UTILITY, STORMWATER, AND PARKING EASEMENT
AGREEMENT**

This **CROSS ACCESS, UTILITY, STORMWATER, AND PARKING EASEMENT AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between Integram Partners, LLC, a Missouri limited liability company (“Integram”) and West Osage Partners, LLC, a Missouri limited liability company (“Osage”).

RECITALS

WITNESSETH:

WHEREAS, Integram is the owner of fee simple title to the property described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Integram Property”); and

WHEREAS, Osage is the owner of fee simple title to the property described on Exhibit “B” attached hereto and incorporated herein by this reference (the “Osage Property”), which Osage Property is adjacent to the Integram Property; and

WHEREAS, the Integram Property and the Osage Property previously were a single parcel and subsequently divided into two (2) parcels pursuant to that certain plat recorded on _____ at Book _____, Page _____; and

WHEREAS, the Integram Property and the Osage Property share certain drives, road access, parking, utilities, stormwater management systems, and other common improvements; and

WHEREAS, the owners of the Integram Property and the Osage Property wish to establish easements for the benefit of both parties for such common drives, road access, parking, utilities, stormwater management systems, and improvements, as set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties acknowledge and agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. Future Development of the Osage Property. The parties acknowledge and agree that the Osage contemplates future construction on the Osage Property on behalf of its current tenant, which is also the current tenant on the Integram Property. The parties currently anticipate that such construction will involve building improvements on the Osage Property that tie into and

connect with building improvements on the Integram Property. At such time as Osage desires to make such future construction, the parties hereby mutually agree to cooperate in good faith to amend this Agreement to provide for easements and maintenance of a common wall between the Osage Property and the Integram Property as may be necessary in light of the planned construction for the benefit of the current tenant of the Integram Property and the Osage Property. Integram further acknowledges and agrees that any interruption in the right to use and enjoy the easements granted in this Agreement due to construction of such improvements on the Osage Property will not constitute a breach of Osage's obligations under this Agreement so long as Osage is diligently pursuing completion of the same.

3. Easements.

a. Permanent Easement over Northeast Corner of the Osage Property. Osage hereby grants to Integram, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Integram Property and all present and future owners of the Integram Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, fire lanes, and utilities (including, without limitation, water mains, water main hookups, fire lines, and electric lines) which may exist from time to time on the portion of the Osage Property depicted as the hachured area noted as the Cross Access and Public Utility Easement on Exhibit "C", attached hereto and incorporated herein by reference, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Integram Property, for the purpose of providing public road and right-of-way access to the Integram Property, and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Integram agrees that its use of the easement granted herein shall not interfere with Osage's use of the Osage Property. Integram shall indemnify, defend and hold harmless Osage and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Integram or Integram's invitees, agents, employees, contractors or licensees.

b. Blanket Easement over Osage Property Subject to Now Existing or Future Improvements. Osage hereby grants to Integram, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Integram Property and all present and future owners of the Integram Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) that may exist from time to time on the Osage Property, subject to any improvements now existing or hereafter constructed on the Osage Property, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Integram Property, for the purpose of providing public road and right-of-way access to the Integram Property, for the purposes of controlling and managing stormwater runoff in a comprehensive manner serving both the Osage Property and the Integram Property, for the purposes of a comprehensive fire control

and management system serving both the Osage Property and the Integram Property and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Integram agrees that its use of the easement granted herein shall not interfere with Osage's use of the Osage Property and, notwithstanding anything to the contrary herein, such easement shall not be deemed to include any area on the Osage Property where Osage, or its successors or assigns, has constructed or from time to time constructs any improvements, including, without limitation, the planned building. Integram shall indemnify, defend and hold harmless Osage and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Integram or Integram's invitees, agents, employees, contractors or licensees.

c. Blanket Easement over Integram Property Subject to Now Existing or Future Improvements. Integram hereby grants to Osage, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Osage Property and all present and future owners of the Osage Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) that may exist from time to time on the Integram Property, subject to any improvements now existing or hereafter constructed on the Integram Property, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Osage Property, for the purpose of providing public road and right-of-way access to the Osage Property, for the purposes of controlling and managing stormwater runoff in a comprehensive manner serving both the Osage Property and the Integram Property, for the purposes of a comprehensive fire control and management system serving both the Osage Property and the Integram Property and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Osage agrees that its use of the easement granted herein shall not interfere with Integram's use of the Integram Property and, notwithstanding anything to the contrary herein, such easement shall not be deemed to include any area on the Integram Property where Integram, or its successors or assigns, has constructed or from time to time constructs any improvements, including, without limitation, the existing building. Osage shall indemnify, defend and hold harmless Integram and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Osage or Osage's invitees, agents, employees, contractors or licensees.

d. Construction. The parties acknowledge and agree that the blanket easements in subsections (b) and (c) above include the right to construct, install, repair, and replace utility lines and services within such blanket easement areas; the parties shall cooperate in good faith to locate such lines and services within mutually acceptable areas that minimize interference with existing or planned improvements and uses of the property. In the event that the construction, reconstruction, or repair of improvements on either property require modifications to, movement of, or expansions or other modifications to any shared driveways, service drives, access drives,

sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) in any easement area (regardless of which property it is located on), the owner of the property that is performing such construction, reconstruction, or repair is occurring shall, at its sole cost and expense, repair and restore such improvements and the other party's property to the same condition as existing prior to the construction and relocate or modify such improvements as closely to the original improvements, both for location, size, and type, as is feasible (such relocation is subject to the consent of the other party if such relocation is on the other party's property). In the event either party is performing construction or other work in connection with the easements granted over the property of the other party or otherwise performing repair or other work on the other party's property as may be required or permitted by this Agreement, at least ten (10) days prior to commencing any work, the party performing such construction shall, at its sole cost and expense: (i) provide the other party with copies of all plans and specifications for all of the contemplated construction; and (ii) furnish to the other party a certificate in form and substance reasonably acceptable to the other party attesting to the existence of commercial general liability insurance naming the other party as an additional insured in an amount reasonably acceptable to the other party with such policy being primary and non-contributory, including a waiver of subrogation in favor of the additional insured, which the party performing construction shall maintain for at least a period of one (1) year after completion of construction. The party performing construction shall also cause the other party to this Agreement to be named as an additional insured on any and all insurance policies of any suppliers or contractors performing work in the event the party performing such construction is named as an additional insured on such policies.

4. Public Road Access Easement. The parties acknowledge and agree that the Osage Property and the Integram Property share access to the public road pursuant to that certain Maintenance, Access, and Utility Easement dated May 1, 2015 and recorded on May 4, 2015 as Document No. 1506121 in the Office of the Recorder of Deeds for Franklin County, Missouri (the "**Public Access Easement**"), which benefits the Integram Property and the Osage Property as the "Grantee Property" under the Public Access Easement. Osage and Integram each hereby acknowledge and agree that the owners of the Osage Property and the Integram Property shall be jointly and severally liable for all obligations of Grantee under the Public Access Easement. In the event that either the owner of the Osage Property or the Integram Property must perform work or pay amounts required pursuant to the Public Access Easement, such party may recover one-half (1/2) of such total costs and expenses from the other party to this Agreement upon providing thirty (30) days' notice and demand to the other party together with copies of all invoices, bills, and receipts evidencing such costs and expenses relating to the grantee obligations under the Public Access Easement; provided, however, that notwithstanding the foregoing or anything to the contrary in this Agreement, if the work or amounts relate to damage caused by one party or its employees, agents, invitees, or licensees or are required pursuant to construction on one party's property, then that party shall be solely responsible for all obligations under the Public Access Easement arising out of such damage. The parties shall provide friendly cooperation to each other in performing obligations under the Public Access Easement and, where practical, obtain the other party's consent prior to performing any required obligations or paying any amounts. In the event

12. Term. The easements created hereby shall be deemed to be covenants running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties claiming by, through or under the parties hereto shall be taken to hold, agree and covenant with the said parties hereto and with their successors and assigns, and with each of them, to conform to and observe the provisions of this Agreement.

13. Amendment. This Agreement may only be amended, modified, extended or terminated by the recording of an appropriate document in the office of the Recorder of Deeds for Franklin County, Missouri, which document must be executed by all of the parties to this Agreement or their respective successors and assigns.

14. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the Recorder of Deeds for Franklin County, Missouri.

15. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

INTEGRAM PARTNERS, LLC

By: _____
Print Name:
Title: Manager

By: _____
Print Name:
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of Integram Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: _____
Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of Integram Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: _____
Notary Public

WEST OSAGE PARTNERS, LLC

By: _____

Print Name:

Title: Manager

By: _____

Print Name:

Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of West Osage Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: _____
Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of West Osage Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: _____
Notary Public

CONSENT AND SUBORDINATION

The undersigned, holder of a certain Deed of Trust and Security Agreement dated _____, 2020 (“Deed of Trust”), recorded in the Office of the Recorder of Deeds for the County of Franklin, Missouri, in Book _____, Page _____, does hereby join in and consent to the execution and recording of the foregoing Party Wall, Cross Access, Utility, and Parking Easement Agreement, including the exhibits thereto (the “Agreement”), and does hereby subordinate the lien of its Deed of Trust so that in the event of foreclosure, the property which is covered by the Deed of Trust shall continue to be subject to the Agreement and to all of the terms, covenants and conditions of said Agreement.

The undersigned is executing this document solely to provide its consent as a lender to the contemplated transaction as required in the Deed of Trust. The relationship between the undersigned and Integram Partners, LLC is that of a borrower and a lender only, and neither party is, nor shall hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Deed of Trust or other loan documents.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination on the _____ day of _____, 2020.

[Insert Signature and Notary Block]

RESOLUTION NO. 2020-40

A RESOLUTION ACCEPTING THE OWNERSHIP AND MAINTENANCE OF PUBLIC ROAD AND STREET IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER OF BEND RIDGE ESTATES SUBDIVISION

WHEREAS, the City of Pacific has previously approved improvement plans for construction of public road and street improvements to serve Bend Ridge Estates Subdivision; and

WHEREAS, the developer has constructed the improvements to the City's specifications, and the City Commissioner of Public Works has accepted said improvements and has recommended for approval the City's acceptance thereof; and

WHEREAS, pursuant to the provisions of City of Pacific Municipal Code Section 410.075, the City desires to accept said improvements;

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

SECTION 1. The public road and street improvements constructed to serve Bend Ridge Estates Subdivision are hereby accepted and approved for maintenance by the City of Pacific.

SECTION 2. Nothing in this Resolution shall be construed as limiting the City's authority to enact certain policies and procedures to protect the public roads and streets from damage during construction of homes in the development.

Adopted by the Board of Aldermen and approved by the Mayor on this 18th day of August, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk



PROPOSAL

City of Pacific

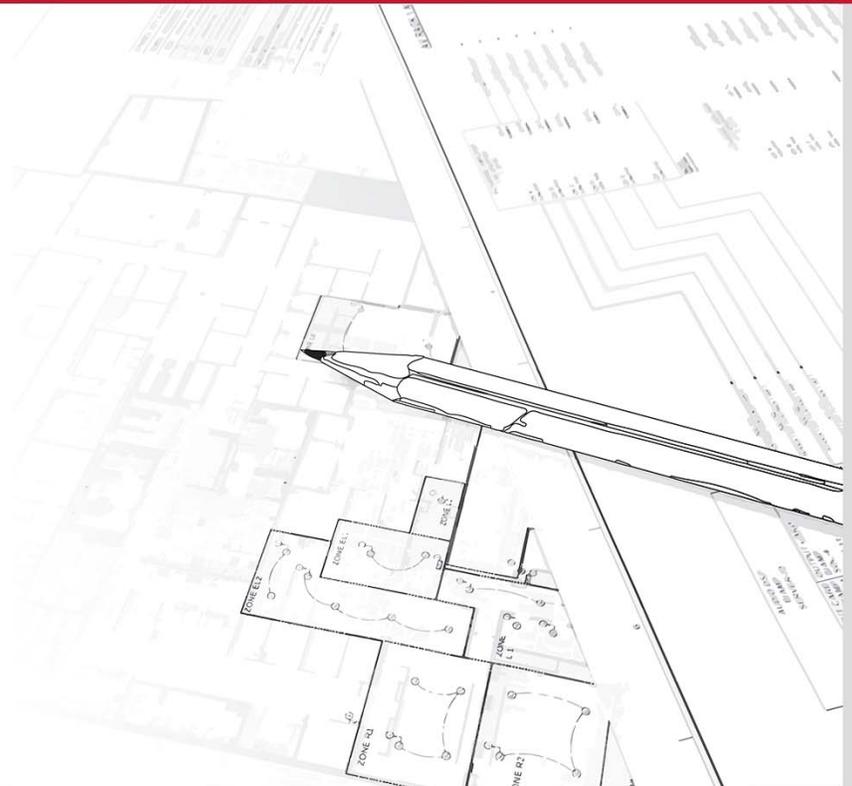
Video Streaming Council chambers

DATE

Monday, 31 August 2020

PREPARED BY

Steve Bender
Design Consultant



Overview and Goals



At Conference Technologies, Inc., we ensure our technology, processes, and people are the most knowledgeable and efficient resource to serve you as your solutions partner.

Dear Brian Kopp,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service.

Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Steve Bender
Design Consultant
Conference Technologies, Inc.
314-356-2678
sbender@conferencetech.com

Scope of Work

Proposal Number: J20010469

Proposal Date: 8/31/2020

Prepared for: City of Pacific

Attn: Brian Kopp

Phone: 636-271-0500 x216

Email: bkopp@pacificmissouri.com

Prepared by: Steve Bender

Phone: 314-356-2678

Email: sbender@conferencetech.com

Bill to: City of Pacific

Ship to: City of Pacific

Overview

Two USB 2.0 cameras will be installed in the Council Chambers

The existing audio system will be configured to send microphone audio with the camera addition

Scope of Work

- A fixed lens near field camera will be installed to view the lectern
A Mini Pearl for setting up your live stream, via Facebook Live, Youtube, Panopto, Kaltura, Secure Servers, and recording.
- A 10 x zoom + 8 x digital zoom camera will be installed on the rear wall. The rear camera will be adjusted & set to view the council members at the dais
- The two cameras will be connected to a USB switcher (located at the dais) along with a selector switch for either front or rear view
- A Bi-amp output card will be added to the existing AudiaFlex digital audio processor to feed two laptops located on the dais microphone audio
- A USB audio interface will be located near each of the two laptop positions for audio connection via USB

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	\$6,762.78
Implementation Services	\$6,516.25
Freight	\$371.95
Subtotal	\$13,650.98
Tax	\$0.00
Grand Total	\$13,650.98

Recommended

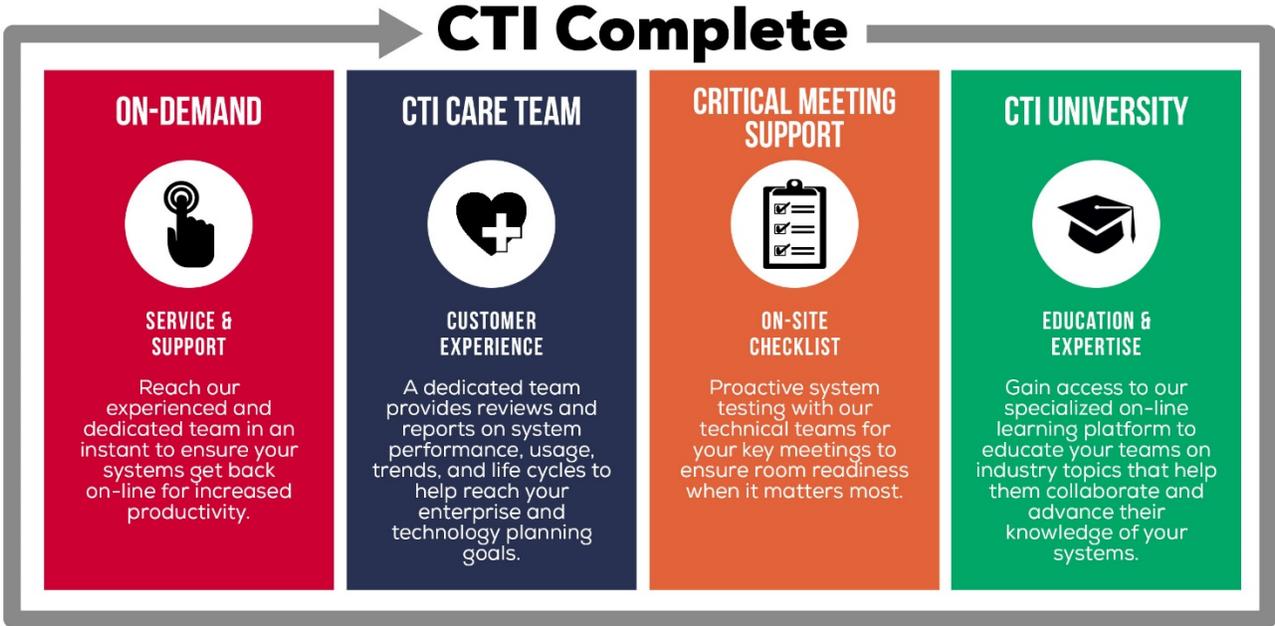
Description	Price
2 Additional Years CTI Complete Service Agreement	\$1,103.85
4 Additional Years CTI Complete Service Agreement	\$2,207.69

Down Payment Requirements

Terms are with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



Bill of Materials

Video Streaming Council chambers

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price	
General: \$4,125.91						
1	Epiphan	ESP1450	Pearl Mini - 3yr SupportPlan	1	\$841.45	\$841.45
2	Epiphan Video	ESP1440	Pearl Mini NA/JP	1	\$3,284.46	\$3,284.46
Video Systems Equipment: \$2,210.39						
3	Logitech	960-001105	Brio 4K Pro Webcam (Brown Box)	1	\$205.08	\$205.08
4	Heckler Design	H553-BG	Cam Wall Mount for Logitech Brio - Black Grey	1	\$92.77	\$92.77
5	Marshall	CV610-U3W-V2	Compact USB3/USB2/HDMI PTZ Camera - White	1	\$945.78	\$945.78
6	Marshall	CV610-U3-WMW	Wall Mount WHITE for CV610-U3 cameras	1	\$36.14	\$36.14
7	Extron	60-953-02	SW4 USB	1	\$481.93	\$481.93
8	DigitalLinx	DL-USB2-WP-H	USB 2.0 EXT WALLPLATE - HOST	1	\$103.54	\$103.54
9	DigitalLinx	DL-USB2-WP-C	USB 2.0 EXT WALLPLATE - CLIENT	1	\$97.00	\$97.00
10	RDL	D-RC2ST	2 Channel Remote Controlfor Stick-On	1	\$110.01	\$110.01
11	RDL	ST-SSR1	Solid State Relay	1	\$114.06	\$114.06
12	RDL	PS-24AS	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1	\$24.08	\$24.08
Audio Systems Equipment: \$426.48						
13	BIAMP	288.9	AudiaFLEX OP-2e CK	1	\$155.42	\$155.42
14	Roland	RUBIX22	USB Audio Interface - 2 In / 2 Out	2	\$135.53	\$271.06

Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of City of Pacific for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

Next Steps

1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward, please contact me at sbender@conferencetech.com or 314-356-2678.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date

References from other Municipalities that we provide services too.

City of Fenton Mo,

Chris Thiemann, Fire Marshal

Fenton Fire Protection District

845 Gregory Lane

Fenton MO. 63026

Office: 636-343-4188 X 138

Cell: 314-581-1301

City of Wentzville Mo

Stephen Dixon, Director of Information Technology

City of Wentzville | 1001 Schroeder Creek Blvd. | Wentzville, MO 63385

Main: (636) 639-2199 | Direct: (636) 639-2022 | Fax: (636) 639-2198

City of O'Fallon Mo

Paul Huff

I.T. Director

City of O'Fallon

Office: 636.379.3225

Krista Laudano

Eureka Fire Protection District

4849 Highway 109

PO Box 97

Eureka, MO 63025

Phone: 636-938-5505

WARNER PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

Date Prepared: 7/15/2020

This Worksheet is prepared by Sales agent and given to End User.

Buying Agency: City of Pacific	Contractor: Warner Communications
Contact Person: Bryan Kopp	Prepared By: Dan McKee
Phone: 636-271-0500 X216	Phone: 636-459-6364
Fax:	Fax: 314-993-6980
Email: bkopp@pacificmissouri.com	Email: dmckee@warnercomm.com

Catalog / Price Sheet Name:	
General Description of Product:	City of Pacific Streaming platform

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	List Unit \$	Total
1	Wirecast Streaming Software	\$600.00	\$600.00
1	NewTek--NDI PTZ Camera	\$2,600.00	\$2,600.00
6	Labor--will be closer to 12 hours, repeat customer labor reduction.	\$100.00	\$600.00
1	C270 HD Webcam, Logitech	\$149.00	\$149.00
1	USB Extension Cable	\$10.00	\$10.00
1	POE Network Injector	\$20.00	\$20.00
0		\$0.00	\$0.00
0		\$0.00	\$0.00
0		\$0.00	\$0.00
Total From Other Sheets, If Any:			
Subtotal A:			\$3,979.00
Discount			0.00% \$0.00
Total to Customer			\$3,979.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
0		\$0.00	\$0.00
0		\$0.00	\$0.00
0		\$0.00	\$0.00
0			\$0.00
Total From Other Sheets, If Any:			
Subtotal B:			\$0.00
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Network interfaced camera system.	
New Amplifier for sound system. Old amp was used as that series of amp is no longer supported or available.	
Software package for streaming both live and any thing on computer	
LaL	\$0.00

Delivery Date:

D. Total Purchase Price (A+B+C):

\$3,979.00



Network Communications
6202 Twin Springs Blvd
Cedar Hill, MO 63016

ESTIMATE #	DATE	
1303	09/03/2020	

SALES REP

Mark Petersen

Proposal for:
Bryan Kopp, C.B.O.
Director of Community Development
Floodplain Administrator
City of Pacific
300 Hoven Drive
Pacific, MO 63069
p 636-271-0500 x216
f 636-257-7017
www.pacificmissouri.com

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Installation			
	Sony SRG-X120 1080p PTZ Camera	1	2,125.00	2,125.00T
	Sony RM-IP10 IP Remote Controller	1	1,625.00	1,625.00T
	Logitech C920 Webcam HD Pro	1	157.00	157.00T
	Cable pack for 2 cameras and controller	1	800.00	800.00T
	Shipping for Camera products (price is an estimate)	1	79.00	79.00T
	Roland V-60HD - HD Video Switcher	1	2,995.00	2,995.00T
	Datavideo TLM-170L - 17" HD/SDI Monitor	1	999.00	999.00T
	Shipping on Switch and Monitor (price is an estimate)	1	99.00	99.00T
	Cable package for Switch, including audio inputs	1	900.00	900.00T
	Epiphan AV.io SDI USB 3.1 Gen 1 Video Grabber	1	499.00	499.00T
	vMix PRO Live Production Software	1	1,140.00	1,140.00T
	Custom built mount pole for PTZ Camera with plate	1	675.00	675.00T
	Installation Labor for 2 Techs for 2 days (4 tech days)	4	650.00	2,600.00T
	training session with tech to use equipment (1 day)	1	650.00	650.00T

SUBTOTAL	15,343.00
TAX (0%)	0.00
TOTAL	\$15,343.00

Accepted By

Accepted Date

ACCOUNTS PAYABLE
SEPTEMBER 15, 2020

VENDOR	INV. DESCRIPTION	LEGAADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
ALL-PRO SUPPLY	JANITORIAL SUPPLIES	\$ 697.24				\$ 186.12						\$ 278.71	\$ 232.41
AMERICAN WATERWORKS	MEMBERSHIP DUES	\$ 214.00										\$ 214.00	
AMERICOM	RESET COPIER IPS ADDRESSES	\$ 153.00	\$ 153.00										
ARAMARK UNIFORM	UNIFORM RENTAL	\$ 504.48				\$ 248.80							
ARCHTECH LLC	IT SERVICES	\$ 5,781.62								\$ 5,781.62			
B & H MARKET	PRISONER MEALS	\$ 52.32	\$ 52.32										
BAYS-ET HIGHSPEED INTERNET	PARK/LAGOON CAMERAS	\$ 427.80						\$ 356.50					
BEISHIR LOCK & SECURITY	KEY BLANKS	\$ 550.00				\$ 287.58					\$ 550.00		
BIG G TIRE SALES	TIRES/M/T & BALANCE/TIRE REPAIR	\$ 287.58											
BIO-ONE	BOOK/G CELL DECONTAMINATION	\$ 325.00								\$ 325.00			
C & C LAWN & LANDSCAPING	GRASS CUTTING	\$ 7,790.00				\$ 1,000.00		\$ 5,215.00		\$ 1,980.00	\$ 475.00	\$ 120.00	
CAMPBELLS PRO TREE SVC	TREE REMOVAL	\$ 1,000.00				\$ 16.54							
CEE KAY SUPPLY	CYLINDER RENTAL	\$ 794.50				\$ 150.00					\$ 237.50	\$ 557.00	
COCHRAN	TRAIL CONCEPTUAL	\$ 150.00											
COGENT	LIFT STATION REPAIR	\$ 934.20											
CONTINENTAL RESEARCH	GRAFFITI CLEANER/COVID SPRAY	\$ 468.77						\$ 468.77					\$ 934.20
CURTIS HEINZ GARRETT	AUGUST CITY ATTORNEY FEES	\$ 6,175.11	\$ 5,876.11										\$ 299.00
DIGITAL-ALLY	BODY CAM EQPMNT MAINTENANCE	\$ 70.00	\$ 70.00										
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	\$ 22.20						\$ 22.20			\$ 975.00		
EASTLAKE CLEANING SVC	JANITORIAL SERVICES	\$ 975.00											
ED ROEHR SAFETY PRODUCTS	VEHICLE MAINTENANCE	\$ 74.00	\$ 74.00										
EMERGENCY LAWN CARE	WEED ABATEMENTS	\$ 900.00				\$ 900.00							
ERB EQUIPMENT CO	EQUIPMENT MAINTENANCE	\$ 157.53				\$ 157.53							
EUREKA RENTAL	EQUIPMENT MAINTENANCE	\$ 602.90				\$ 602.90							
GAEBE CONTRACTING INC	OSAGE WATER MAIN PROJECT	\$ 4,000.00										\$ 4,000.00	
GOVERNMENTOR	SEPT SOFTWARE MAINTENANCE	\$ 287.50									\$ 95.84	\$ 95.83	\$ 95.83
GULF STATES DISTRIBUTORS	AMMUNITION	\$ 1,034.15	\$ 1,034.15										
GUNTHER SALT CO	SOFTENER SALT	\$ 1,807.35		\$ 1,689.00							\$ 1,807.35		
HELFRICH HOTZ BRANDT	AUGUST PROSECUTOR FEES	\$ 1,689.00				\$ 798.60							
HAVIN MATERIAL SVC	CONCRETE	\$ 798.60										\$ 2,298.52	
HAWKINS INC	WATER TREATMENT/POOL CHEM	\$ 2,748.48						\$ 449.96					
HILLERMAN NURSERY	FUEL	\$ 110.00						\$ 110.00					
HOME SERVICE OIL CO	FUEL	\$ 961.14				\$ 251.20							\$ 709.94
J & J FENCE	BLOWER BLDG MAINTENANCE	\$ 1,775.47											\$ 1,775.47
JOHN DEERE FINANCIAL	MISCELLANEOUS SUPPLIES	\$ 396.24				\$ 61.65	\$ 11.97	\$ 3.79			\$ 46.97	\$ 106.99	\$ 106.90
LEON UNIFORM CO	UNIFORMS	\$ 289.95	\$ 289.95										
LIQUID ENGINEERING	WATER TANK CLEAN/INSPECT	\$ 4,530.00										\$ 4,530.00	
LUS POOL & SPA	POOL CHEMICALS	\$ 2,410.45						\$ 2,410.45					
MARCO TECHNOLOGIES	SHRED BINS/COPIER MAINT	\$ 136.53				\$ 23.29					\$ 23.29	\$ 23.31	\$ 23.31
MISSOURI MACHINERY	POOL PUMP	\$ 3,510.00						\$ 3,510.00					
MO ONE CALL SYSTEM	LOCATES	\$ 173.75				\$ 57.91						\$ 57.92	\$ 57.92
MISSOURIAN MEDIA GROUP	PUBLIC NOTICES	\$ 610.00											
N B WEST CONTRACTING	ASPHALT	\$ 704.15				\$ 278.76					\$ 610.00		
OFFICE EMPORIUM	OFFICE SUPPLIES	\$ 174.98		\$ 12.72								\$ 425.39	
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 1,009.01				\$ 23.86							
PACIFIC LUMBER CO	MISCELLANEOUS SUPPLIES	\$ 546.45				\$ 537.97	\$ 37.36				\$ 100.22	\$ 19.09	\$ 19.09
PLANNING DESIGN STUDIO	PARKS & REC MASTER PLAN	\$ 1,925.00				\$ 74.27		\$ 352.18			\$ 36.08	\$ 36.08	\$ 82.71
PARTSMASTER	EQUIPMENT MAINTENANCE	\$ 215.05						\$ 1,925.00					\$ 13.95
PURITAN SPRINGS	PRISONER WATER	\$ 30.32				\$ 215.05							
RED BUD SUPPLY	COVID-19 SUPPLIES	\$ 173.91				\$ 57.97						\$ 57.97	\$ 57.97
REJIS	IMDS PLUS/INTERNET ACCESS	\$ 846.44		\$ 661.59							\$ 184.85		
RIVERSTONE QUARRY	ROCK	\$ 852.86									\$ 852.86		
ROCK SOLID LANDSCAPING	MULCH	\$ 125.00											
RUSH TRUCK CENTER	VEHICLE MAINTENANCE	\$ 1,161.51				\$ 387.17		\$ 125.00				\$ 387.17	\$ 387.17
SCHULTE SUPPLY	MISCELLANEOUS SUPPLIES	\$ 16,605.62										\$ 16,605.62	

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

PROJECT: Hogan Storm Water Imp
Hogan Rd
Pacific, MO

APPLICATION NO: 2
PERIOD TO: 8/31/2020

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:

CONTRACT FOR: VIA ARCHITECT:

CONTRACT DATE:

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.

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.

- 1. ORIGINAL CONTRACT SUM \$ 337,180.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 337,180.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 182,262.12

5. RETAINAGE:

- a. 5.00 % of Completed Work \$ 9,113.13
- b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 9,113.13

6. TOTAL EARNED LESS RETAINAGE \$ 173,148.99
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 88,383.15

8. CURRENT PAYMENT DUE \$ 84,765.84

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 164,031.01

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

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

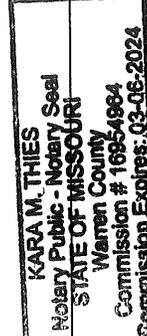
By: By [Signature] Date: 9/1/20

State of: Missouri

County of: Franklin

Subscribed and Sworn to before me this 1st Day of SEPT 2020

Notary Public: Kara M Thies
My Commission Expires: 3/6/24



CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on the undersigned Contractor's knowledge, information and belief that the Contractor 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: Hogan Storm Water Imp
Hogan Rd
Pacific, MO

APPLICATION NO: 2
PERIOD TO: 8/31/2020

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:

CONTRACT DATE:

VIA ARCHITECT:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY%	PREVIOUS APPL	COMP QTY% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Mobilization		LS	\$0.00	\$47,999.60	50.00000%	\$23,999.80	25.00000%	\$11,999.92	\$0.00	75.00000%	\$35,999.72	75.00	\$11,999.88
2	Full Depth Saw Cut	3,720.000	LF	\$2.15	\$7,998.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,998.00
3	Type 5 MoDOT Base	252.000	CY	\$50.00	\$12,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,600.00
4	Curb and Gutter (30in Wide)	2,980.000	LF	\$21.00	\$62,580.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$62,580.00
5	8in Concrete Driveway Approach	245.000	SY	\$80.00	\$19,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$19,600.00
6	Full Depth Pavement Repair (Street Cuts)	104.000	SY	\$160.00	\$16,640.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$16,640.00
7	4in Thick Concrete (Transition Piece)	88.000	SY	\$50.00	\$4,400.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$4,400.00
8	2in BP-2 Surface Mix (Transition Piece)	30.000	TON	\$310.00	\$9,300.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$9,300.00
9	30in HDPE Storm Pipe (Including Rock Bedding)	421.000	LF	\$78.20	\$32,922.20	421.0000	\$32,922.20	.0000	\$0.00	\$0.00	421.0000	\$32,922.20	100.00	\$0.00
10	24in HDPE Storm Pipe (Including Rock Bedding)	348.000	LF	\$54.30	\$18,896.40	173.0000	\$9,393.90	175.0000	\$9,502.50	\$0.00	348.0000	\$18,896.40	100.00	\$0.00
11	18in HDPE Storm Pipe (Including Rock Bedding)	410.000	LF	\$40.00	\$16,400.00	.0000	\$0.00	410.0000	\$16,400.00	\$0.00	410.0000	\$16,400.00	100.00	\$0.00
12	15in HDPE Storm Pipe (Including Rock Bedding)	333.000	LF	\$59.10	\$19,680.30	50.0000	\$2,955.00	283.0000	\$16,725.30	\$0.00	333.0000	\$19,680.30	100.00	\$0.00
13	12in HDPE Storm Pipe (Including Rock Bedding)	393.000	LF	\$46.50	\$18,274.50	.0000	\$0.00	393.0000	\$18,274.50	\$0.00	393.0000	\$18,274.50	100.00	\$0.00
14	30in Flared End Section	1.000	EA	\$865.00	\$865.00	1.0000	\$865.00	.0000	\$0.00	\$0.00	1.0000	\$865.00	100.00	\$0.00
15	Pre-Cast Storm Manhole (per MSD)	1.000	EA	\$1,905.00	\$1,905.00	.0000	\$0.00	1.0000	\$1,905.00	\$0.00	1.0000	\$1,905.00	100.00	\$0.00
16	42in Dia Curb Inlet (MSD Single Street Inlet)	7.000	EA	\$2,060.00	\$14,420.00	2.0000	\$4,120.00	5.0000	\$10,300.00	\$0.00	7.0000	\$14,420.00	100.00	\$0.00
17	48in Dia Curb Inlet (MSD Single Street Inlet)	3.000	EA	\$2,060.00	\$6,180.00	1.0000	\$2,060.00	2.0000	\$4,120.00	\$0.00	3.0000	\$6,180.00	100.00	\$0.00
18	60in Dia Curb Inlet (MSD Single Street Inlet)	4.000	EA	\$3,610.00	\$14,440.00	4.0000	\$14,440.00	.0000	\$0.00	\$0.00	4.0000	\$14,440.00	100.00	\$0.00
19	Rip Rap	43.000	SY	\$53.00	\$2,279.00	43.0000	\$2,279.00	.0000	\$0.00	\$0.00	43.0000	\$2,279.00	100.00	\$0.00
20	Inlet Protection	14.000	EA	\$150.00	\$2,100.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,100.00

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

TO (OWNER): City of Pacific 300 N Hoven St. Pacific, MO 63069	PROJECT: Hogan Storm Water Imp Hogan Rd Pacific, MO	APPLICATION NO: 2	DISTRIBUTION TO:
		PERIOD TO: 8/31/2020	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:

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 AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
21	Finish Grading/Seed and Straw (all disturbed areas)	.350	AC	\$22,000.00	\$7,700.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,700.00
REPORT TOTALS							\$93,034.90		\$89,227.22			\$182,262.12		
														\$154,917.88

City of Pacific Special Events Permit Application

Date 9-9-2020

Permit No: _____

Name of Person or
Organization: Kaleidoscope Consign, LLC

Address: 136 West Saint Louis Street

City : Pacific State: MO Zip: 63069

Description of Event: Farmer's Market in Kaleidoscope parking lot, with vendors

Location or Address of Event: 136 West Saint Louis Street Pacific, MO 63069

Date of Event: September 20, 2020

Is event in a City Park? Yes No Park Board Approval? Yes No

Is this event sponsored or co-sponsored by the City? Yes No

Copy of Insurance coverage for Event? (Attached) Yes No

What City services will be needed for this Event? _____

None, but in the future we'd love to do some sort of joint event!

Check if Not-For-Profit Group? (need proof of 501(c) 3 status) Yes No

Special Events Permit Fee \$100.00

Applicant Signature  Date 9-9-2020

For office use only
Special Event Type 1 2 3 4 Circle one
Other Departments approval Fire Police EMS Public Works
Exemptions of terms and conditions per Section 401.020 Yes No

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

Recd 9-1-20

DOR 112



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

25-79-240-00

000120 XBFRSDD1 000000



CITY OF PACIFIC
ATTN: HAROLD SELBY
300 HOVEN DRIVE
PACIFIC, MO 63069

Invoice Number: 252-2317608
Account Number: PACIFICMO11
Invoice Date: 28-Aug-20
Cycle Date: 23-Aug-20
Administrator: Patrick Jacobs
Phone Number:
Currency: USD

CITY HALL & PUBLIC FACILITIES IMPROVEMENT PROJECT

	Quantity	Rate	Proration	Subtotal	Total
Flat					
Administration Fee					750.00
For the period: August 23, 2020 to August 22, 2021					

Invoice Total: 750.00
 Satisfied To Date: 0.00
 Balance Due: 750.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance. Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576. The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400, Los Angeles, CA 90071

Check Payment Instructions:
The Bank of New York Mellon
Corporate Trust Department
P.O. Box 392013
Pittsburgh, PA 15251-9013
Please enclose billing stub.

Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number: 021000018
Account Number: 8901245259
Account Name: BNY Mellon - Fee Billing Wire Fees
Please reference Invoice Number: 252-2317608

Billing Stub

CITY HALL & PUBLIC FACILITIES IMPROVEMENT PROJECT

Invoice Number: 252-2317608
Account Number: PACIFICMO11
Invoice Date: 28-Aug-20
Cycle Date: 23-Aug-20
Administrator: Patrick Jacobs
Phone Number:
Amount: 750.00 USD

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S 000120 XBFRSDD1 000120

FRANKLIN COUNTY

DEPARTMENT OF TRANSPORTATION

STEVEN C. CAREY, P.E.
Highway Administrator



P.O. BOX 311
UNION, MISSOURI 63084
OFFICE: (314) 583-6361

November 30, 1999

JoAnn Hoehne
City Administrator
City of Pacific
300 Hoven
Pacific, Mo. 63077

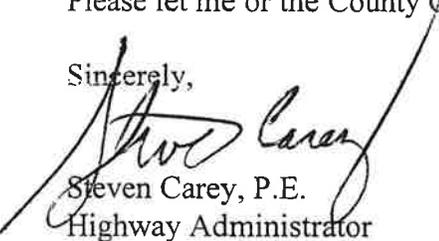
Dear Ms. Hoehne:

This letter is being written at the request of the City of Pacific's Public Works Commissioner, Ed Gass, to help determine the status of the streets in Orchard Estates Subdivision. A search of the County's records failed to find any record of proceedings specifically dealing with the streets of said subdivision. I believe it was the intent of Franklin County that these streets were to have been included with the Quit Claim Deed, dated January 15, 1998, covering a portion of Gray Summit Road. The Franklin County Highway Department has performed no maintenance to these streets in 1998 and 1999 thinking that they were the responsibility of the City of Pacific.

This omission will be pointed out to the Franklin County Commission, and if it is the desire of the City of Pacific, a Quit Claim Deed will be prepared dedicating the streets of Orchard Estates Subdivision to the City of Pacific.

Please let me or the County Commission know of your desire in this matter.

Sincerely,


Steven Carey, P.E.
Highway Administrator

cc: Franklin County Commission



November 26, 2001

Mayor Jill Pigg
City of Pacific
300 Hoven Street
Pacific, MO 63069

RE: Silver Lake Estates subdivision

Dear Jill:

Lawless Homes is hereby requesting that the City of Pacific accept all streets in the subdivision of Silver Lake Estates. There are currently more than 70 families residing in this community which represents almost half of the lots in the community.

We base our request on the subdivision across the street, Ridge Meadow, whose streets were accepted in October of 2000 with only 25% of the homes occupied.

Please feel free to contact me for additional information.

Sincerely,

Robert J. Lawless
Vice President

RJL/sme

City of Pacific

December 9, 1999

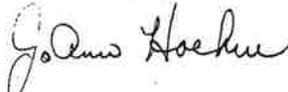
Mr. Steve Carey P. E.
Franklin County Department of Transportation
P. O. Box 311
Union, Missouri 63084

Dear Mr. Carey:

Thank you for your response to our inquiry concerning the status of the streets in Orchard Estates Subdivision. I too, am sure it was the intent of Franklin County to dedicate these streets to the City. The Police Chief is very concerned about this and asked the Board to expedite this request as quickly as possible. Please notify the County Commission of this omission so that it can be corrected as soon as possible.

Thank you for your help in this matter. Should you need further information, please contact me.

Sincerely,



Jo Ann Hoehne
City Administrator/Clerk

jh

EXHIBIT 1

**LETTER OF CREDIT DEPOSIT AGREEMENT
GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS**

THIS DEPOSIT AGREEMENT ("DEPOSIT AGREEMENT"), is made and entered into this 21st day of DECEMBER 2006, by MCBEIDE & SON HOMES, INC. hereinafter referred to as the "DEVELOPER") and the CITY OF PACIFIC, MISSOURI (hereinafter referred to as the as "CITY").

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as EAGLES VIEW PLAT 1 & 2 (hereinafter referred to as the "Subdivision") and simultaneous herewith is receiving approval of them, and

WHEREAS, a Preliminary Plat for the Subdivision (the "Preliminary Plat") and the improvement plans for the Subdivision have been submitted to the CITY together with the estimated costs of construction, installation and completion of the Subdivision Improvements, all in accordance with the CITY's subdivision regulations; and

WHEREAS, the establishment of a guarantee of completion of the Subdivision Improvements is required as a condition of the final plat for the Subdivision;

WHEREAS, the DEVELOPER desires establish the Subdivision Improvement guarantees in the form of this Deposit Agreement and accompanying letter of credit which shall required completion of such improvements within two years hereof, unless otherwise extended by the Board of Alderman; and,

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided,

IT IS HEREBY MUTUALLY AGREED:

1. The DEVELOPER, has deposited an irrevocable standby letter of credit with the CITY in the sum of TWO HUNDRED SIXTYEEN THOUSAND FIVE HUNDRED NINETY ONE DOLLARS (\$ 216,591.95) (the "DEPOSIT SUM") payable to the CITY and guaranteeing the construction, installation, maintenance, and completion of all required Subdivision improvements, all in accordance with the plans approved by the CITY and on file with the City Clerk (the "Approved Improvement Plans") and in accordance with the CITY ordinances regulating the same. The DEPOSIT SUM shall consist of an amount equal to the *estimated* costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS") as set forth on the attached Estimate Sheet. Nothing in the estimates or specification of component items shall in any way limit the City or require release based on each line item, and DEVELOPER agrees it continues to be obligated to compete and guarantee completion of all Subdivision Improvements. The CITY and DEVELOPER agree that the DEPOSIT SUM shall guarantee the construction, installation, completion and maintenance of the required subdivision improvements in the

Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the CITY regulating the same.

2. The DEPOSIT SUM guarantees the construction, installation, maintenance, and completion of all Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this DEPOSIT Agreement by reference and as summarized in the attached Exhibit A and as required by the ordinances and regulations of the City. Any release of part of or a portion of the DEPOSIT SUM is only an accommodation to the DEVELOPER and is not a waiver of any kind by the CITY of its rights under the DEPOSIT Agreement that the entire DEPOSIT SUM guarantees each and every improvement.

3. In the event the DEPOSIT SUM herein provided is insufficient to complete Subdivision Improvements as reasonably determined by the CITY, the DEVELOPER will, upon demand by the CITY accompanied by a detailed itemization of the requested additional sum, deposit with the CITY additional monies which, in the opinion of the CITY, will be required to complete Subdivision Improvements, and said additional sum shall be subject to the terms of this DEPOSIT Agreement. In the event that the DEVELOPER does not deposit the additional monies with the CITY within 10 days or does not request a hearing from the CITY within that time, the Subdivision shall be deemed in default and/or abandoned as set forth in paragraph 8.

4. The DEVELOPER guarantees: (a) that all required utilities and improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the CITY not later than two years after the date of this Agreement Date appearing on the signature page below ("Completion Date"), and (b) that the Subdivision, including all lots, common ground, streets, and improvements, and all adjacent streets used for the hauling of construction equipment, materials and supplies will be safeguarded, protected and kept free of associated mud, trash, weeds, and debris during the construction period and otherwise properly maintained, and constructed all in accordance with City Code and approved plans.

5. (a) That the CITY may, through written authorization of the Commissioner of Public Works, release or reduce portions of the DEPOSIT SUM upon completion of components within categories and shall release corresponding portions of the DEPOSIT SUM upon completion of categories of improvements as provided that a qualified, licensed engineer employed by the DEVELOPER certifies to the CITY the completion of such work; PROVIDED FURTHER that in no event shall the CITY release any part of the DEPOSIT SUM except as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the DEVELOPER shall first make written request for inspection, and include therewith a certification by the DEVELOPER's engineer, to the appropriate inspecting authority, with a copy to the City Clerk. Upon receipt of the DEVELOPER's written request for inspection and certification by the DEVELOPER's engineer, the CITY (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the DEVELOPER. Upon receipt of the inspection report, the CITY's Board of Aldermen will review the report,

verify that the Subdivision Improvement complies with all laws and requirements of the CITY, and authorize such release.

(c) Except for discretionary releases that may be granted by the Commissioner of Public Works in the public interest, no category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category or subdivision may be deemed to be complete until there is a certification by the CITY that the project is complete. No certification shall be issued by the CITY unless all of the following takes place: (i) the DEVELOPER submits a written request to the CITY for inspection of the Subdivision Improvements; (ii) the inspection is completed by the CITY's inspector who determines that the Subdivision Improvement are complete and recommends to the CITY's Board of Aldermen that it be released; and (iii) the CITY's Board of Aldermen reviews the CITY Inspector's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the CITY, and authorizes such release.

(d) Upon certification by the CITY that the construction and installation of a category of Subdivision Improvement is complete (in accordance with §5(b) and (c) above), the CITY shall authorize the release of the ESTIMATED COST originally retained for that category *minus* a maximum retention of five percent (5%), as otherwise provided in this Section 5. The DEVELOPER shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire DEPOSIT SUM for all categories.

(e) IN NO EVENT SHALL the CITY be required to release, disburse or otherwise dispose of more than ninety-five percent (95%) of the DEPOSIT SUM, until the CITY has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the CITY and the "as built drawings" have been approved by the CITY.

6. Upon completion of all of the Subdivision Improvements and prior to final release the DEVELOPER shall submit to the CITY three (3) copies of "as built" drawings which show the actual installation of the said improvements, and that if after the CITY reviews the "as built" drawings submitted it reasonably determines that all of the improvements have been completed and, as applicable, accepted by the respective utilities, then the CITY shall approve the "as built" drawings. This Agreement shall not be deemed to create any commitment by the CITY to accept any improvement for dedication and maintenance.

7. Upon approval of the "as built" drawings and completion of the final improvements and certifications required, the final DEPOSIT SUM amounts shall be released not later than the sooner of (1) expiration of eighteen (18) months after acceptance of the improvements by the city or expiration of eighteen (18) months after occupancy permits have been issued on 90% of the all of the lots in the subdivision plats subject this agreement.

8. In the event the DEVELOPER shall be in default or abandon the Subdivision, or fail to complete the obligations herein, including, but not limited to, the failure to complete the

Subdivision Improvements by the Completion Date, or the failure to properly maintain the improvements, including keeping the Improvements free of mud, debris, erosion, or otherwise, whichever occurs first, the DEVELOPER shall forfeit to the CITY the then current balance of the DEPOSIT SUM or any portion thereof, along with any additional sums deposited pursuant to paragraph 3 above, which funds the CITY shall thereafter use to complete the Subdivision Improvements or otherwise rectify the DEVELOPER's failure hereunder. The CITY may further apply such necessary amount of the DEPOSIT SUM to remedy any failure of the DEVELOPER to perform its maintenance obligations in the Subdivision. For the purpose of this Agreement and the CITY's rights hereunder, any and all of the remaining DEPOSIT SUM may be applied to completion or maintenance of any improvements, and no limitation of any kind shall be implied from the line item calculations of separate improvements. If the CITY is required to remedy any failure of the DEVELOPER to perform its Maintenance Obligations during this agreement, the CITY may also require DEVELOPER to with the CITY additional monies as may be needed as set forth in paragraph 3 herein.

9. Exercise or waiver by CITY of any enforcement action under this agreement or the CITY's Code does not waive or foreclose any other or subsequent enforcement action whatsoever. The DEPOSIT SUM and/or deposit placed under this Agreement shall be governed by the provisions of the Pacific Subdivision Code, Chapter 410, and the DEVELOPER agrees to the provisions thereof as if set forth herein. The CITY shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of DEVELOPER'S obligations under this Agreement.

10. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory DEPOSIT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 21ST day of DECEMBER, 2006 ("Agreement Date").

ACCEPTED:

CITY OF PACIFIC, MISSOURI

By:

Herbert C. Adams
Herbert C. Adams, Mayor

Dated:

1/18/07

ATTESTED:

JoAnn Hoelke
JoAnn Hoelke, City Clerk

APPROVED as to form:

Daniel G. Vogel
Daniel G. Vogel, City Attorney

DEVELOPER:

McBRIDE & SON HOMES, INC.

By:

Jeffrey M. Berger
JEFFREY M. BERGER, SECRETARY



EAGLES VIEW
Total - Estates Plat One & Plat Two and
Villas Plat One and Plat Two
5% Tabulation of Original Cost Estimate
7797-0

February 2, 2005
 Amended April 15, 2005
 November 30, 2006

ITEM	QUANTITY	UNIT PRICE	TOTAL
<u>STREETS</u>			
7" P.C. Concrete	19,977 Sq. Yds.	\$22.75	\$454,477
Subgrade 4" Rock	23,898 Sq. Yds.	\$3.50	\$83,643
6" Vertical Curb	927 Lin. Ft.	\$6.00	\$5,562
Pavement Lugs	Lump Sum		\$100,000
Sub Total Streets			\$643,682 -
		5% Retainage	\$32,184.10 01
<u>SANITARY SEWER OUTFALL</u>			
10" P.V.C.	2,305 Lin. Ft.	\$21.00	\$48,363
Manholes	12 Each	\$900.00	\$10,800
Sub Total Sanitary Sewer Outfall			\$59,163
		5% Retainage	\$2,958.15
<u>SANITARY SEWER</u>			
8" PVC	9,893 Lin. Ft.	\$19.00	\$187,967
Manholes	76 Each	\$900.00	\$68,400
Sub Total Sanitary Sewer Outfall			\$256,367
		5% Retainage	\$12,818.35

EAGLES VIEW
 Total - Estates Plat One & Plat Two and
 Villas Plat One and Plat Two
 5% Tabulation of Original Cost Estimate
 7797-0

November 30, 2006

ITEM	QUANTITY	UNIT PRICE	TOTAL
<u>STORM SEWERS</u>			
12" RCP	2,654 Lin.Ft.	\$19.00	\$50,426
15" RCP	745 Lin.Ft.	\$21.00	\$15,645
18" RCP	1,472 Lin.Ft.	\$23.00	\$33,856
21" RCP	784 Each	\$27.00	\$21,168
24" RCP	1,111 Lin.Ft.	\$31.00	\$34,441
27" RCP	6 Lin.Ft.	\$35.00	\$210
36" RCP	537 Lin.Ft.	\$39.00	\$20,943
15" Flared End Section	1 Each	\$850.00	\$850
18" Flared End Section	1 Each	\$1,000.00	\$1,000
21" Flared End Section	2 Each	\$1,200.00	\$2,400
24" Flared End Section	1 Each	\$1,500.00	\$1,500
Manhole	11 Each	\$900.00	\$9,900
Skewed Curb Inlet	33 Each	\$900.00	\$29,700
Curb Inlet	2 Each	\$900.00	\$1,800
Area Inlet	18 Each	\$1,200.00	\$21,600
Detection Structure	2 Each	\$3,000.00	\$6,000
Precast Box 4' H x 6' W	140 Lin.Ft.	\$150.00	\$21,000
Sub Total Storm Sewers			\$272,439
		5% Retainage	\$13,621.95
 <u>WATER MAINS</u>			
2" Water Main	1,000 Lin.Ft.	\$5.00	\$5,000
6" Water Main	100 Lin.Ft.	\$17.50	\$1,750
8" Water Main	7,175 Lin.Ft.	\$18.50	\$132,738
Fire Hydrant Assembly	13 Each	\$2,100.00	\$27,300
2" Blow-Off	5 Each	\$500.00	\$2,500
Sub Total Water Mains			\$169,288
		5% Retainage	\$8,464.40

EAGLES VIEW
Total - Estates Plat One & Plat Two and
Villas Plat One and Plat Two
5% Tabulation of Original Cost Estimate
7797-0

November 30, 2006

ITEM	QUANTITY	UNIT PRICE	TOTAL
<u>MONUMENTS</u>			
Survey Monuments - Brass	34 Each	\$75.00	\$2,550
Survey Monuments - Iron Pipes	43 Each	\$50.00	\$2,150
Sub Total Monuments			\$4,700
			5% Retainage
			\$235.00
<u>SIDEWALKS</u>			
4' Wide, 4" Thick Sidewalk	9,975 Lin.Ft.	\$12.00	\$119,700
5' Wide, 4" Thick Sidewalk-Thornton Rd	1,640 Lin.Ft.	\$15.00	\$24,600 (770)
Sub Total Sidewalks			\$144,300
			5% Retainage
			\$7,215 120,930
<u>TREES</u>			
2 1/2" Diameter Trees	235 Each	\$105.00	\$24,675
Sub Total Trees			\$24,675
			5% Retainage
			\$1,233.75
<u>STREET SIGNS & STREET LIGHTS</u>			
Street Signs	6 Each	\$150.00	\$900
Street Lights	22 Each	\$600.00	\$13,200
Sub Total Street Signs & Street Lights			\$14,100
			5% Retainage
			\$705.00

SUMMARY

Streets	\$32,184.10
Sanitary Sewer Outfall	\$2,958.15
Sanitary Sewers	\$12,818.35
Storm Sewers	\$13,621.95
Water Mains	\$8,464.40
Monuments	\$235.00
Sidewalks	\$7,215.00 120,930
Trees	\$1,333.75 24,625
Street Signs & Street Lights	\$705.00
	<hr/>
GRAND TOTAL 5% RETAINAGE	216,591.95
	879,435.70

~~879,435.70~~

RESOLUTION NO. 2011-27

**A RESOLUTION OF THE CITY OF PACIFIC, MISSOURI
AUTHORIZING THE APPROVAL OF AN EXTENSION OF LETTER OF
CREDIT DEPOSIT AGREEMENT GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS FOR THE EAGLES VIEW
SUBDIVISION**

WHEREAS, the McBride & Son Homes, Inc., (“Developer”) has previously submitted plans, information and data to the City for the creation and development of a subdivision known as the Estates at Eagles View Plats 1/2 and Villas at Eagles View Plats 1/2 (hereinafter referred to as the “Subdivision”), including a Letter of Credit Deposit Agreement (“Deposit Agreement”) dated December 21, 2006; and

WHEREAS, said Deposit Agreement required completion of the Subdivision improvements within two years, unless otherwise extended by the Board of Aldermen; and

WHEREAS, pursuant to Section 410.050.E.5.b of the City’s Code of Ordinances, the City and Developer agree that the improvement completion period in the Deposit Agreement for the Subdivision should be extended for a reasonable time to facilitate adequate and coordinated provisions for said Subdivision improvements; and

WHEREAS, the Board of Aldermen finds it to be in the public interest to authorize the Mayor and the City Administrator to execute the Extension Deposit Agreement Guaranteeing Installation of Subdivision Improvements, attached hereto as Exhibit A, in furtherance of the completion of the Subdivision;

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

Section 1. The Mayor and the City Administrator are hereby authorized to execute and deliver the Extension of Letter of Credit Deposit Agreement Guaranteeing Installation of Subdivision Improvements in substantially the form attached hereto as Exhibit A, and to take such other actions as may be necessary or appropriate to effect this Agreement.

Section 2. This Resolution shall be effective upon adoption by the Mayor and Board of Aldermen.

Adopted by the Board of Aldermen and approved by the Mayor this ____ day of April, 2011.

Exhibit A

Subdivision Code Collateral Guarantee Requirements

CHAPTER 34-5; FINAL PLATS

34-5-2 PREREQUISITES.

Final plats shall be neither approved by the city nor recorded by the Monroe County Recorder of Deeds unless the following conditions are met:

(A) *Prior installation.* The improvements called for by the improvement plans approved by the city and facilities intended to be dedicated to the city, other public body or acceptable private entity have been completed, inspected and given initial approval by the city, and the subdivider has:

(1) Paid to the city the costs estimated by the city for the extension of electric and gas service by the city to and within the development; or

(2) The subdivider has entered into a contract with a private contractor approved by the city for the extension of electric and gas service to and within the development, pursuant to plans and specifications presented to and approved by the city, and presents to the city an executed copy of such contract with respect to the installation of such electric and/or gas service. If a private contractor is used for the extension of electric and/or gas service to and within a development, the subdivider shall pay to the city its costs incurred with respect to the inspection and monitoring of the extension of such utility services by the private contractor. If the city installs the extension of such electric and/or gas service, the city shall not be limited in recovering its charges for such electric and gas extensions by the amount of its estimate furnished to the developer.

(B) *Guarantee by subdivider.*

(1) The subdivider shall post with the City Clerk a repair guarantee in a form consisting of one of the following:

(a) An irrevocable letter of credit issued by a bank or trust company authorized to do business in the State of Illinois.

(b) Cash, cashier's check, certificates of deposit, treasury bills, or other readily negotiable instruments made payable to the City Treasurer.

(2) Such repair guarantee shall be one-fourth the amount of the estimated construction cost of all improvements called for by the improvement plans approved by

the city and other facilities intended to be dedicated to the city, other public body or approved private legal entity. The repair guarantee shall be posted for a period of three years and shall remain in effect until released as provided by this code. The act of letting a guarantee expire prior to release shall be considered a default by the developer and a violation of the city's ordinances.

§ 34-5-8 REPAIR OBLIGATION AND GUARANTEE COLLATERAL RELEASE.

(A) Repair obligation.

(1) The subdivider shall be responsible for all repairs to the improvements to be dedicated to the city for a period of two years from the date of approval of the final plat; however, this two-year period shall be extended in the event the city notifies the developer at any time during the initial two-year period that:

(a) Repairs are required before the city will accept the improvements, and those repairs have not been completed, inspected and approved at the end of the two-year period; and

(b) The city has not already required payment under the posted guarantee.

(2) In no event shall responsibility for repairs extend beyond three years.

(3) If such improvements have not been properly installed, or if repairs have not been made as required herein by the end of the two-year repair guarantee period, then such guarantee, or a proportion thereof, as determined by the city at its discretion, shall be paid over to the city by the subdivider and/or guarantor, as may be applicable, and the proceeds from the guarantee shall be used to pay for proper repairs to the improvements in accordance with the requirements specified herein.

(B) Collateral release.

(1) The guarantee shall remain in effect until such time as the City Clerk shall, upon authorization from the City Council, release the subdivider from the guarantee obligations of the subdivider under this code. Such guarantee may only be released when the city determines that all improvements have been completed in a satisfactory manner, the developer's two-year repair obligation period has expired, and all repairs required for final acceptance of improvements have been completed, inspected and approved. However, in no case shall the guarantee be held beyond three years from the date of final plat approval. Any guarantee given to the city by a subdivider shall be deemed to incorporate the guaranty of all of the subdivider's obligations under this code with respect to such improvements.

(2) The Subdivision Administrator and the Director of Public Works shall notify the City Council when a release of the guarantee collateral may be given. Whenever improvements are to be dedicated to another authority, school district, road district, park or other government, such improvements shall be accepted or approved by such other entity before the release of the guarantee collateral.

(3) Upon notification that the release of the guarantee collateral is appropriate, the developer/subdivider shall be deemed to have dedicated the improvements to the city and shall grant to the city a bill of sale and other documents required by the city for the improvements. The City Council shall approve the dedication, bill of sale and other documents and thereby give final acceptance to the improvements to be dedicated to the city, and will authorize the City Clerk to release all of the collateral guarantee.

**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

September 2, 2020
City of Pacific
300 Hoven Drive
Pacific, MO 63069
636-271-0500

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Pacific.

REQUEST FOR RELEASE OF FUNDS

On or after September 18, 2020 the City of Pacific will submit a request to the State of Missouri Department of Economic Development for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 (PL 93-383), to undertake the following project:

Project Title: Pacific Flood Buyout

Purpose: The project will allow the City of Pacific to purchase up to 27 flood damaged properties within city limits that have been repeatedly flooded, demolish the structures that remain on the properties, and return them to a natural state in perpetuity. The properties will be purchased with deed restrictions preventing future development. Structures will be inspected for asbestos and, if necessary, asbestos will be removed prior to demolition. CDBG funds will be used as a required match to a FEMA grant.

Location: 104 E. Orleans, 110 E. Congress, 114 E. Congress, 206 S. Columbus, 201 S. Elm, 213 E. Orleans, 217 E. Orleans, 220 E. Central, 221 W. Congress, 223 S. Columbus, 225 E. Orleans, 302 S. Elm, 312 E. Orleans, 312 E. Central, 321 E. Orleans, 322 S. Columbus, 405 S. Third, 412 S. Third, 413 S. Third, 422 S. Third, 506 S. First, 520 S. Third, 526 S. First, 611 S. First, 705 S. First, 718 S. Fourth, 804 S. First, Pacific, Missouri

Estimated Cost: \$2,218,611 total cost, \$558,800 of which is CDBG funds

FINDING OF NO SIGNIFICANT IMPACT

The City of Pacific has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at Pacific City Hall at 300 Hoven Drive and may be examined or copied weekdays 9 A.M to 4 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City Clerk, Pacific City Hall at 300 Hoven Drive, Pacific MO 63069. All comments received by September 17, 2020 will be considered by the City of Pacific prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Pacific certifies to the State of Missouri that Steve Myers in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Missouri's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Pacific to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of Missouri will accept objections to its release of funds and the City of Pacific certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Pacific; (b) the City of Pacific has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the State of Missouri; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to State of Missouri Department of Economic Development, Community Development Block Grant at PO Box 118, Jefferson City, MO 65102. Potential objectors should contact the State of Missouri Department of Economic Development to verify the actual last day of the objection period.

Steve Myers, Mayor, City of Pacific

Public Notice posted in accordance
RSMo. 610 as amended
by: Kimberly Barfield
City Clerk

Date/Time Posted: September 11, 2020
10:00 AM

**CITY OF PACIFIC
300 HOVEN
PACIFIC, MO 63069**

ADMINISTRATIVE COMMITTEE MEETING

Monday, September 14, 2020

3 P.M.

Board of Aldermen meeting chambers

AGENDA

- 1. Call to Order**
- 2. Election of Committee Chair and Vice Chair (Municipal Code Section 110.110(A)(2))**
- 3. Discussion items**
 - a. Red Cedar Inn project**
 - b. Weed Abatement**
- 4. Miscellaneous**
- 5. Adjourn**

This meeting is open to the public

The Administrative Committee 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.

From: [Gus Wagner](mailto:Gus.Wagner@Phillips66MO.com)
To: info@phillips66mo.com
Cc: Johnson, Rich
Subject: Phillips 66: An Update on the Pipeline Replacement and Reroute Project
Date: Thursday, September 3, 2020 8:13:48 AM

As we move closer to the end of 2020, we would like to provide an update on our Villa Ridge to Fenton pipeline replacement and reroute project which is taking place in parts of Franklin, Jefferson, and St. Louis counties.

- We are nearing the finish line on all right-of-way negotiations for the 20 miles of Stage One, which extends from the western edge of Eureka east to the Meramec River in Fenton (see map on our website). We have acquired about 70% of the right-of-way needed and anticipate completing the rest over the next few months. Phillips 66 may have to take condemnation action on a few properties as a last resort, as is the industry norm. It is our goal to avoid this to the extent possible and reach amicable agreements with all landowners.
- As we finalize the route and plan for construction, we have been working with landowners and local stakeholders like yourself to take into consideration concerns regarding routing, safe access, and property restoration after construction is complete.
- We have applied for all necessary permits and expect to have regulatory approvals by December.
- Delivery of pipe and equipment, right-of-way clearing, and the start of actual construction are on schedule to begin in the spring of 2021. Work on the 10 miles of Stage 2 between Villa Ridge and Pacific is expected to start in 2022.
- We are seeking partners who may be interested in the wood chips and drill cuttings material that will be generated throughout our construction project. The drill cuttings can be used for fill material. Please contact us if your community has a use for these materials.
- We established a website to share project information with the community:
<https://phillips66mo.com/villa-ridge/>
- Phillips 66 is proud of community investments we've recently made to assist the Eureka Fire Protection District with the purchase of two drones; and the Rockwood and Meramec Valley R-III school districts to support their community pandemic relief programs. We continue to seek additional opportunities to support the communities along our pipeline route. Please feel free to let us know if you have suggestions for us to consider.

Phillips 66 appreciates your support, and we are committed to keeping you updated about our project. If you would like more information or have questions, we would be glad to set up a meeting or phone call. Otherwise, feel free to contact us at Info@Phillips66MO.com or 1-888-766-1000.

Thank you,

Rich Johnson, APR
Manager, Communications – Phillips 66 Midstream