

Public Notice posted in accordance  
RSMO. 610 as amended

Date/Time Posted: Friday, February 14, 2020  
5:00 p.m.

By: Kimberly Barfield  
City Clerk

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

**TUESDAY, FEBRUARY 18, 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 January 21, 2020.
7. Approve the Special Meeting Minutes January 27, 2020.
8. Mayor Report
  - a. State of the City address
9. Public Participation
10. New Bills
  - a. Bill No. 4090 An Ordinance establishing new Stop Signs on Neosho St. and Elm St at E. Union St. *(1<sup>st</sup> reading)*
  - b. Bill No. 4091 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding controlled substances. *(1<sup>st</sup> reading)*
  - c. Bill No. 4092 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding distribution of tobacco and tobacco products. *(1<sup>st</sup> reading)*
  - d. Bill No. 4093 An Ordinance amending Ordinance No. 3154A approving a petition for Voluntary Annexation filed by TriStar Companies regarding certain property contiguous and compact to the City of Pacific, Missouri, and generally located at 2130 Old Gray Summit Road annexing said property into the City. *(1<sup>st</sup> reading)*

11. Consideration of Bills Previously Introduced

- a. Bill No. 4088 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific (First Baptist Church of Allenton Hts.) (2<sup>nd</sup> reading)
- b. Bill No. 4089 An Ordinance to authorize the Mayor to execute an Agreement between the City of Pacific, Missouri and the Missouri Highway and Transportation Commission providing for construction of Highway N Phase 4 Improvements, Federal Project No. 5419(613) (2<sup>nd</sup> reading)

12. New Business

- a. Resolution No. 2020-08 A Resolution amending the City of Pacific Fiscal Year 2020 Budget to provide for adjustment to certain revenues and expenditures as authorized by the Board of Aldermen.
- b. Resolution No. 2020-09 A Resolution authorizing the destruction of certain City of Pacific Building Department records as provided for pursuant to the Missouri Law.

13. Unfinished Business

14. City Administrator Report

- a. RFP results Voluntary Flood Buyout Program Property Appraisals
- b. RFP results Voluntary Flood Buyout Program Title Work
- c. Encroachment Agreements Phillips 66 pipeline
- d. 2020 Project List

15. Director of Community Development Report

16. Public Works Commissioner Report

- a. Sewer backwater valve considerations

17. City Attorney Report

18. Miscellaneous

- a. Approve Pay Application 1, KJ Unnerstall Construction, Highway OO Water Main, \$103,465.80
- b. Approve the list of bills.

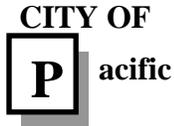
19. Reports of City officials

- a. Alderman Nemeth
- b. Alderman Adams
- c. Alderman Rahn
- d. Alderman Gass
- e. Alderman Johnson
- f. Alderman Stotler
- g. Chief Mansell
- h. Collector Kelley

20. 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.





February 4, 2020 \* RECORD OF PROCEEDINGS

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

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**T**he meeting was called to order at 7:00 p.m. by President of the Board Adams.

Alderman Adams stated Mayor Myers was out this evening with his father and wished them well. He has also spoken with Alderman Johnson who is absent this evening but expects she will be at the next meeting.

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth  
Alderman Adams  
Alderman Rahn  
Alderman Gass  
Alderman Stotler

A quorum was present.

Also present:

Administrator Roth  
Attorney Jones  
Chief Mansell  
Collector Kelley  
Director of Economic Development  
City Clerk Barfield

**Pledge of Allegiance**

The Pledge of Allegiance is given.

**Prayer**

Ministerial Alliance, Tim Reeves offered prayer this evening. He stated there are 13 churches in the Alliance now, and they are also growing.

**Approve Agenda**

Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve the agenda. A voice vote was taken with an affirmative result. Acting President of the Board Adams declared the motion carried.

Board of Aldermen 2-4-20

## Minutes

### A. Regular meeting on January 21, 2020.

Motion made by Alderman Gass, seconded by Alderman Stotler to approve the minutes of the regular meeting on January 21, 2020. A voice vote was taken with an affirmative result and Acting President of the Board Adams declared the motion carried.

### B. Special meeting on January 27, 2020

Motion made by Alderman Rahn, seconded by Alderman Stotler to approve the minutes of the special meeting on January 27, 2020. A voice vote was taken with an affirmative result and Acting President of the Board Adams declared the motion carried.

## Mayor's Report

Franklin County Humane Society – Acting President of the Board Adams stated there is a request from the Franklin County Humane Society to use the board room on February 12, 2020 from 1pm to 3pm. Motion made by Alderman Gass, seconded by Alderman Stotler to approve the request. A voice vote was taken with an affirmative result and Acting President of the Board Adams declared the motion carried.

## Public Participation

Acting President of the Board Adams stated there were no speaker cards this evening.

## New Bills

### **Bill No. 4088 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific (First Baptist Church of Allenton Hgts) (1<sup>st</sup> reading)**

As posted pursuant to the ordinance, Acting President of the Board Adams read Bill No. 4088 for the first reading by title only.

### **Bill No. 4089 An Ordinance to authorize the Mayor to execute an Agreement between the City of Pacific, Missouri and the Missouri Highway and Transportation Commission providing for construction of Highway N Phase 4 Improvements, Federal Project No. 5419(613) (1<sup>st</sup> reading)**

As posted pursuant to the ordinance, Acting President of the Board Adams read Bill No. 4089 for the first reading by title only.

## Consideration of Bills Previously Introduced

### **Bill No. 4085 An Ordinance amending the Fiscal Year 2019-2020 Budget and Wage and Salary Schedule for appointed officials and employees of the City of Pacific (2<sup>nd</sup> reading)**

As posted pursuant to the ordinance, Acting President of the Board Adams read Bill No. 4085 by title only for the second reading. Acting President of the Board Adams asked for any discussion. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Gass, Alderman Stotler. Nays: None. Whereupon, Acting President of the Board Adams

declared **Bill No. 4085 passed and becomes Ordinance No. 3169.**

**Bill No. 4086 An Ordinance providing for the approval of a Final Plat of Riverbend Heights Subdivision Plat 1, a tract of land zoned “R-1B” Single-Family District located at or about 2050 Highway N (Congress Street) Franklin County Parcel ID# 19-6-14.0-0-099-034.000 in the City of Pacific. (2<sup>nd</sup> reading)**

As posted pursuant to the ordinance, Acting President of the Board Adams read Bill No. 4086 by title only for the second reading. Acting President of the Board Adams asked for any discussion. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Gass, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon, Acting President of the Board Adams declared **Bill No. 4086 passed and becomes Ordinance No. 3170.**

**Bill No. 4087 An Ordinance approving a petition for Voluntary Annexation filed by Kathleen G. Vitale, Joseph C. Vitale and Vitale Farms, LLC, regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 5875, 5893, 5881 Lost Hill Lane and 18800 Franklin Road; annexing said property to the City (2<sup>nd</sup> reading)**

As posted pursuant to the ordinance, Acting President of the Board Adams read Bill No. 4087 by title only for the second reading. Acting President of the Board Adams asked for any discussion. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Gass, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: none. Whereupon, Acting President of the Board Adams declared **Bill No. 4087 passed and becomes Ordinance No. 3171.**

### **New Business**

**Resolution No. 2020-04 A Resolution authorizing and directing the Mayor to execute an agreement with SC Engineering, LLC dba Cochran for professional services relating to Preliminary Engineering and Construction Inspection of Denton Road Bridge Replacement Project, Federal Project No. STP 5419(612), TIP# 6914-20.**

As posted pursuant to the ordinance, Acting President of the Board Adams read Resolution No. 2020-04 by title only. Acting President of the Board Adams asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Gass to approve Resolution No. 2020-04. A voice vote was taken with an affirmative result, and Acting President of the Board Adams declared the motion carried.

**Resolution No. 2020-05 A Resolution accepting the dedication of the Public Right-of-Way known as Longview Meadows Drive, Longview Meadows Subdivision, and authorizing certain actions thereto.**

As posted pursuant to the ordinance, Acting President of the Board Adams read Resolution No. 2020-05 by title only. Acting President of the Board Adams asked for any discussion. Alderman Gass asked if this was different than before. Administrator Roth stated this specifies 50’ minimum of right-of-way, the plat didn’t do that. Attorney Karr was consulted (in Attorney Jones absence) and she recommended a deed of dedication. Motion made by Alderman Gass, seconded by Alderman Rahn to approve Resolution No. 2020-05. A voice vote was taken with an affirmative result, and Acting President of the Board Adams declared the motion carried.

**Resolution No. 2020-06 A Resolution accepting a Flood Mitigation Assistance Grant Program Agreement by and between the City of Pacific and the Missouri State Emergency**

**Management Agency (Federal project # FMA-PF-07-MO-2018-002 and authorizing execution of certain documents in connection with said grant award.**

As posted pursuant to the ordinance, Acting President of the Board Adams read Resolution No. 2020-06 by title only. Acting President of the Board Adams asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve Resolution No. 2020-06 by title only. A voice vote was taken with an affirmative result, and Acting President of the Board Adams declared the motion carried.

**Resolution No. 2020-07 A resolution authorizing and directing the Mayor to execute an Agreement for Professional Services with Midwest Pool Management of America, LTD., for management and operation of the City of Pacific Municipal Pool.**

As posted pursuant to the ordinance, Acting President of the Board Adams read Resolution No. 2020-07 by title only. Acting President of the Board Adams asked for any discussion. Administrator Roth stated typically this goes thru the Park Board first. He has spoken with Heather, and she agreed it needed to move forward. He wants them to review the hours of operation. With the new state law, we could stay open until August 23rd, making for a longer pool season. Motion made by Alderman Stoter, seconded by Alderman Rahn to approve Resolution No. 2020-07. A voice vote was taken with an affirmative result and Acting President of the Board Adams declared the motion carried.

**City Administrator Report**

A. FY 2019 Financial Report

Administrator Roth stated Hochschild Bloom submitted the audit, and then City Clerk Barfield submitted to the State as required. In general, this is a positive report. The balances are all good and the water fund is on the rebound since rates were increased and the bond debt has decreased. There were 4 recommendations and those were for policies, which we will be working towards and our intention is to have them done before June 30<sup>th</sup>. He stated that much of the credit goes to Kim and the staff and she does a good job with the finances.

B. Streetlights request, Longview Meadows subdivision

Administrator Roth stated in the packets was the request to have streetlights waived. Alderman Gass thought they needed some kind of plan. The requirement is every 350'. Alderman Rahn agreed. Alderman Nemeth suggested adjusting the light to keep the country feel, but he didn't think it should be eliminated at all. Alderman Gass suggested every 400'. Administrator Roth stated our code don't provide for the submittal of a lighting plan, but it does give footage. Chief Mansell stated lights help keep trouble out, but he would like to see clear addresses. Thomas Douglas, Tri-Star stated these are large lots, and they want to preserve the country feel as much as they can. He would like to avoid doing this. Acting President of the Board Adams stated that it seems the census of the Board is willing to work with you when it comes to the distance.

C. BigFoot & Hogan Stormwater Project

Administrator Roth stated both these projects are out to bid and open on February 27, 2020.

D. HVAC

Administrator Roth stated there were emergency expenses to the HVAC system. The rooftop unit failed, and expenses were authorized under this. There has been no maintenance agreement on the system, once we get it to an acceptable point, he will be bringing an agreement to the Board. The system has not been well maintained, and staff can only do the preliminary light work.

There is no Planning and Zoning meeting next week. The next meeting will be on February 25, 2020 which Bryan Kopp will be at.

### **Director of Community Development Report**

Director Kopp thanked everyone for the opportunity and thought this was a great growing City. He has been busy understanding the current practices. Code Enforcement has written 20 violations notices regarding derelict vehicles, 321 Highland has been cited, they are evaluating the permit processing procedures including occupancy permits, setting goals for the staff and to update to the 2018 Building Code.

### **City Attorney Report**

Attorney Jones stated that Chief Mansell brought to him some changes to the Federal and State Law regarding the use and sale of tobacco products. The President has signed a bill raising the age to 21 for tobacco products. The code needs updated with new ordinances. There has also been a constitutional amendment for medical marijuana and changes to the code need to be done for those also. Motion made by Alderman Gass, seconded by Alderman Nemeth for Attorney Jones to bring back the ordinances necessary to update the code. A voice vote was taken with an affirmative result.

### **Miscellaneous**

- a. Approve Special Events Permit, St. Patrick's Day Parade, March 14

Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve the Special Events Permit for the St. Patrick's Day Parade on March 14<sup>th</sup>. A voice vote was taken with an affirmative result.

- b. Approve use of council room on Wednesday, March 4, 2020 for Silver Lakes Homeowners Association.

Motion made by Alderman Rahn, seconded by Alderman Nemeth to approve the use of the council room on Wednesday, March 4, 2020 for Silver Lakes Homeowners Association. A voice vote was taken with an affirmative result.

### **REPORTS OF CITY OFFICIALS**

Alderman Nemeth – Stated the Eagles is having a BBQ on February 28, 2020 in support of the lunches for Meramec Valley School District. They also asked if the event could be added to the electronic sign. Administrator Roth stated he thought it could as it was a non-profit organization.

Alderman Adams – Requested an update on the projects. Administrator Roth stated he is trying to provide that for the next meeting.

Alderman Rahn – Welcomed Bryan and stated he would not be at the next board meeting or the planning and zoning meeting.

Alderman Gass – stated that Chief Mansell had a stop sign request and asked the Chief if that was his recommendation. Chief stated he thought a couple would help. There was further discussion about stop signs at Neosho at W. Union and Elm at W. Union. **Motion made by Alderman Rahn, seconded by Alderman Gass to install a stop sign on Neosho stopping southbound, and on Elm southbound. A voice vote was taken with an affirmative result and Acting President of the Board Adams declared the motion carried.**

Alderman Gass stated there is also a yard at Union & Third St. on the corner that has a large hole that has been there many months. Administrator Roth will look into this.

Alderman Stotler – No report.

City Clerk Barfield – No report.

Chief Mansell – stated he has been applying for grants, and has been awarded a grant for Rapid ID, computers for the cars, and the license plate reader, which the reader automatically reads license plates going down the road.

Chief Mansell – stated we lost a veteran officer, Mark Becker. He worked in the Detective Bureau and was the Assistant Chief for some time. His services are on Saturday. A Moment of Silence was taken in his memory.

Collector Kelley – No report.

Fred Thatcher, (audience) stated he was the relator for Longview Meadows Subdivision, which requested the streetlight waiver. He stated he has been in Franklin County since 1979. In the first 2 weeks they have sold 6 lots. The biggest question they get is “will there be streetlights” because people don’t want them so they can keep the country feel. They have told them “they don’t think so”. Most lots have 250’ of frontage. The concern is to keep the country feel they would rather use up-lighting verses Ameren’s heavy-duty lights. He asked if the Board would consider lighting the mailboxes or some kind of different plan that they could bring back for discussion. Alderman Nemeth thought the Board could look at different solutions, since this was not a conventional subdivision. Board members agreed. Alderman Adams also suggested obtaining input from the other first responders for their input.

### ADJOURNMENT

Motion made by Alderman Nemeth, seconded by Alderman Rahn to adjourn. A voice vote was taken with an affirmative result and Acting President of the Board Myers declared the motion carried.

The meeting adjourned at 7:50 p.m.

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Steve Myers, Mayor

ATTEST:

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City Clerk

# MEMORANDUM

Steve Roth  
City Administrator

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

February 14, 2020

**TO: Mayor and Board of Aldermen**  
**RE: City Administrator report, 2-18-20 Board of Aldermen meeting**

Hello everyone,

Please note the following with respect to agenda items and other information for the February 4 meeting.

- 1. Bill to Establish Stop Signs, Neosho and Elm.** The City Attorney drafted this ordinance following discussion at the Feb. 4 meeting.
- 2. Bill Amending Municipal Code, Controlled Substances.** The City Attorney drafted this ordinance in light of recent changes in Missouri law relating to marijuana and other controlled substances. Mr. Jones can speak to these changes at the meeting if desired.
- 3. Bill Amending Municipal Code, Tobacco sales.** The City Attorney drafted this bill after discussion with Chief Mansell over recent changes in St. Louis County ordinance and federal law relating to tobacco sales. The basic effect of this ordinance is to prohibit tobacco product sales to persons under the age of 21.
- 4. Bill to Provide for Longview Meadows Streetlights.** This bill provides for three streetlights in the Longview Meadows subdivision, with additional lights subject to Homeowner's Association review and approval. This bill is the product of a meeting Feb. 13 with the subdivision developer (Tri-Star Properties) and various City officials.
- 5. Bill 4088, Boundary Adjustment, First Baptist Church of Allenton Heights.** This bill accepts a Boundary Adjustment for this property, located just east of the Missouri Eastern Correctional Center on Route 66. Water and sewer services recently were extended to the church building. I have not heard any public comment on this bill since it was first read Feb. 4.
- 6. Bill 4089, to Accept Program Agreement, Highway N Phase 4.** The bill accepts an agreement with Missouri Highways and Transportation Commission for the "Highway N Phase 4" improvements. This bill was given a first reading Feb. 4 and is scheduled for a second reading here. The total project cost is \$1,071,960, with the federal not-to-exceed set at \$857,568 (Section 12.A of the agreement). The City is responsible for all costs over this figure. The agreement is in the standard MoDOT form and we would not note any objections. The project schedule is for engineering to begin in 2020, with construction scheduled for 2022. We do not anticipate any right-of-way or easement acquisition for this project. Assuming Board approval, we would intend to select engineering services in the fairly near timeframe, and ideally would like to be out for bid with the project by late 2021, or early 2022.
- 7. Resolution 2020-08, FY 20 Budget Amendments.** This Resolution gives approval to a range of amendments to the FY 2020 budget. Most of these amendments deal with increased personnel costs

from the 2019-20 Health Insurance plan adoption, and the Salaries and Wages increase authorized in December. Other amendments reflect expenditures that were previously authorized by the Board but not incorporated into the budget by amendment. Finally, there are some amendments which request additional spending authority based on anticipated needs in the coming months. A summary of these is as follows:

- 11-42-204-00 Building Abatement; \$10,000 additional requested for 1916 Rose Lane demolition
- 11-42-257-00 Code Enforcement Professional Improvement; \$2,000 additional requested for staff trainings and memberships
- 11-42-278-20 Code Enforcement General Supplies; \$2,000 additional requested for needed supplies, including 2018 ICC code books necessary for adoption.
- 11-60-206-00 General Government Computer software; \$25,000 additional requested for necessary IT upgrades.
- 23-53-540-20 Transportation; \$45,000 additional for Lisa Lane project
- 41-80-430-10 Highway OO water main; \$95,000 additional to reflect actual contract award

The Board should understand that the various increased expenditures in these amendments are all offset by increased revenues and / or cuts in expenditures in other areas. **The budget in total is balanced.** This of course is a good thing and is confirmation of our ability to incorporate the recent increased personnel expenditures (health insurance and pay) into our budgets.

The one impact may be our ability to fund major capital projects with existing revenue streams. I have not developed a revised capital improvements budget for the coming construction season but expect to bring that information to the Board at the March meetings.

**8. Resolution to Authorize Destruction of Certain Building Department records.** This Resolution authorizes the destruction of various Building Department records, as provided for pursuant to Missouri law. The Community Development Director compiled this information, subject to review to the City Clerk, City Attorney and myself, all of whom concur. The Department currently has numerous files which are no longer needed and which can be disposed of. Mr. Kopp can speak to this in more detail at the meeting if desired. The Board should note that the Resolution specifically provides that all construction plans be retained by the City, either in paper or digital form.

**9. RFP results, Voluntary Flood Buyout Program property appraisals and title work.** We published an RFP for these services in January; proposals were opened Feb. 13. A summary is below; copies of the full submittals are included in the packet. We are requesting Board approval of the Landmark Appraisal Co. proposal for the property appraisals, and would tentatively recommend Hillsboro Title for the title work. However, please note that the title work pricing is very tight and we want to verify all pricing and fees before making a final recommendation. We also will need concurrence of Missouri State Emergency Management Agency as a condition of any approval. I will provide updated information to the Board at the meeting.

In summary then we would request two separate authorizations, one for the Property Appraisals and the second for the Title Work. We recommend Landmark Appraisal Co. for the Property Appraisals, with a final recommendation on the Title Work to be presented at the meeting.

### Flood Buyout Property Appraisals

Bidder	Residential Structure	Non-residential structure	Vacant lot
Landmark Appraisal Company	\$350.00	\$1,200.00	\$300.00
Integra Realty Resources	\$1,750.00	\$1,950.00	\$1,250.00

### Flood Buyout Title Work

Bidder	Title Search	Closing Fee	Title Commitment	Title Insurance	Preparation of Warranty Deed	\$100 K purchase price cost
Hansen Title	\$200.00	\$200.00	\$350; up to \$200K purchase price; \$450, up to \$500K purchase price	Varies; \$2.60 per thousand up to \$100K; \$3.40 per thousand from \$100K to \$5M	\$50.00	\$1,060.00
Security Title	\$175 residential; \$250 commercial	\$350.00	\$350 residential; \$500 commercial	Varies; \$275 to \$495 between \$50 and \$100K; see chart for add'l	\$0 / included in closing fee	\$1,370.00
Franklin County Title	\$175.00	\$450.00	Included in title search and exam	\$3 per \$1,000	\$0 / included in closing fee	\$925.00
Hillsboro Title	Varies; \$484.20 for \$100K purchase	\$275.00	Included in title search and exam	Varies; \$130.80 for \$100K purchase	\$0.00	\$890.00* (pending verification)

**10. Encroachment agreements, Phillips 66 pipeline.** Phillips 66 has forwarded two encroachment agreements for two City projects that will cross their pipelines (Bigfoot Plaza and Lisa Lane extension). I have forwarded the agreements to the City Attorney for review. The agreements give Phillips 66 broad rights to their pipelines and essentially would permit them to excavate and / or destroy our facilities if necessary to maintain their pipelines. We feel this eventuality is unlikely but the Board should understand that the possibility does exist. The City Attorney can speak further to the details of the agreements at the meeting.

**11. 2020 Project List.** The Board previously had requested an update on the various projects we are currently working on. The updated Project List is included as an attachment to this report. There are 57 projects on this list; this number alone gives an indication of how full the current workload is. These projects of course are not all infrastructure or capital improvement projects, but also include Municipal Code / Zoning Code / Personnel policies / Budget work, and other programs and initiatives that are either in the current FY budget or have been subject to certain planning and discussion. It is of course a concern that we have adequate staffing to deal with all these projects in an effective manner. I would like to give a brief update on each project on the list at the meeting, and then open the floor for Board questions and comments.

**12. Sewer backflow valve ordinance.** This is an agenda item under the Public Works Commissioner report. He is recommending certain changes to our current policy, and I would generally concur. Pending further Board discussion, we would request direction to provide an amended policy / ordinance for Board consideration at an upcoming meeting.

**13. Bigfoot Plaza / Hogan Storm Water improvements.** I would note that both of these projects are now out for bid, with bid openings scheduled for Feb. 27. The bid notices are on our website under Services: Bid Opportunities. We would hope to have recommendations of award for each project at the March 3 Board of Aldermen meeting.

**14. Information items.**

- **Planning and Zoning Commission meeting Feb. 25.** The Community Development Director and I plan to present a list of recommendations for updates to the City's Zoning and Land Subdivision Code at this meeting.
- **Bigfoot Plaza / Hogan Storm Water improvements.** Bids for both projects will be opened on Feb. 27; we would hope to provide recommendations for award at the March 3 Board meeting.
- **New digital welcome sign.** We have forwarded the new sign plan to MoDOT and are awaiting review and approval before we place the sign order.
- **Missouri Municipal League Legislative conference.** The Mayor and I attended this two-day conference Feb. 11 and 12 in Jefferson City. This was an excellent event and gave us the opportunity to meet directly with Sen. Dave Schatz, Rep. Dottie Bailey and many other state and local officials. Top municipal issues include the "Wayfair" bill (Internet sales tax) which may be headed toward a resolution in this session. The issue has many nuances but in our view is a basic fairness issue (why should online retailers be exempt from sales tax when our local brick and mortar stores are not). Lt. Gov. Mike Kehoe was one of the featured speakers and his idea is to call it the "Main Street Fairness Act," which I for one would certainly support. There were many other topics of discussion, including a need for cities to adopt regulations governing "AirBnBs" or else potentially be pre-empted by Missouri law. This will be a topic of conversation at the Feb. 25 Planning and Zoning Commission meeting.

Respectfully submitted,



Steve Roth  
City Administrator

**Project List updated Feb 13 2020**

No.	Item	Status	Assignment / PM
1	Preventive Pavement Maintenance project 2020	Meeting with Cochran Feb 20; recommendations to Board Mar 20	Steve / Bryan
2	Riverwalk trail project	Need design consultant	Steve
3	Jensen Pt electric	Ameren contract / need conduit run	Robert / Bryan
4	CID dissolutions	Viaduct complete / others pending	Steve
5	Surplus property sales	Pending	Robert
6	Park Superintendent hiring	Pending	Steve
7	IT managed services	Ongoing; City Hall network next major project	Steve / Bryan / Kim
8	Brush Creek SD	Preliminary Engineering Report due Feb 2020	Steve / Robert
9	WWTF blower replacement	Under contract; Blowers in fabrication	Robert
10	Candlewick Lane Phase 1	Nearing closeout	Steve
11	Lift 5 easements	Pending	Robert
12	Lift 2 study	PER due late Feb 2020	Steve / Robert
13	NB West water main extension	Nearing completion	Robert
14	HMGP 18 flood buyout	Appraisals and title work scheduled for award Feb 18 BOA meeting	Steve / Bryan
15	MIRMA health	Ongoing	Steve
16	Main Street program	Ongoing	Steve / Bryan
17	Denton Rd Bridge	Engineering contract pending MoDOT approval	Steve / Robert
18	Highway N Phase 4	Engineering selection summer 2020	Bryan / Steve
19	Red Cedar	Design contract complete; pending grant writing report	Steve / Bryan
20	Bigfoot Plaza	Bid opening Feb 27	Bryan
21	Building Dept software	Pending / Budget	Bryan
22	Upgraded Digital Welcome sign	Pending MoDOT review / approval	Steve
23	Cemetery mapping	Phase 1 data collection complete; Phase 2 mapping contract March 20	Bryan
24	Highland St building	Notices sent Jan 20	Bryan
25	Rose Lane demo	Pending County plat exhibit / QC deed	Bryan / Steve
26	Code enforcement program	Ongoing / Further information brought to Board in spring, 2020	Bryan
27	Zoning Code updates	Recommendations to P-Z Feb. 25	Steve / Bryan
28	Newsletter	Ongoing / next deadline March 10	Steve
29	Hwy OO water main	Under construction	Robert
30	Lisa Lane extension	Under contract	Robert / Bryan
31	East Union street water main connections	Pending	Robert
32	Hogan Sub Storm Water	Bid opening Feb 27	Robert / Steve
33	222 N First / MoDOT cost share	Pending	Bryan
34	PWSD 3 agreement / Outstanding bill	Pending	Steve
35	Red Cedar Park site improvements	Under contract to Dan Rahn; pending P-lves work	Bryan / Steve
36	Viaduct St sidewalks	Under contract; awaiting MoDOT approval	Bryan

37	Mobile Homes occupancy / zoning issues	Pending	Steve / Bryan
38	Televised meetings	Pending other IT work / spring 2020	Steve
39	Rodeo agreement	Committee under consideration	Steve / Kim
40	CIPP / manhole rehabilitation	Under contract / Insituform	Robert
41	Personnel manual updates	Pending / MIRMA	Steve
42	Phone system upgrades	Pending / ArchTech	Steve
43	Health personnel policies update	Pending / to be combined with Personnel Manual updates	Steve
44	FMA 18	Nearing closeout	Steve
45	FMA 19	New award; Bryan attending orientation Feb. 19	Bryan / Steve
46	CDBG 20 flood buyout grant	MRPC handling; pending	Steve
47	Rte 66 mural	Pending / committee	Bryan / Steve
48	Pool work / 2020 season	Under contract / Westport	Robert / Steve
49	Industrial Drive Phase 2 storm	Under contract / Cochran	Steve / Robert
50	Osage Water main relocation	Under contract / CM Archer	Robert
51	Parks master planning	Under contract / Next public forum late March	Steve
52	Storm water master planning	Under contract / kick-off pending	Steve / Bryan
53	2018 ICC code adoption	Target late summer / fall 2020	Bryan
54	DR 4317 closeout (2017 flood)	Nearing closeout	Steve / Robert
55	DR 4250 closeout (2105 flood)	Pending; nearing closeout	Steve / Robert
56	Financial policies adoption	Audit recommendation; pending	Steve / Kim
57	FY 21 Budget development	Department heads requests due end of March	Steve / Kim

**BILL NO. 4090**

**ORDINANCE NO. \_\_\_\_\_**

**SPONSOR: \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING NEW STOP SIGNS ON NEOSHO ST AND ELM ST AT E. UNION ST.**

**WHEREAS**, the Board of Aldermen has determined that public health and safety require new stop signs at the intersections described herein.

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

Section 1: Title III, Schedule I, Table 1-A of the Code of Ordinances of the City of Pacific shall be amended by adding the following thereto:

<b>Street</b>	<b>Direction of Traffic Stopping</b>
Neosho Street	Stop Sign- Southbound traffic at its intersection with E. Union Street.
Elm Street	Stop Sign- Southbound traffic at its intersection with E. Union Street.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**ATTEST:**  
  
\_\_\_\_\_  
City Clerk



BILL NO. 4091  
SPONSOR: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY OF PACIFIC, MISSOURI'S MUNICIPAL CODE REGARDING CONTROLLED SUBSTANCES.**

**WHEREAS**, the Chapter 220 of the City of Pacific's Municipal Code establishes violations related to controlled substances including marijuana; and

**WHEREAS**, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of medical marijuana; and

**WHEREAS**, changes in state law (2014 SB 491, HB 1371 and 2016 SB 624) require parallel revisions to the City of Pacific's ordinances; and

**WHEREAS**, the City's Municipal Code needs to be amended to conform to such constitutional and legislative changes;

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

**Section 1.** Chapter 220 of the Code of Ordinances of the City of Pacific shall be revised to read as follows:

**Section 220.010 Possession of An Imitation Controlled Substance.**

A person commits the offense of possession of an imitation controlled substance if he or she knowingly possesses or delivers an imitation controlled substance as defined by Chapter 195, RSMo.

**Section 220.020. Possession of A Controlled Substance.**

A person commits the offense of possession of a controlled substance if he or she knowingly possesses or delivers a controlled substance, except as authorized by Article XIV, Section 1 of the Missouri Constitution, or Chapter 195 or Chapter 579, RSMo. In any complaint, information, action or proceeding brought for the enforcement of this Section, it shall not be necessary to include any exception, excuse, proviso or exemption contained in this Code or Article XIV, Section 1 of the Missouri Constitution or Chapter 195 or Chapter 579, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant. Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1, subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or

political subdivision thereof.

**Section 210.030. Limitations on Possession and Sale of Methamphetamine Precursor Drugs.**

A. A person commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:

1. Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, in a total amount greater than nine grams to the same individual within a thirty-day period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or
2. Purchases, receives, or otherwise acquires within a thirty-day period, other than pursuant to a lawful transaction by a pharmacy with its suppliers, any number of packages of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than nine grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or
3. Purchases, receives, or otherwise acquires within a twenty-four-hour period, other than pursuant to a lawful transaction by a pharmacy with its suppliers, any number of packages of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than three and six-tenths grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or
4. Dispenses or offers drug products that are not excluded from Schedule V in subsection 17 or 18 of Section 195.017, RSMo., and that contain detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, without ensuring that such products are located behind a pharmacy counter where the public is not permitted and that such products are dispensed by a registered pharmacist or pharmacy technician under Subsection 11 of Section 195.017, RSMo.; or
5. Holds a retail sales license issued under Chapter 144, RSMo., and knowingly sells or dispenses packages that do not conform to the packaging requirements of Section 195.418, RSMo., except that any person who violates the packaging requirements of Section 195.418, RSMo., and is considered the general owner or operator of the outlet where ephedrine, pseudoephedrine, or phenylpropanolamine products are available for sale shall not be penalized if he or she documents that an employee training program was in place to provide

the employee who made the unlawful retail sale with information on the State and Federal regulations regarding ephedrine, pseudoephedrine, or phenylpropanolamine.

B. A pharmacist, intern pharmacist, or registered pharmacy technician commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:

1. Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers, in a total amount greater than three and six-tenth grams to the same individual within a twenty-four-hour period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or

2. Sells, distributes, dispenses or otherwise provides to an individual under eighteen years of age without a valid prescription any number of packages of any drug product containing any detectable quantity of pseudoephedrine, its salts, isomers, or salts of optical isomers, or ephedrine, its salts or optical isomers, or salts of optical isomers.

3. A person commits the offense of unlawful marketing of ephedrine or pseudoephedrine if he or she knowingly markets, sells, distributes, advertises, or labels any drug product containing ephedrine, its salts, optical isomers and salts of optical isomers, or pseudoephedrine, its salts, optical isomers and salts of optical isomers, for indication of stimulation, mental alertness, weight loss, appetite control, energy or other indications not approved under the pertinent Federal over-the-counter drug Final Monograph or Tentative Final Monograph or approved new drug application.

4. A person commits the offense of possession of methamphetamine precursors if he or she knowingly possesses one or more chemicals listed in Subsection 2 of Section 195.400, RSMo., reagents, solvents, or any other chemicals proven to be precursor ingredients of methamphetamine or amphetamine, as established by expert testimony, with the intent to manufacture, compound, convert, produce, process, prepare, test, or otherwise alter that chemical to create a controlled substance or a controlled substance analogue in violation of Chapter 579, RSMo., or Chapter 195, RSMo. Possession of more than twenty-four grams of ephedrine or pseudoephedrine shall be prima facie evidence of intent to violate this Subsection. This Subsection shall not apply to any practitioner or to any product possessed in the course of a legitimate business.

**Section 220.040. Unlawful Possession of Drug Paraphernalia.**

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses or possesses with intent to use drug paraphernalia as defined by Chapter 195, RSMo., to plant, propagate, cultivate, grow, harvest,

manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance as defined by or an imitation controlled substance as defined by Chapter 195, RSMo., in violation of Chapter 195 or Chapter 579, RSMo. Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1, subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.

**Section 220.050. Prohibited Acts.**

It is an offense for any person to distribute, deliver, or sell, or possess or manufacture with intent to distribute, deliver or sell, drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance or imitation controlled substance in violation of Chapter 195 or Chapter 579, RSMo. Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1, subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.

**Section 220.060. Inhalation or Inducing Others to Inhale Solvent Fumes to Cause Certain Reactions, Prohibited — Exceptions.**

No person shall intentionally smell or inhale the fumes of any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite and propyl nitrite and their iso-analogues or induce any other person to do so for the purpose of causing a condition of, or inducing symptoms of, intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of senses or nervous system, or for the purpose of, in any manner, changing, distorting or disturbing the audio, visual or mental processes; except that this Section shall not apply to the inhalation of any anesthesia for medical or dental purposes.

**Section 220.070. Inducing, Or Possession with Intent to Induce, Symptoms by Use of Solvents and Other Substances, Prohibited.**

A. As used in this Section "alcoholic beverage vaporizer" means any device which, by means of heat, a vibrating element, or any method is capable of producing a breathable mixture containing one (1) or more alcoholic beverages to be dispensed for inhalation into the lungs via the nose or mouth or both.

B. No person shall intentionally or willfully induce the symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses or nervous system, distortion of audio, visual or mental processes by the use or abuse of any of the following substances:

1. Solvents, particularly toluol;
2. Ethyl alcohol;
3. Amyl nitrite and its iso-analogues;
4. Butyl nitrite and its iso-analogues;
5. Cyclohexyl nitrite and its iso-analogues;
6. Ethyl nitrite and its iso-analogues;
7. Pentyl nitrite and its iso-analogues; and
8. Propyl nitrite and its iso-analogues.

C. This Section shall not apply to substances that have been approved by the United States Food and Drug Administration as therapeutic drug products or are contained in approved over-the-counter drug products or administered lawfully pursuant to the order of an authorized medical practitioner.

D. No person shall intentionally possess any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite and propyl nitrite and their iso-analogues for the purpose of using it in the manner prohibited by Section 220.060 and this Section.

E. No person shall possess or use an alcoholic beverage vaporizer.

F. Nothing in this Section shall be construed to prohibit the legal consumption of intoxicating liquor.

**Section 220.080. Possession or Purchase of Solvents to Aid Others in Violations of Sections 220.060 to 220.070.**

No person shall intentionally possess, buy, sell or transfer any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite and propyl nitrite and their iso-analogues, for the purpose of inducing or aiding any other person to violate the provisions of Sections 220.060 and 220.070 hereof.

**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. 4092

ORDINANCE NO. \_\_\_\_\_

SPONSOR: \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY OF PACIFIC, MISSOURI'S MUNICIPAL CODE REGARDING DISTRIBUTION OF TOBACCO AND TOBACCO PRODUCTS.**

**WHEREAS**, Section 210.460 of the City of Pacific's Municipal Code establishes violations related to distribution of tobacco and tobacco products to persons under the age of 18; and

**WHEREAS**, St. Louis County adopted Ordinance No. 26522 in 2016, raising the age for purchasing tobacco products and electronic smoking devices from 18 years of age to 21 years of age. The St. Louis County Code provides that Sections 602.300 through 602.370 (wherein Ordinance No. 26522 was codified) shall apply throughout St. Louis County, except within cities having both a population of 75,000 or more and an organized health department; and

**WHEREAS**, on December 20, 2019 President Donald Trump signed legislation raising the federal age to buy tobacco products from 18 to 21; and

**WHEREAS**, because the St. Louis County Ordinance and Federal law supersede state and local laws, the City's Municipal Code needs to be amended to conform to such legislative change;

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

**Section 1.** Section 210.460 of the Code of Ordinances of the City of Pacific shall be revised to read as follows:

**Section 210.460. Distribution of Tobacco and Tobacco Products to Persons Under Twenty-One Years of Age — Prohibited.**

A. It shall be unlawful for any person to engage in tobacco product distribution to persons under twenty-one (21) years of age.

B. A person selling tobacco products, rolling papers, cigarette wrappers or distributing tobacco product samples shall require proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that such prospective purchaser or recipient may be under the age of twenty-one (21).

C. If a sale of tobacco or tobacco products is made by an employee or an owner of an establishment in violation of this Section, the employee shall be guilty of violating this Section. If a vending machine is used in violation of Subsection (A) of this Section, the owner of the establishment shall be guilty of violating this Section. If a sample is distributed by an employee of a company conducting the sampling, such employee shall be guilty of violating this Section.

D. Reasonable reliance on proof of age or on the appearance of the purchaser or recipient shall be a defense to any action for a violation of this Section. No person shall be liable for more than one (1) violation of this Section on any single day.

E. No person less than twenty-one (21) years of age shall purchase, attempt to purchase or possess cigarettes or other tobacco products unless such person is an employee of a seller of cigarettes or tobacco products and is in such possession to effect a sale in the course of employment or as otherwise expressly permitted by State law.

F. Any person less than twenty-one (21) years of age shall not misrepresent his or her age to purchase cigarettes or tobacco products.

**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. 4093  
SPONSOR: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NUMBER 3154A APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY TRISTAR COMPANIES REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE CITY OF PACIFIC, MISSOURI, AND GENERALLY LOCATED AT 2130 OLD GRAY SUMMIT ROAD ANNEXING SAID PROPERTY INTO THE CITY.**

**WHEREAS**, the Board of Aldermen adopted Ordinance 3154A on October 1, 2019, approving a voluntary annexation filed by TriStar Companies; and

**WHEREAS**, Ordinance 3154A included an Annexation Agreement that provided for specific site development issues for Longview Meadows Subdivision, previously approved by Franklin County.

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

**Section 1.** Ordinance 3154A shall be amended to include a limited waiver of the streetlight requirements of the Pacific Code of Ordinances, upon the following conditions:

- a. Three streetlights required for Longview Meadows Subdivision: Entrance, midpoint and cul-de-sac.
- b. Additional streetlights may be installed subject to Homeowner’s Association review and cost participation.

**Section 2.**

This Ordinance shall be in full force and effect from and after approval and recording of the subdivision plat by Franklin County, Missouri.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**ATTEST:**  
  
\_\_\_\_\_

City Clerk

**BILL NO. 4088**

**ORDINANCE NO. \_\_\_\_\_**

**SPONSOR: \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR A BOUNDARY ADJUSTMENT BETWEEN THE CITIES OF EUREKA AND PACIFIC**

WHEREAS, the Revised Missouri State Statutes authorize the transfer of jurisdiction and concurrent detachment and annexation of parcels by boundary adjustment; and

WHEREAS, property owned by First Baptist Church of Allenton Hts at a location numbered 18663 U.S. Highway 66 (St. Louis County Locator Number 30X410016) lies within the Eureka City limits contiguous with the Pacific City limits; and

WHEREAS, it has been determined that it is in the best interest of the City of Eureka and the City of Pacific to approve the boundary adjustment to transfer jurisdiction of the property described herein to facilitate the City of Pacific providing utility service to the subject property which the City of Eureka cannot reasonably provide; and

WHEREAS, all provisions of Section 71.011 RSMo. authorizing such concurrent detachment and annexation have been met; and

WHEREAS, there are no residents living in the area to be concurrently annexed and detached; and

WHEREAS, a copy of the proposed ordinance was available for public inspection prior to consideration by the Board of Aldermen; and

WHEREAS, the City of Eureka will be giving consideration to a proposed Ordinance approving such boundary adjustment.

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

**SECTION 1:**

The area particularly described as follows:

A tract of land in U.S. Survey 148 Township 43 North Range 3 East inside U.S. Survey 3064 Township 43 North Range 3 East and being more particularly described as follows: Beginning at a point in the North line of U.S. Highway #66 distant South 37 degrees 38 minutes West 38 chains 87 links from the intersection of the East line of tract conveyed to John G. Devine and wife by Deed recorded in Book 1975 Page 397 and the North line of U.S. Highway #66 and said beginning point being also the most Southern corner of property conveyed to John A. and Kathleen Devine, his wife, by Deed recorded in Book 3457 Page 126, thence along

the Southwest line of tract conveyed to John A. Devine and wife, aforesaid, North 52 degrees 15 minutes West 839.52 feet to a point in the most Western corner of tract conveyed to John A. Devine and wife, aforesaid, thence South 37 degrees 38 minutes West 154.62 feet to a point, thence South 52 degrees 15 minutes east 839.52 feet to a point in the North line of U.S. Highway #66, thence along the North line of said U.S. Highway #66 North 37 degrees 38 minutes East 154.62 feet to a point being the most Southern corner of property conveyed to John A. Devine and wife, aforesaid, and the point of beginning, according to Survey executed by B. E. Hammer on October 27, 1961.

is hereby declared to be concurrently detached from the City of Eureka and annexed by the City of Pacific pursuant to applicable procedures including those set forth in the applicable Revised Missouri Statutes, on the effective date of the ordinance enacted by the City of Eureka approving such transfer.

**SECTION 2:**

The City of Pacific, Missouri shall file a certified copy of this ordinance simultaneously with the filing of a certified copy of the related detachment ordinance adopted by the City of Eureka, Missouri in the office of the County Clerk of St. Louis County, the St. Louis County Assessor, the Recorder of Deeds of St. Louis County, and the Clerk of the Circuit Court of St. Louis County, at the cost of the City of Pacific.

**SECTION 3:**

The City Clerk for the City of Pacific is further authorized and directed to take any and all necessary steps to effectuate this concurrent detachment and annexation by and between the City of Pacific, Missouri and the City of Eureka, Missouri.

**SECTION 4:**

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**ATTEST:**

\_\_\_\_\_  
City Clerk

BEFORE THE BOARD OF ALDERMEN  
CITY OF PACIFIC, MISSOURI

VERIFIED PETITION FOR VOLUNTARY ANNEXATION

The undersigned, being the owners of all fee interest in that real property described in Exhibit A (the "Property"), attached hereto and incorporated herein by reference, hereby request that the said Property be annexed to the City of Pacific, Missouri, pursuant to the provisions of Sections 71.012, 71.014 and 72.401.9 RSMo.

In support of their Petition, Petitioners state as follows:

1. Petitioners are the owners of all fee interest in the Property.
2. The Property is contiguous and compact to the corporate limits of the City of Pacific, Missouri, a City of the Fourth Class (the "City"), as the Property borders with property located within the corporate limits of Pacific.
3. Annexation into the City will provide to the Property the benefits of traffic control, more intense police protection, zoning and other services of the City, among other things.
4. Annexation of the Property would be consistent with the Comprehensive Plan of the City and allows for the anticipated expansion of municipal services and roads into the area.
5. The City is able to furnish to the Property normal municipal services which the municipality presently provides its populace in the adjoining incorporated areas including: the provision of police protection; planning and zoning services; the protection of building codes; and the ability of the City street department to provide such new services as traffic control, snow plowing and street cleaning.
6. The annexation is reasonable in terms of effect on Petitioners and the Property and necessary to the proper development of the City.
7. The City currently provides water and sanitary sewer services within its corporate boundaries.

The undersigned does hereby request and petition the City to annex to the City of Pacific, Missouri, the Property, together with street and road rights-of-way abutting said Property so that the same is contained within the corporate limits of said City.

The undersigned further states and declares that this request and verified petition is voluntarily made and is made and submitted under the provisions of Sections 71.012, 71.014 and 72.401.9 of the Revised Statutes of Missouri.

The undersigned swears that the matters set forth above are true and correct to the best knowledge and belief of the undersigned subject to the penalties of making a false affidavit or declaration.

IN WITNESS WHEREOF we have hereunto set our hands this 6<sup>th</sup> day of January, 2020

James R. Robinson

James R. Robinson

Trustee

Thomas E. Miles

Thomas E. Miles

Trustee

John W. Guenzler

John W. Guenzler

Trustee

State of Missouri )

) SS

County of Franklin )

On this 6<sup>th</sup> day January, 2020, before me appeared James R. Robinson to me

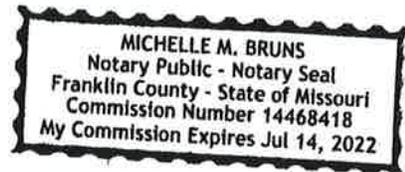
personally known to be the person who executed the foregoing petition and acknowledged that the facts and statements contained therein are true and correct and that they executed the same as their own free acts and deeds.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the County and State aforesaid on the day and years last written above.

Michelle M. Bruns

Notary Public

My Commission Expires: July 14, 2022



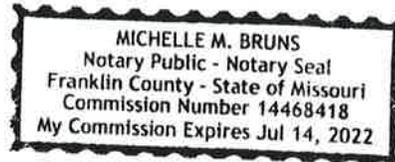
State of Missouri )  
 ) SS  
County of Franklin )

On this 6<sup>th</sup> day January, 2020, before me appeared Thomas E. Miles, to me personally known to be the persons who executed the foregoing Petition and acknowledged that the facts and statements contained therein are true and correct and that they executed the same as their own free acts and deeds.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the County and State aforesaid on the day and years last written above.

Michelle M. Bruns  
Notary Public

My Commission Expires: July 14, 2022



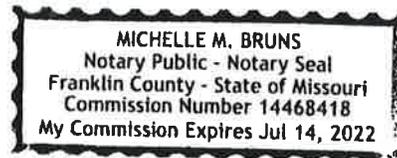
State of Missouri )  
 ) SS  
County of Franklin )

On this 6<sup>th</sup> day January, 2020, before me appeared John W Guenzler, to me personally known to be the persons who executed the foregoing Petition and acknowledged that the facts and statements contained therein are true and correct and that they executed the same as their own free acts and deeds.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the County and State aforesaid on the day and years last written above.

Michelle M. Bruns  
Notary Public

My Commission Expires: July 14, 2022



# COPY OF TITLE CERTIFICATE

## St. Louis Title & Abstract Company

RALPH L. SCHWENCK, PRESIDENT



7905 FORSYTH BOULEVARD  
CLAYTON 5, MO.  
PARKVIEW 7-3100  
804 CHESTNUT STREET  
ST. LOUIS 1, MO.  
CHESTNUT 1-5168

CLEO M. SHAW,  
VICE-PRESIDENT  
WILLIAM C. KEMPER,  
VICE-PRESIDENT  
HAROLD J. HACKNEY,  
VICE-PRESIDENT  
WILLIAM J. MEIER,  
VICE-PRESIDENT

C 43304 - 44223 X

We have examined the title to the following described real estate situated in the County of St. Louis, State of Missouri, to-wit:

A tract of land in U. S. Survey 148 Township 43 North Range 3 East inside U. S. Survey 3064 Township 43 North Range 3 East and being more particularly described as follows: Beginning at a point in the North line of U. S. Highway #66 distant South 37 degrees 38 minutes West 38 chains 87 links from the intersection of the East line of tract conveyed to John G. Devine and wife by Deed recorded in Book 1975 Page 397 and the North line of U. S. Highway #66 and said beginning point being also the most Southern corner of property conveyed to John A. Devine and Kathleen Devine, his wife, by Deed recorded in Book 3547 Page 126, thence along the Southwest line of tract conveyed to John A. Devine and wife, aforesaid, North 52 degrees 15 minutes West 839.52 feet to a point in the most Western corner of tract conveyed to John A. Devine and wife, aforesaid, thence South 37 degrees 38 minutes West 154.62 feet to a point, thence South 52 degrees 15 minutes East 839.52 feet to a point in the North line of U. S. Highway #66, thence along the North line of said U. S. Highway #66 North 37 degrees 38 minutes East 154.62 feet to a point being the most Southern corner of property conveyed to John A. Devine and wife, aforesaid, and the point of beginning, according to Survey executed by B. H. Hammer on October 27, 1961.

According to the St. Louis County Records, the fee simple title is vested in

MITCHELL SHRAM, KENNETH MILLES, and ARTHUR GOWEN,  
TRUSTEES FOR PACIFIC HEIGHTS BAPTIST CHURCH,

free and clear of all liens and encumbrances, except as follows: Easements to Union Electric Company of Missouri recorded in Book 2139 Page 142 and Book 2246 Page 381 (Which Easements we are unable to definitely locate.) Reservation for Drainage purposes, according to instrument recorded as Daily #118 on December 20, 1961.

DEEDS OF TRUST:

NONE.

GENERAL TAXES 1961 are due and payable.

SPECIAL TAXES:

NONE reported on Books in County Clerk's Office that are a lien.

JUDGMENTS:

NONE.

MECHANICS' LIENS:

NONE.

ATTACHMENTS:

NONE.

We do not certify as to restrictions, if any, imposed upon said property by any zoning law or ordinance or amendments thereto.

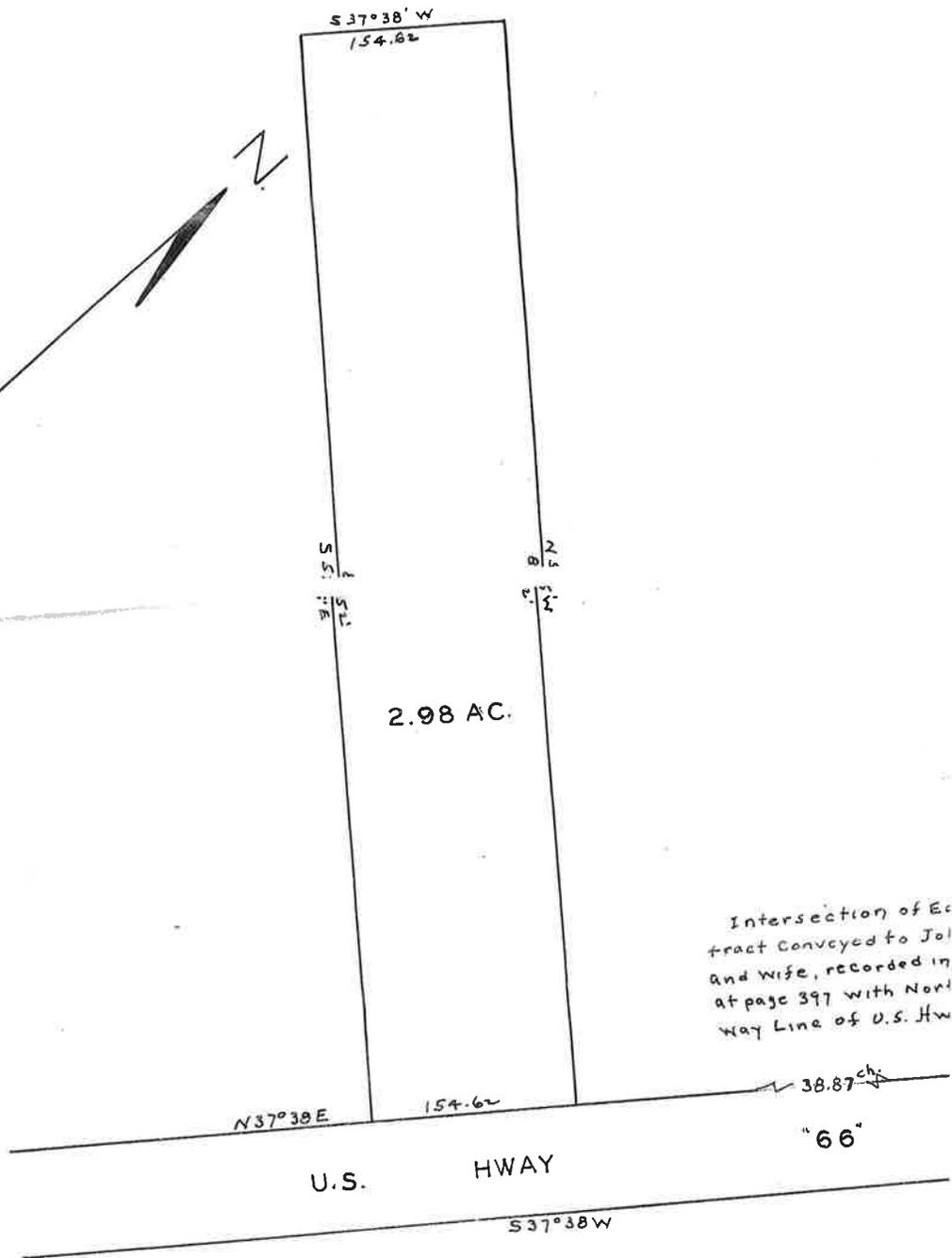
A tract of land in U. S. Survey 148 Township 43 North Range 3 East inside U. S. Survey 3064 Township 43 North Range 3 East and being more particularly described as follows: Beginning at a point in the North line of U. S. Highway #66 distant South 37 degrees 38 minutes West 38 chains 87 links from the intersection of the East line of tract conveyed to John G. Devine and wife by Deed recorded in Book 1975 Page 397 and the North line of U. S. Highway #66 and said beginning point being also the most Southern corner of property conveyed to John A. Devine and Kathleen Devine, his wife, by Deed recorded in Book 3547 Page 126, thence along the Southwest line of tract conveyed to John A. Devine and wife, aforesaid, North 52 degrees 15 minutes West 839.52 feet to a point in the west Western corner of tract conveyed to John A. Devine and wife, aforesaid, thence South 37 degrees 38 minutes West 154.62 feet to a point, thence South 52 degrees 15 minutes East 839.52 feet to a point in the North line of U. S. Highway #66, thence along the North line of said U. S. Highway #66 North 37 degrees 38 minutes East 154.62 feet to a point being the most Southern corner of property conveyed to John A. Devine and wife, aforesaid, and the point of beginning, according to Survey executed by B. H. Hammer on October 27, 1961.

TOWNSHIP 43N. RANGE 3E.  
of the 5th P.M.

PART OF U.S. SURVEY 148

INSIDE

U.S. SURVEY 3064



This is to certify that the above survey was  
made at the request of John G. Devine and that  
it is inside of U.S. Survey  
T. 43 N. R. 3 E. P. 5

**BILL NO. 4089**

**ORDINANCE NO. \_\_\_\_\_**

**SPONSOR: \_\_\_\_\_**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PACIFIC, MISSOURI AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR CONSTRUCTION OF HIGHWAY N PHASE 4 IMPROVEMENTS, FEDERAL PROJECT NO. 5419(613)**

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

**SECTION ONE.**

That the Mayor is hereby authorized and directed to execute on behalf of the City of Pacific, Missouri a contract with the Missouri Highway and Transportation Commission providing for construction of Highway N Phase 4 Improvements, Federal Project No. STP-5419(613).

**SECTION TWO.**

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

**SECTION THREE.**

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
*Steve Myers, MAYOR*

**ATTEST:**

\_\_\_\_\_  
City Clerk



CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5419(613)  
Award Year: 2021  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Pacific, Franklin County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5419(613) involves:

Resurfacing, lighting, storm sewer and bike lanes on Route N from Westlake Village Drive to Candlewick Lane.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5419(613) by the Commission is within the city limits of Pacific, Missouri. The general

location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Route N from Westlake Village Drive to Candlewick Lane.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by

the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STP-5419(613) or contemplated by this Agreement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$857,568. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5419(613) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
300 Hoven Drive  
Pacific, MO 63069
- (B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017  
Facsimile No.: 573-522-6475

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF PACIFIC

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

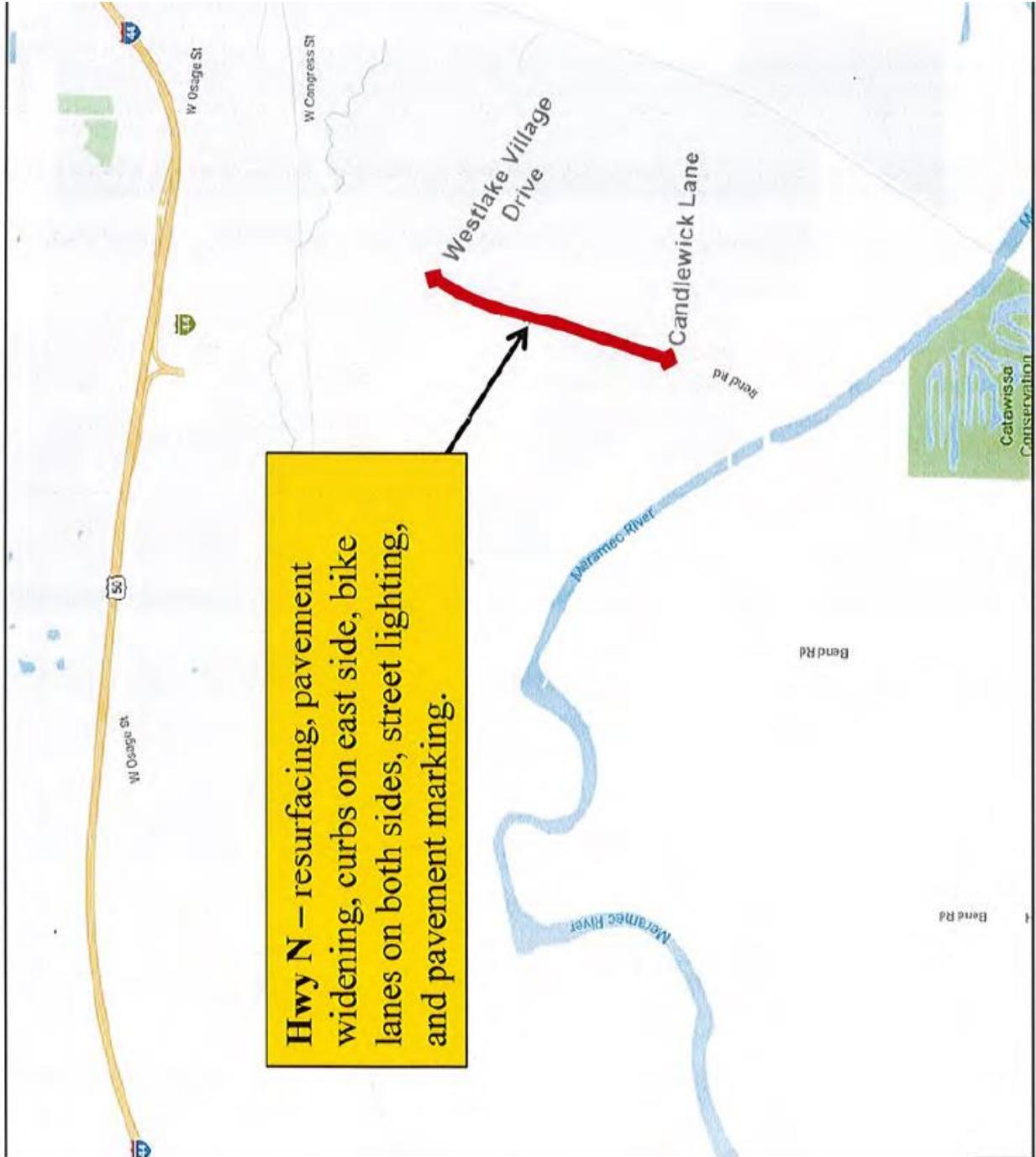
By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STP-5419(613)

<b>PROJECT DEVELOPMENT SCHEDULE</b>			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2019	10/2019	1
Execute agreement (project sponsor and DOT)	11/2019	02/2020	3
<b>Engineering services contract submitted and approved*</b>	10/2020	01/2021	3
Obtain environmental clearances (106, CE2, T&E, etc.)	03/2021	10/2021	7
Public meeting/hearing	08/2021	08/2021	1
Develop and submit preliminary plans	01/2021	04/2021	3
Preliminary plans approved	05/2021	10/2021	5
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>			
Right-of-way acquisition			
Utility coordination	05/2021	05/2022	12
Develop and submit PS&E	11/2021	03/2022	4
<b>District approval of PS&amp;E/advertise for bids*</b>	04/2022	12/2022	8
Submit and receive bids for review and approval	01/2023	04/2023	3
Project implementation/construction	05/2023	10/2023	5
* Finish date must match fiscal year for each milestone shown in <b>bold</b> text.			

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**RESOLUTION NO. 2020-08**

**A RESOLUTION AMENDING THE CITY OF PACIFIC FISCAL YEAR 2020 BUDGET TO PROVIDE FOR ADJUSTMENTS TO CERTAIN REVENUES AND EXPENDITURES AS AUTHORIZED BY THE BOARD OF ALDERMEN**

**WHEREAS**, the Board of Aldermen desires to amend the FY 2020 budget to provide for adjustments to certain revenues and expenditures in the City's General Fund, Transportation, Parks and Storm Water; and Water and Sewer Funds;

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

**SECTION 1.** The FY 2020 Budget of the City of Pacific is hereby amended as provided for in the attached schedule, "Exhibit A." The net impact on each fund is summarized below:

- General Fund. Revenues are increased by \$609,997.56; Expenditures are increased by \$608,766.21.
- Transportation Fund. Revenues are decreased by \$20,214.80; Expenditures are decreased by \$37,197.68.
- Parks and Storm Water Fund. Revenues are increased by \$80,000; Expenditures are increased by \$13,664.74.
- Water & Sewer Fund. Water revenues are increased by \$35,000; Water expenditures are increased by \$2,369.47. Sewer revenues are decreased by \$167,998.71; Sewer expenditures are decreased by \$209,131.78.

**Adopted by the Board of Aldermen and approved by the Mayor on this 18<sup>th</sup> day of February, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**



Budget Amendment #1 FY 2020

**(11) GENERAL FUND**

**REVENUES**

		<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Budget increase</u>
		<u>2020</u>	<u>2020</u>	<u>(decrease)</u>
901-00	Real Property taxes current	\$ 400,000.00	\$ 420,000.00	\$ 20,000.00
903-00	Personal Property taxes current	\$ 102,000.00	\$ 115,000.00	\$ 13,000.00
910-00	One-Cent Sales Tax	\$ 865,000.00	\$ 950,000.00	\$ 85,000.00
910-05	St. Louis County 1-cent Sales Tax	\$ 215,000.00	\$ 230,000.00	\$ 15,000.00
916-00	Utility Tax - Phone	\$ 205,000.00	\$ 180,000.00	\$ (25,000.00)
<b>(19) Operating Transfers In</b>				
996-00	Transfers from Other Funds	\$ 50,000.00	\$ 220,499.24	\$ 170,499.24
	Transfer Subdivision Escrow	\$ -	\$ 331,498.32	\$ 331,498.32
<b>TOTAL REVENUE AMENDMENTS</b>		<b>\$ 1,837,000.00</b>	<b>\$ 2,446,997.56</b>	<b>\$ 609,997.56</b>

**(11) GENERAL FUND**

**EXPENDITURES**

		<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Budget increase</u>
		<u>2020</u>	<u>2020</u>	<u>(decrease)</u>
<b>(20) ADMINISTRATION</b>				
101-00	Salaries: Full Time-Non Elec	\$ 80,826.84	\$ 83,120.04	\$ 2,293.20
151-00	FICA Taxes	\$ 5,047.43	\$ 5,189.61	\$ 142.18
151-50	Medicare Taxes	\$ 1,180.45	\$ 1,213.70	\$ 33.25
161-00	Employee Insurance	\$ 19,000.00	\$ 20,187.51	\$ 1,187.51
170-00	Pension	\$ 17,096.14	\$ 17,577.71	\$ 481.57
<b>(30) POLICE</b>				
101-00	Salaries: Full Time ALL	\$ 1,147,395.70	\$ 1,230,730.50	\$ 83,334.80
141-00	Salaries: Holiday Pay	\$ 41,250.88	\$ 44,616.88	\$ 3,366.00
151-00	FICA Taxes	\$ 75,332.89	\$ 80,708.34	\$ 5,375.45
151-50	Medicare Tax	\$ 17,618.18	\$ 18,875.34	\$ 1,257.16
161-00	Employee Insurance	\$ 303,000.00	\$ 321,937.50	\$ 18,937.50
170-00	Pension-Officers (ALL)	\$ 310,117.89	\$ 332,993.87	\$ 22,875.98
294-20	Utilities: Telephone	\$ 65,000.00	\$ 75,000.00	\$ 10,000.00
406-00	Equipment	\$ 80,000.00	\$ 70,000.00	\$ (10,000.00)
220-00	Legal fees	\$ -	\$ 50,628.49	\$ 50,628.49
<b>(31) COURT</b>				
101-00	Salaries: Full Time-Non Elect	\$ 43,196.40	\$ 45,489.60	\$ 2,293.20
151-00	FICA Taxes	\$ 2,786.68	\$ 2,928.86	\$ 142.18
151-50	Medicare Tax	\$ 651.72	\$ 684.97	\$ 33.25
161-00	Employee Insurance	\$ 15,000.00	\$ 15,938.00	\$ 938.00
170-00	Pension	\$ 9,438.74	\$ 9,920.32	\$ 481.57
<b>(32) ANIMAL CONTROL</b>				
101-00	Salaries: Full Time Non Elec	\$ 21,102.00	\$ 21,881.60	\$ 779.60
151-00	FICA Taxes	\$ 1,308.00	\$ 1,356.66	\$ 48.66
151-50	Medicare Tax	\$ 306.00	\$ 317.00	\$ 11.00
161-00	Employee Insurance	\$ 6,000.00	\$ 6,375.00	\$ 375.00
170-00	Pension	\$ 4,431.00	\$ 4,595.00	\$ 164.00
<b>(41) BUILDING MAINTENANCE</b>				

Budget Amendment #1 FY 2020

239-15	Maintenance: Building	\$	20,000.00	\$	30,000.00	\$	10,000.00
335-00	Grass Cutting	\$	-	\$	2,000.00	\$	2,000.00
<b>(42) CODE ENFORCEMENT</b>							
101-00	Salaries: Full Time Non Ele	\$	90,053.60	\$	96,553.60	\$	6,500.00
151-00	FICA Taxes	\$	5,660.82	\$	6,063.82	\$	403.00
151-50	Medicare Tax	\$	1,323.90	\$	1,418.15	\$	94.25
161-00	Employee Insurance	\$	24,000.00	\$	25,500.00	\$	1,500.00
170-00	Pension	\$	19,173.76	\$	20,538.76	\$	1,365.00
204-00	Building Abatement	\$	10,000.00	\$	20,000.00	\$	10,000.00
257-00	Professional Imp	\$	2,000.00	\$	4,000.00	\$	2,000.00
278-20	Supplies: General	\$	3,000.00	\$	5,000.00	\$	2,000.00
298-00	Weed Abatement	\$	1,500.00	\$	7,500.00	\$	6,000.00
<b>(45) PLANNING</b>							
101-00	Salaries	\$	25,022.40	\$	29,182.40	\$	4,160.00
151-00	FICA Taxes	\$	1,566.89	\$	1,824.81	\$	257.92
151-50	Medicare Taxes	\$	366.45	\$	426.77	\$	60.32
161-00	Employee Insurance	\$	6,000.00	\$	6,375.00	\$	375.00
170-00	Pension	\$	5,307.20	\$	6,180.80	\$	873.60
<b>(60) GENERAL GOVERNMENT</b>							
206-00	Computer Software	\$	30,000.00	\$	55,000.00	\$	25,000.00
202-00	Subdivision Expenses	\$	-	\$	331,498.32	\$	331,498.32
263-51	Senior Center Contract	\$	10,000.00	\$	15,000.00	\$	5,000.00
294-10	Utilities: Electricity	\$	20,000.00	\$	15,000.00	\$	(5,000.00)
292-00	Welcome Ctr/ Museum maintenanc	\$	2,000.00	\$	4,000.00	\$	2,000.00
335-00	Engineering	\$	10,000.00	\$	5,000.00	\$	(5,000.00)
345-00	Codification	\$	3,000.00	\$	15,000.00	\$	12,000.00
408-00	Land Acquisition	\$	-	\$	57,202.24	\$	57,202.24
<b>(95) TRANSFER OUT</b>							
610-16	Transfer to Transportation	\$	800,000.00	\$	650,000.00	\$	(150,000.00)
610-17	Transfer to Parks & Storm	\$	125,000.00	\$	175,000.00	\$	50,000.00
610-05	Transfer to FEMA account	\$	-	\$	43,297.00	\$	43,297.00
<b>TOTAL EXPENDITURE AMENDMENTS</b>		<b>\$</b>	<b>3,482,061.95</b>	<b>\$</b>	<b>4,090,828.16</b>	<b>\$</b>	<b>608,766.21</b>

Budget Amendment #1 FY 2020

**(23) TRANSPORTATION**

**REVENUES**

		<u>Adopted Budget</u>	<u>Amended</u>	<u>Budget</u>
		<u>2020</u>	<u>Budget 2020</u>	<u>increase</u>
				<u>(decrease)</u>
911-00	Transportation Sales Tax	\$ 275,000.00	\$ 325,000.00	\$ 50,000.00
980-00	Miscellaneous		\$ 12,750.00	\$ 12,750.00
981-20	Denton Rd bridge PE	\$ 95,964.80	\$ 48,000.00	\$ (47,964.80)
981-01	Franklin County Transportatic	\$ 103,500.00	\$ 168,500.00	\$ 65,000.00
(19) Operating Transfers In				
995-00	Transfer In General Revenue	\$ 800,000.00	\$ 650,000.00	\$ (150,000.00)
995-10	Transfer in CIST	\$ 500,000.00	\$ 550,000.00	\$ 50,000.00
<b>TOTAL REVENUE AMENDMENTS</b>				<b>\$ (20,214.80)</b>

**(23) TRANSPORTATION**

**EXPENDITURES**

		<u>Adopted Budget</u>	<u>Adopted and</u>	<u>Budget increase</u>
		<u>2020</u>	<u>Amended</u>	<u>(decrease)</u>
			<u>Budget 2020</u>	<u>(decrease)</u>
Personnel Expenditures				\$ -
101-00	Salaries: Full Time Non Electe	\$ 245,112.00	\$ 247,282.23	\$ 2,170.23
151-00	FICA Taxes	\$ 15,755.00	\$ 15,889.50	\$ 134.50
151-50	Medicare Tax	\$ 3,685.00	\$ 3,716.09	\$ 31.09
161-00	Employee Insurance	\$ 72,000.00	\$ 76,500.00	\$ 4,500.00
170-00	Pension (LAGERS)	\$ 53,364.00	\$ 53,819.27	\$ 455.27
244-00	Brush Composting	\$ 20,000.00	\$ 10,000.00	\$ (10,000.00)
310-10	Engineer/Contract	\$ 10,000.00	\$ 5,000.00	\$ (5,000.00)
337-00	ADA transition plan	\$ 35,000.00	\$ -	\$ (35,000.00)
419-00	Equipment	\$ -	\$ 10,000.00	\$ 10,000.00
701-20	Denton Rd bridge PE	\$ 119,956.00	\$ 60,000.00	\$ (59,956.00)
540-20	Lisa Lane construction	\$ 90,000.00	\$ 135,000.00	\$ 45,000.00
540-40	PPMP construction	\$ 350,000.00	\$ 439,023.32	\$ 89,023.32
540-50	Integram Dr engineering	\$ 10,265.00	\$ 4,000.00	\$ (6,265.00)
540-60	Integram Dr construction	\$ 80,000.00	\$ -	\$ (80,000.00)
<b>TOTAL EXPENDITURE AMENDMENTS</b>				<b>\$ (37,197.68)</b>

Budget Amendment #1 FY 2020

**(24) PARKS AND STORM WATER  
REVENUES**

	<u>Adopted</u> <u>Budget 2020</u>	<u>Amended</u> <u>Budget 2020</u>	<u>Budget</u> <u>increase</u> <u>(decrease)</u>
Revenue			
911-00 Parks / Storm Sales Tax	\$ 275,000.00	\$ 325,000.00	\$ 50,000.00
(19) Operating Transfers In			
995-00 Transfer In General Reven	\$ 125,000.00	\$ 155,000.00	\$ 30,000.00
<b>TOTAL REVENUE AMENDMENTS</b>			<b>\$ 80,000.00</b>

**(24) PARKS AND STORM WATER  
EXPENDITURES**

	<u>Adopted</u> <u>Budget 2020</u>	<u>Amended</u> <u>Budget 2020</u>	<u>Budget</u> <u>increase</u> <u>(decrease)</u>
<b>(54) PARKS AND RECREATION</b>			
101-00 Full Time Non Elected	\$ 57,334.20	\$ 56,570.93	\$ (763.27)
151-00 Fica	\$ 3,554.72	\$ 3,670.15	\$ 115.43
151-50 Medicare	\$ 831.35	\$ 858.34	\$ 26.99
161-00 Employee Insurance	\$ 15,000.00	\$ 15,937.50	\$ 937.50
170-00 Pension	\$ 12,040.18	\$ 12,431.15	\$ 390.97
239-20 Maintenance: Pool	\$ 10,000.00	\$ 17,500.00	\$ 7,500.00
350-00 Pool Audit / Inspections	\$ -	\$ 20,000.00	\$ 20,000.00
470-00 Pavilion Roof	\$ -	\$ 30,459.13	\$ 30,459.13
453-00 Pool Painting	\$ 45,000.00	\$ -	\$ (45,000.00)
<b>TOTAL EXPENDITURE AMENDMENTS</b>			<b>\$ 13,666.74</b>

Budget Amendment #1 FY 2020

**(41) WATERWORKS SYSTEM  
REVENUES**

		<u>Adopted Budget</u>	<u>Amended</u>	<u>Budget increase</u>
		<u>2020</u>	<u>Budget 2020</u>	<u>(decrease)</u>
954-00	Water Collections	\$ 825,000.00	\$ 860,000.00	\$ 35,000.00
<b>TOTAL REVENUE AMENDMENTS</b>				<b>\$ 35,000.00</b>

**(41) WATERWORKS SYSTEM  
EXPENDITURES**

101-00	Salaries: Full Time Non	\$ 211,522.00	\$ 222,351.99	\$ 10,829.99
151-00	FICA Taxes	\$ 13,399.00	\$ 14,069.99	\$ 670.99
151-50	Medicare Tax	\$ 3,134.00	\$ 3,290.56	\$ 156.56
161-00	Employee Insurance	\$ 55,000.00	\$ 58,437.51	\$ 3,437.51
170-00	Pension	\$ 45,382.00	\$ 47,656.42	\$ 2,274.42
310-10	Engineer/Contract	\$ 25,000.00	\$ 10,000.00	\$ (15,000.00)
337-00	Rate analysis	\$ 15,000.00	\$ -	\$ (15,000.00)
405-00	Blackburn Park reservc	\$ 100,000.00	\$ 20,000.00	\$ (80,000.00)
430-10	Water Lines Hwy OO	\$ 90,000.00	\$ 185,000.00	\$ 95,000.00
<b>TOTAL EXPENDITURES AMENDMENTS</b>				<b>\$ 2,369.47</b>

**(42) SEWER SYSTEM  
REVENUES**

		<u>Adopted Budget</u>	<u>Amended</u>	<u>Budget increase</u>
		<u>2020</u>	<u>Budget 2020</u>	<u>(decrease)</u>
954-00	Sewer Collections	\$ 1,148,547.11	\$ 1,200,000.00	\$ 51,452.89
954-15	Surcharges/Penalties	\$ 394,451.60	\$ 175,000.00	\$ (219,451.60)
<b>TOTAL REVENUE AMENDMENTS</b>				<b>\$ (167,998.71)</b>

**(42) SEWER SYSTEM  
EXPENDITURES**

101-00	Salaries: Full Time Non	\$ 186,507.42	\$ 222,351.99	\$ 35,844.57
131-00	Salaries: Overtime	\$ 9,241.52	\$ 4,583.00	\$ (4,658.52)
151-00	FICA Taxes	\$ 12,124.61	\$ 14,069.99	\$ 1,945.39
151-50	Medicare Tax	\$ 2,835.98	\$ 3,290.56	\$ 454.59
161-00	Employee Insurance	\$ 49,923.35	\$ 58,437.51	\$ 8,514.16
170-00	Pension	\$ 38,888.39	\$ 47,656.42	\$ 8,768.03
426-00	Lift Station # 2 (engine	\$ -	\$ 80,000.00	\$ 80,000.00
440-00	CIPP Sanitary Sewer	\$ -	\$ 425,000.00	\$ 425,000.00
450-25	WWTF Equipment (blo	\$ 400,000.00	\$ 35,000.00	\$ (365,000.00)
478-00	Lift Station 5	\$ 200,000.00	\$ 100,000.00	\$ (100,000.00)
426-00	Lift Station 2	\$ 500,000.00	\$ 200,000.00	\$ (300,000.00)
<b>TOTAL EXPENDITURE AMENDMENTS</b>				<b>\$ (209,131.78)</b>



**RESOLUTION NO. 2020-09**

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY OF PACIFIC BUILDING DEPARTMENT RECORDS AS PROVIDED FOR PURSUANT TO MISSOURI LAW**

**WHEREAS**, the City of Pacific has determined that certain records currently retained by the City Building Department are no longer of relevance to the City and may be destroyed pursuant to record retention regulations promulgated by the Missouri Secretary of State according to the provisions of Missouri law (RSMo 109.255);

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

**SECTION 1.** The City Administrator is hereby authorized to provide for the destruction of the following records currently retained by the City of Pacific Building Department.

- Dangerous building files older than five years after assessment was paid if building/structure is demolished or boarded-up by the city. And, records of all other demolitions or boardings of buildings by owner, older than one year after the cases have been closed.
- Monthly reports of building permits issued, older than three years old.
- Standardized building codes not under current adoption, while retaining one copy of each code for historical and reference purposes.
- Street address logs that have been superseded or are no longer needed for reference.
- Certificates of compliance with building codes when the certificates of compliance have been superseded.
- Building code inspection and enforcement files older than five years old, to include property maintenance code inspection records.

Nothing in this authorization shall be construed to authorize the destruction of construction plans for commercial, industrial and multi-family buildings and / or residential structures. The City shall retain construction plans for all building projects, either by physical copy or electronic archiving.

**Adopted by the Board of Aldermen and approved by the Mayor on this 18<sup>th</sup> day of February, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**



**City of Pacific Bid Tabulations  
HMGP 18 Flood buyout project**

**Flood Property Appraisals**

<b>Bidder</b>	<b>Residential Structure</b>	<b>Non-residential structure</b>	<b>Vacant lot</b>
Landmark Appraisal Company	\$350.00	\$1,200.00	\$300.00
Integra Realty Resources	\$1,750.00	\$1,950.00	\$1,250.00

**Flood Title Work**

<b>Bidder</b>	<b>Title Search</b>	<b>Closing Fee</b>	<b>Title Commitment</b>	<b>Title Insurance</b>	<b>Preparation of Warranty Deed</b>	<b>\$100 K purchase price cost</b>
Hansen Title	\$200.00	\$200.00	\$350; up to \$200K purchase price; \$450, up to \$500K purchase price	Varies; \$2.60 per thousand up to \$100K; \$3.40 per thousand from \$100K to \$5M	\$50.00	\$1,060.00
Security Title	\$175 residential; \$250 commercial	\$350.00	\$350 residential; \$500 commercial	Varies; \$275 to \$495 between \$50 and \$100K; see chart for add'l	\$0 / included in closing fee	\$1,370.00
Franklin County Title	\$175.00	\$450.00	Included in title search and exam	\$3 per \$1,000	\$0 / included in closing fee	\$925.00
Hillsboro Title	Varies; \$484.20 for \$100K purchase	\$275.00	Included in title search and exam	Varies; \$130.80 for \$100K purchase	\$0.00	\$890 + recording fees

# Hansen

Established 1865

THE LAND OFFICE

315 East Main St  
Union, MO 63084  
(636) 583-2516  
www.hansentitle.com

January 27, 2020

Office of the City Administrator  
City of Pacific  
300 Hoven Drive  
Pacific, MO 63069

Dear Mr. Roth,

Hansen Title (Title Company) hereby submits the following proposal for furnishing title work on approximately twenty-seven (27) properties located in the City of Pacific, Franklin County, Missouri, identified as part of the Flood Property Title Services project:

- **Title Search:** A charge of **\$200.00** will be made for each lot, parcel or tract of land submitted.
- **Closing Fee:** A charge of **\$200.00** will be imposed on both the Buyer and Seller for the closing of the transaction relating to each parcel wherein the Title Company acts as Escrow Agent.
- **Title Commitment:** Title Company shall issue a Title Commitment for a fee of **\$350.00** for each transaction having a purchase price up to \$200,000. A charge of **\$425.00** will be made for each transaction having a purchase price up to \$500,000. The charge for any transaction having a purchase price in excess of \$500,000, but less than \$1 million, shall be determined after a review of the chain of title by Title Company, but shall not exceed **\$900**. Such Commitment shall certify as to the fee simple owners and specify all exceptions thereto. Commitments are to be updated free of charge for 120 days after the effective date of the original commitment. A charge of **\$50.00** will be made for updating such commitments after 120 days.
- **Title Insurance:** Title Company shall furnish title insurance for a fee per \$1,000 of coverage in accordance with the Uniform Premium (Risk Rate) Report attached as **EXHIBIT A**.
- **Preparation of Warranty Deed:** A charge of **\$50.00** will be made for the preparation of the warranty deed relating to each closing wherein the Title Company acts as Escrow Agent.

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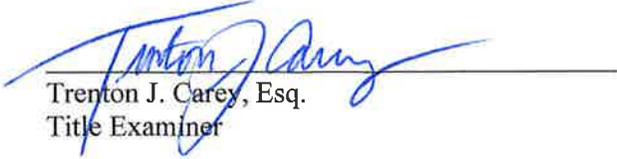
**Union**  
315 East Main St  
Union, MO 63084  
(636) 583-2516

**Sullivan**  
531 Walmart Drive  
Sullivan, MO 63080  
(573) 468-2640

**Washington**  
206 Elm Street  
Washington, MO  
63090  
(636) 432-5430

Please feel free to contact me at [tj@hansentitle.com](mailto:tj@hansentitle.com) or by phone at (636) 583-2516 with any questions you may have. Thank you for your consideration in this matter.

Sincerely,



---

Trenton J. Carey, Esq.  
Title Examiner

Enclosure(s)

# Exhibit "A"

## APPENDIX A UNIFORM PREMIUM (RISK RATE) REPORT

Rates listed below should represent a dollar amount per \$1000 of liability written.

Date Filed: April 19, 2019

Date Reviewed by DIFP: May 21, 2019

Effective Date: July 17, 2019

### Risk Classifications

Description of Risk Amount	Residential Title Insurance For Owners and Leasehold Owners Policies (Section E.1(a))	EAGLE Owner's Policy (Section E.1(b))	Commercial Title Insurance For Owners and Leasehold Owners Policies (Section E.2)	Leasehold Owner's Policy Issued Simultaneously With Fee Policy (Section E.3)	Residential Title Insurance for Loan and Leasehold Loan Policies (Section F.1)	Commercial Title Insurance For Loan and Leasehold Loan Policies (Section F.2)	Loan Policy Issued Simultaneously with Owner's Policy (Section F.3)	Construction Loan Policies (Section F.4)	ALTA Residential Limited Coverage Junior Loan Policy (Section F.5)	Title Report Guarantee (Section G.1)
	Up to \$50,000 of Liability Written	1.40	1.61	1.40	30% of fee policy	.60	1.00	10.00	.30	.50
Over \$50,000 And Up to \$100,000, Add	1.20	1.38	1.20	30% of fee policy	.48	.80	10.00	.30	.38	Unavailable
Over \$100,000 And Up to \$5,000,000, Add	.80	.92	.48	30% of fee policy	.42	.42	10.00	.30	.38 up to \$300,000 in Risk Amount	Unavailable
Over \$5,000,000 And Up to \$15,000,000, Add	.60	Unavailable	.36	30% of fee policy	.42	.30	10.00	.30	Unavailable	Unavailable
Over \$15,000,000 Add	.50	Unavailable	.30	30% of fee policy	.42	.24	10.00	.30	Unavailable	Unavailable
Minimum Premium	10.00	11.50	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00



3701 S. Lindbergh Blvd., Suite 208  
St. Louis, MO 63127  
Phone 314-729-0059  
Fax 314-514-9735

City of Pacific  
Office of City Administrator  
300 Hoven Drive  
Pacific, MO 63069

Re: Flood Buyout Program  
RFQ Professional Title Services

To Whom it May Concern,

Thank you for contacting us regarding the request for quotation for flood property title services. Included are the following items for your review:

- Firm Background
- Copy of Missouri Producer License
- Copy of ALTA Forms License
- List of Examining Personnel
- List of Escrow Closing Personnel
- Reference List
- Letterhead Quotations

If we are selected to handle this account, we would recommend a meeting to outline the best procedures for the City of Pacific and its impacted residents. We appreciate your consideration and look forward to hearing from you soon with your decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendy Cromer', written over a horizontal line.

Wendy Cromer  
Vice President

encs



3701 S. Lindbergh Blvd., Suite 208  
 St. Louis, MO 63127  
 Phone 314-729-0059  
 Fax 314-514-9735

**Request for Quotations**

City of Pacific  
 Flood Buyout Policy – 27 Properties

Service Type	Residential Property Price	Commercial Property Price
Title Search (Letter Report)	\$175.00	\$250.00
Closing fee	\$350.00	\$350.00
Title Commitment	\$350.00	\$500.00
Title Insurance**	See chart	See chart
Preparation of Warranty Deed	\$0 (included in closing fee)	\$0 (included in closing fee)

\*\*If your transaction requires closing and title insurance, the state of Missouri will require a Closing Protection Letter to be purchased for both the buyer and the seller's side of the transaction at a cost of \$25.00 each.

Recording services can also be provided at an additional charge of:  
 \$24.00 for the first page, \$3.00 for each additional page, plus \$4.00 e-recording per document

**Title Insurance Chart**

Policy Amount	Risk Rate	Title Service Charges	Total
Up to \$49,999	\$0 - \$70.00	\$205.00-\$275.00	\$275.00 minimum
\$50K-\$99,999	\$70.00-\$130.00	\$205.00-\$365.00	\$275.00-\$495.00
\$100K-\$149,999	\$130.00-\$170.00	\$365.00-\$490.00	\$495.00-\$660.00
\$150K-\$249,999	\$170.00-\$250.00	\$490.00-\$630.00	\$660.00-\$880.00
\$250K-\$500K	\$250.00-\$450.00	\$630.00-\$705.00	\$880.00-\$1,155.00

\*\*All policy prices are inclusive of the risk rate and title service charge.

Title insurance premium and closing protection fees are calculated according to rates filed with Missouri's insurance director. But title services charges, closing charges and other fees are not limited by state law and may vary between different title insurers, agencies and agents.

For further general information regarding title insurance, you may visit the Missouri Insurance website at [www.insurance.mo.gov](http://www.insurance.mo.gov) or call the Missouri Department of Insurance, Financial Institutions and Professional Registration at (800) 726-7390.

(636) 583-2511  
ST. LOUIS  
(636) 938-4411

FAX (636) 583-9253

**FRANKLIN COUNTY TITLE CO.**

301 SOUTH CHURCH STREET • UNION, MISSOURI 63084  
ESTABLISHED 1970

THOMAS WURDACK

WEBSITE: [www.franklincountytitle.com](http://www.franklincountytitle.com)  
EMAIL: [Tom@franklincountytitle.com](mailto:Tom@franklincountytitle.com)

February 11, 2020

City of Pacific  
300 Hoven Drive  
Pacific, Mo. 63069

Re: Request for Quotations for Title Evidence.

Title Search OR Title Commitment      \$175.00 per property  
Closing Fee (Per property)              \$450.00 (Includes \$50.00 Closing protection letters)

Title Insurance: \$3.00 per Thousand on Sales Price.

(must have Title Commitment)

Example: Sales Price \$35,000.00 times \$3.00 equals \$105.00

\$100,000.00 times \$3.00 equals \$300.00

Preparation of Warranty Deed. No charge. (Included in Closing Fee)

Sincerely

Lloyd J. Wurdack

President

P.S. Franklin County Title Company is owned by a (Korean War) Veteran.

# City of Pacific

300 Hoven Drive  
Pacific, MO 63069

636-271-0500  
[www.pacificmissouri.com](http://www.pacificmissouri.com)

## REQUEST FOR QUOTATIONS Professional Title Services

**January 23, 2020**

The City of Pacific, Missouri has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage from flooding in May, 2017.

In accordance with the flood buyout policy, the City of Pacific must procure a qualified title company to complete title searches, provide title insurance, and manage the property closings. The City estimates but does not guarantee the acquisition of approximately twenty-seven (27) properties. The City of Pacific reserves the right to reject any and all bids.

Please provide letterhead quotations to the City of Pacific at Office of City Administrator, 300 Hoven Drive, Pacific, MO 63069, no later than 4 p.m. Thursday, February 13. Quotations must be in a sealed envelope with Flood Property Title Services clearly indicated on the envelope. Quotations will be publicly opened and read following the submittal deadline. Quotations that are not sealed and / or are not delivered by the deadline will be rejected.

Quotations must include the following pricing: *See appropriate section of attached chart*

Title search	\$ _____	per property - <i>Title Search + Exam Charges</i>
Closing fee	\$ _____	per property - <i>Closing Fee (per side)</i>
Title commitment	\$ <u>—</u>	per property - <i>Included in Title Search + Exam</i>
Title insurance	\$ _____	per property - <i>Owner Policy</i>
Preparation of warranty deed	\$ <u>—</u>	per property - <i>Not a separate fee</i>

The City of Pacific is an equal-opportunity employer and encourages submission of bids from minority and women-owned firms.

*Thank you for your interest in our project.*

# HILLSBORO TITLE COMPANY

*Opening doors to confident closings.*

Hwy. 21 & Third Street, P.O. Box 500, Hillsboro, MO 63050 | P: 636-797-4222 F: 636-797-5802

## Hillsboro Title Company Residential Fee Quotation

For the Counties of: Jefferson, Franklin, St. Louis, St. Louis City

(See Attached Schedule for Other Service Fees)

Purchase Price		Title Ins Prem	Title Search & Exam Charges	Total Charge For Owner Policy	Closing Fee	Closing Protection Letter
From	To	For Owner Policy			(per side)	(per side)
\$5,000	\$6,000	\$8.40	\$266.60	\$275.00	\$125.00	\$25.00
\$6,001	\$7,000	\$9.80	\$265.20	\$275.00	\$125.00	\$25.00
\$7,001	\$8,000	\$11.20	\$263.80	\$275.00	\$125.00	\$25.00
\$8,001	\$9,000	\$12.60	\$262.40	\$275.00	\$125.00	\$25.00
\$9,001	\$10,000	\$14.00	\$261.00	\$275.00	\$125.00	\$25.00
\$10,001	\$11,000	\$15.40	\$259.60	\$275.00	\$125.00	\$25.00
\$11,001	\$12,000	\$16.80	\$258.20	\$275.00	\$125.00	\$25.00
\$12,001	\$13,000	\$18.20	\$256.80	\$275.00	\$125.00	\$25.00
\$13,001	\$14,000	\$19.60	\$255.40	\$275.00	\$125.00	\$25.00
\$14,001	\$15,000	\$21.00	\$254.00	\$275.00	\$125.00	\$25.00
\$15,001	\$16,000	\$22.40	\$252.60	\$275.00	\$125.00	\$25.00
\$16,001	\$17,000	\$23.80	\$251.20	\$275.00	\$125.00	\$25.00
\$17,001	\$18,000	\$25.20	\$249.80	\$275.00	\$125.00	\$25.00
\$18,001	\$19,000	\$26.60	\$248.40	\$275.00	\$125.00	\$25.00
\$19,001	\$20,000	\$28.00	\$247.00	\$275.00	\$125.00	\$25.00
\$20,001	\$21,000	\$29.40	\$245.60	\$275.00	\$125.00	\$25.00
\$21,001	\$22,000	\$30.80	\$244.20	\$275.00	\$125.00	\$25.00
\$22,001	\$23,000	\$32.20	\$242.80	\$275.00	\$125.00	\$25.00
\$23,001	\$24,000	\$33.60	\$241.40	\$275.00	\$125.00	\$25.00
\$24,001	\$25,000	\$35.00	\$240.00	\$275.00	\$125.00	\$25.00
\$25,001	\$26,000	\$36.40	\$238.60	\$275.00	\$125.00	\$25.00
\$26,001	\$27,000	\$37.80	\$237.20	\$275.00	\$125.00	\$25.00
\$27,001	\$28,000	\$39.20	\$235.80	\$275.00	\$125.00	\$25.00
\$28,001	\$29,000	\$40.60	\$234.40	\$275.00	\$125.00	\$25.00
\$29,001	\$30,000	\$42.00	\$233.00	\$275.00	\$125.00	\$25.00
\$30,001	\$31,000	\$43.40	\$256.60	\$300.00	\$125.00	\$25.00
\$31,001	\$32,000	\$44.80	\$255.20	\$300.00	\$125.00	\$25.00
\$32,001	\$33,000	\$46.20	\$253.80	\$300.00	\$125.00	\$25.00
\$33,001	\$34,000	\$47.60	\$252.40	\$300.00	\$125.00	\$25.00
\$34,001	\$35,000	\$49.00	\$251.00	\$300.00	\$125.00	\$25.00
\$35,001	\$36,000	\$50.40	\$279.60	\$330.00	\$125.00	\$25.00
\$36,001	\$37,000	\$51.80	\$278.20	\$330.00	\$125.00	\$25.00
\$37,001	\$38,000	\$53.20	\$276.80	\$330.00	\$125.00	\$25.00
\$38,001	\$39,000	\$54.60	\$275.40	\$330.00	\$125.00	\$25.00
\$39,001	\$40,000	\$56.00	\$274.00	\$330.00	\$125.00	\$25.00
\$40,001	\$41,000	\$57.40	\$302.60	\$360.00	\$125.00	\$25.00
Arnold 636-464-0500	Festus 636-931-2255	Hillsboro 636-797-4424	Washington 636-239-2242	Construction Disbursing 636-797-3222		
Eureka 636-549-3749	St. Peters 636-397-4300	Sullivan 573-468-3488	Clayton 314-833-3433	Chesterfield 636-537-7850		

\$41,001	\$42,000	\$58.80	\$301.20	\$360.00	\$125.00	\$25.00
\$42,001	\$43,000	\$60.20	\$299.80	\$360.00	\$125.00	\$25.00
\$43,001	\$44,000	\$61.60	\$298.40	\$360.00	\$125.00	\$25.00
\$44,001	\$45,000	\$63.00	\$297.00	\$360.00	\$125.00	\$25.00
\$45,001	\$46,000	\$64.40	\$325.60	\$390.00	\$125.00	\$25.00
\$46,001	\$47,000	\$65.80	\$324.20	\$390.00	\$125.00	\$25.00
\$47,001	\$48,000	\$67.20	\$322.80	\$390.00	\$125.00	\$25.00
\$48,001	\$49,000	\$68.60	\$321.40	\$390.00	\$125.00	\$25.00
\$49,001	\$50,000	\$70.00	\$320.00	\$390.00	\$125.00	\$25.00
\$50,001	\$51,000	\$71.20	\$343.80	\$415.00	\$125.00	\$25.00
\$51,001	\$52,000	\$72.40	\$342.60	\$415.00	\$125.00	\$25.00
\$52,001	\$53,000	\$73.60	\$341.40	\$415.00	\$125.00	\$25.00
\$53,001	\$54,000	\$74.80	\$340.20	\$415.00	\$125.00	\$25.00
\$54,001	\$55,000	\$76.00	\$339.00	\$415.00	\$125.00	\$25.00
\$55,001	\$56,000	\$77.20	\$357.80	\$435.00	\$125.00	\$25.00
\$56,001	\$57,000	\$78.40	\$356.60	\$435.00	\$125.00	\$25.00
\$57,001	\$58,000	\$79.60	\$355.40	\$435.00	\$125.00	\$25.00
\$58,001	\$59,000	\$80.80	\$354.20	\$435.00	\$125.00	\$25.00
\$59,001	\$60,000	\$82.00	\$353.00	\$435.00	\$125.00	\$25.00
\$60,001	\$61,000	\$83.20	\$376.80	\$460.00	\$125.00	\$25.00
\$61,001	\$62,000	\$84.40	\$375.60	\$460.00	\$125.00	\$25.00
\$62,001	\$63,000	\$85.60	\$374.40	\$460.00	\$125.00	\$25.00
\$63,001	\$64,000	\$86.80	\$373.20	\$460.00	\$125.00	\$25.00
\$64,001	\$65,000	\$88.00	\$372.00	\$460.00	\$125.00	\$25.00
\$65,001	\$66,000	\$89.20	\$395.80	\$485.00	\$125.00	\$25.00
\$66,001	\$67,000	\$90.40	\$394.60	\$485.00	\$125.00	\$25.00
\$67,001	\$68,000	\$91.60	\$393.40	\$485.00	\$125.00	\$25.00
\$68,001	\$69,000	\$92.80	\$392.20	\$485.00	\$125.00	\$25.00
\$69,001	\$70,000	\$94.00	\$391.00	\$485.00	\$125.00	\$25.00
\$70,001	\$71,000	\$95.20	\$414.80	\$510.00	\$125.00	\$25.00
\$71,001	\$72,000	\$96.40	\$413.60	\$510.00	\$125.00	\$25.00
\$72,001	\$73,000	\$97.60	\$412.40	\$510.00	\$125.00	\$25.00
\$73,001	\$74,000	\$98.80	\$411.20	\$510.00	\$125.00	\$25.00
\$74,001	\$75,000	\$100.00	\$410.00	\$510.00	\$125.00	\$25.00
\$75,001	\$76,000	\$101.20	\$428.80	\$530.00	\$125.00	\$25.00
\$76,001	\$77,000	\$102.40	\$427.60	\$530.00	\$125.00	\$25.00
\$77,001	\$78,000	\$103.60	\$426.40	\$530.00	\$125.00	\$25.00
\$78,001	\$79,000	\$104.80	\$425.20	\$530.00	\$125.00	\$25.00
\$79,001	\$80,000	\$106.00	\$424.00	\$530.00	\$125.00	\$25.00
\$80,001	\$81,000	\$107.20	\$437.80	\$545.00	\$125.00	\$25.00
\$81,001	\$82,000	\$108.40	\$436.60	\$545.00	\$125.00	\$25.00
\$82,001	\$83,000	\$109.60	\$435.40	\$545.00	\$125.00	\$25.00
\$83,001	\$84,000	\$110.80	\$434.20	\$545.00	\$125.00	\$25.00
\$84,001	\$85,000	\$112.00	\$433.00	\$545.00	\$125.00	\$25.00
\$85,001	\$86,000	\$113.20	\$451.80	\$565.00	\$125.00	\$25.00
\$86,001	\$87,000	\$114.40	\$450.60	\$565.00	\$125.00	\$25.00
\$87,001	\$88,000	\$115.60	\$449.40	\$565.00	\$125.00	\$25.00
\$88,001	\$89,000	\$116.80	\$448.20	\$565.00	\$125.00	\$25.00
\$89,001	\$90,000	\$118.00	\$447.00	\$565.00	\$125.00	\$25.00
\$90,001	\$91,000	\$119.20	\$465.80	\$585.00	\$125.00	\$25.00

\$91,001	\$92,000	\$120.40	\$464.60	<b>\$585.00</b>	\$125.00	\$25.00
\$92,001	\$93,000	\$121.60	\$463.40	<b>\$585.00</b>	\$125.00	\$25.00
\$93,001	\$94,000	\$122.80	\$462.20	<b>\$585.00</b>	\$125.00	\$25.00
\$94,001	\$95,000	\$124.00	\$461.00	<b>\$585.00</b>	\$125.00	\$25.00
\$95,001	\$96,000	\$125.20	\$474.80	<b>\$600.00</b>	\$125.00	\$25.00
\$96,001	\$97,000	\$126.40	\$473.60	<b>\$600.00</b>	\$125.00	\$25.00
\$97,001	\$98,000	\$127.60	\$472.40	<b>\$600.00</b>	\$125.00	\$25.00
\$98,001	\$99,000	\$128.80	\$471.20	<b>\$600.00</b>	\$125.00	\$25.00
\$99,001	\$100,000	\$130.00	\$470.00	<b>\$600.00</b>	\$125.00	\$25.00
\$100,001	\$101,000	\$130.80	\$484.20	<b>\$615.00</b>	\$125.00	\$25.00
\$101,001	\$102,000	\$131.60	\$483.40	<b>\$615.00</b>	\$125.00	\$25.00
\$102,001	\$103,000	\$132.40	\$482.60	<b>\$615.00</b>	\$125.00	\$25.00
\$103,001	\$104,000	\$133.20	\$481.80	<b>\$615.00</b>	\$125.00	\$25.00
\$104,001	\$105,000	\$134.00	\$481.00	<b>\$615.00</b>	\$125.00	\$25.00
\$105,001	\$106,000	\$134.80	\$495.20	<b>\$630.00</b>	\$125.00	\$25.00
\$106,001	\$107,000	\$135.60	\$494.40	<b>\$630.00</b>	\$125.00	\$25.00
\$107,001	\$108,000	\$136.40	\$493.60	<b>\$630.00</b>	\$125.00	\$25.00
\$108,001	\$109,000	\$137.20	\$492.80	<b>\$630.00</b>	\$125.00	\$25.00
\$109,001	\$110,000	\$138.00	\$492.00	<b>\$630.00</b>	\$125.00	\$25.00
\$110,001	\$111,000	\$138.80	\$501.20	<b>\$640.00</b>	\$125.00	\$25.00
\$111,001	\$112,000	\$139.60	\$500.40	<b>\$640.00</b>	\$125.00	\$25.00
\$112,001	\$113,000	\$140.40	\$499.60	<b>\$640.00</b>	\$125.00	\$25.00
\$113,001	\$114,000	\$141.20	\$498.80	<b>\$640.00</b>	\$125.00	\$25.00
\$114,001	\$115,000	\$142.00	\$498.00	<b>\$640.00</b>	\$125.00	\$25.00
\$115,001	\$116,000	\$142.80	\$507.20	<b>\$650.00</b>	\$125.00	\$25.00
\$116,001	\$117,000	\$143.60	\$506.40	<b>\$650.00</b>	\$125.00	\$25.00
\$117,001	\$118,000	\$144.40	\$505.60	<b>\$650.00</b>	\$125.00	\$25.00
\$118,001	\$119,000	\$145.20	\$504.80	<b>\$650.00</b>	\$125.00	\$25.00
\$119,001	\$120,000	\$146.00	\$504.00	<b>\$650.00</b>	\$125.00	\$25.00
\$120,001	\$121,000	\$146.80	\$513.20	<b>\$660.00</b>	\$125.00	\$25.00
\$121,001	\$122,000	\$147.60	\$512.40	<b>\$660.00</b>	\$125.00	\$25.00
\$122,001	\$123,000	\$148.40	\$511.60	<b>\$660.00</b>	\$125.00	\$25.00
\$123,001	\$124,000	\$149.20	\$510.80	<b>\$660.00</b>	\$125.00	\$25.00
\$124,001	\$125,000	\$150.00	\$510.00	<b>\$660.00</b>	\$125.00	\$25.00
\$125,001	\$126,000	\$150.80	\$519.20	<b>\$670.00</b>	\$125.00	\$25.00
\$126,001	\$127,000	\$151.60	\$518.40	<b>\$670.00</b>	\$125.00	\$25.00
\$127,001	\$128,000	\$152.40	\$517.60	<b>\$670.00</b>	\$125.00	\$25.00
\$128,001	\$129,000	\$153.20	\$516.80	<b>\$670.00</b>	\$125.00	\$25.00
\$129,001	\$130,000	\$154.00	\$516.00	<b>\$670.00</b>	\$125.00	\$25.00
\$130,001	\$131,000	\$154.80	\$525.20	<b>\$680.00</b>	\$125.00	\$25.00
\$131,001	\$132,000	\$155.60	\$524.40	<b>\$680.00</b>	\$125.00	\$25.00
\$132,001	\$133,000	\$156.40	\$523.60	<b>\$680.00</b>	\$125.00	\$25.00
\$133,001	\$134,000	\$157.20	\$522.80	<b>\$680.00</b>	\$125.00	\$25.00
\$134,001	\$135,000	\$158.00	\$522.00	<b>\$680.00</b>	\$125.00	\$25.00
\$135,001	\$136,000	\$158.80	\$531.20	<b>\$690.00</b>	\$125.00	\$25.00
\$136,001	\$137,000	\$159.60	\$530.40	<b>\$690.00</b>	\$125.00	\$25.00
\$137,001	\$138,000	\$160.40	\$529.60	<b>\$690.00</b>	\$125.00	\$25.00
\$138,001	\$139,000	\$161.20	\$528.80	<b>\$690.00</b>	\$125.00	\$25.00
\$139,001	\$140,000	\$162.00	\$528.00	<b>\$690.00</b>	\$125.00	\$25.00
\$140,001	\$141,000	\$162.80	\$537.20	<b>\$700.00</b>	\$125.00	\$25.00

\$141,001	\$142,000	\$163.60	\$536.40	\$700.00	\$125.00	\$25.00
\$142,001	\$143,000	\$164.40	\$535.60	\$700.00	\$125.00	\$25.00
\$143,001	\$144,000	\$165.20	\$534.80	\$700.00	\$125.00	\$25.00
\$144,001	\$145,000	\$166.00	\$534.00	\$700.00	\$125.00	\$25.00
\$145,001	\$146,000	\$166.80	\$548.20	\$715.00	\$125.00	\$25.00
\$146,001	\$147,000	\$167.60	\$547.40	\$715.00	\$125.00	\$25.00
\$147,001	\$148,000	\$168.40	\$546.60	\$715.00	\$125.00	\$25.00
\$148,001	\$149,000	\$169.20	\$545.80	\$715.00	\$125.00	\$25.00
\$149,001	\$150,000	\$170.00	\$545.00	\$715.00	\$125.00	\$25.00
\$150,001	\$151,000	\$170.80	\$553.20	\$724.00	\$125.00	\$25.00
\$151,001	\$152,000	\$171.60	\$552.40	\$724.00	\$125.00	\$25.00
\$152,001	\$153,000	\$172.40	\$551.60	\$724.00	\$125.00	\$25.00
\$153,001	\$154,000	\$173.20	\$550.80	\$724.00	\$125.00	\$25.00
\$154,001	\$155,000	\$174.00	\$550.00	\$724.00	\$125.00	\$25.00
\$155,001	\$156,000	\$174.80	\$558.20	\$733.00	\$125.00	\$25.00
\$156,001	\$157,000	\$175.60	\$557.40	\$733.00	\$125.00	\$25.00
\$157,001	\$158,000	\$176.40	\$556.60	\$733.00	\$125.00	\$25.00
\$158,001	\$159,000	\$177.20	\$555.80	\$733.00	\$125.00	\$25.00
\$159,001	\$160,000	\$178.00	\$555.00	\$733.00	\$125.00	\$25.00
\$160,001	\$161,000	\$178.80	\$563.20	\$742.00	\$125.00	\$25.00
\$161,001	\$162,000	\$179.60	\$562.40	\$742.00	\$125.00	\$25.00
\$162,001	\$163,000	\$180.40	\$561.60	\$742.00	\$125.00	\$25.00
\$163,001	\$164,000	\$181.20	\$560.80	\$742.00	\$125.00	\$25.00
\$164,001	\$165,000	\$182.00	\$560.00	\$742.00	\$125.00	\$25.00
\$165,001	\$166,000	\$182.80	\$568.20	\$751.00	\$125.00	\$25.00
\$166,001	\$167,000	\$183.60	\$567.40	\$751.00	\$125.00	\$25.00
\$167,001	\$168,000	\$184.40	\$566.60	\$751.00	\$125.00	\$25.00
\$168,001	\$169,000	\$185.20	\$565.80	\$751.00	\$125.00	\$25.00
\$169,001	\$170,000	\$186.00	\$565.00	\$751.00	\$125.00	\$25.00
\$170,001	\$171,000	\$186.80	\$573.20	\$760.00	\$125.00	\$25.00
\$171,001	\$172,000	\$187.60	\$572.40	\$760.00	\$125.00	\$25.00
\$172,001	\$173,000	\$188.40	\$571.60	\$760.00	\$125.00	\$25.00
\$173,001	\$174,000	\$189.20	\$570.80	\$760.00	\$125.00	\$25.00
\$174,001	\$175,000	\$190.00	\$570.00	\$760.00	\$125.00	\$25.00
\$175,001	\$176,000	\$190.80	\$578.20	\$769.00	\$125.00	\$25.00
\$176,001	\$177,000	\$191.60	\$577.40	\$769.00	\$125.00	\$25.00
\$177,001	\$178,000	\$192.40	\$576.60	\$769.00	\$125.00	\$25.00
\$178,001	\$179,000	\$193.20	\$575.80	\$769.00	\$125.00	\$25.00
\$179,001	\$180,000	\$194.00	\$575.00	\$769.00	\$125.00	\$25.00
\$180,001	\$181,000	\$194.80	\$583.20	\$778.00	\$125.00	\$25.00
\$181,001	\$182,000	\$195.60	\$582.40	\$778.00	\$125.00	\$25.00
\$182,001	\$183,000	\$196.40	\$581.60	\$778.00	\$125.00	\$25.00
\$183,001	\$184,000	\$197.20	\$580.80	\$778.00	\$125.00	\$25.00
\$184,001	\$185,000	\$198.00	\$580.00	\$778.00	\$125.00	\$25.00
\$185,001	\$186,000	\$198.80	\$588.20	\$787.00	\$125.00	\$25.00
\$186,001	\$187,000	\$199.60	\$587.40	\$787.00	\$125.00	\$25.00
\$187,001	\$188,000	\$200.40	\$586.60	\$787.00	\$125.00	\$25.00
\$188,001	\$189,000	\$201.20	\$585.80	\$787.00	\$125.00	\$25.00
\$189,001	\$190,000	\$202.00	\$585.00	\$787.00	\$125.00	\$25.00
\$190,001	\$191,000	\$202.80	\$593.20	\$796.00	\$125.00	\$25.00

\$191,001	\$192,000	\$203.60	\$592.40	<b>\$796.00</b>	\$125.00	\$25.00
\$192,001	\$193,000	\$204.40	\$591.60	<b>\$796.00</b>	\$125.00	\$25.00
\$193,001	\$194,000	\$205.20	\$590.80	<b>\$796.00</b>	\$125.00	\$25.00
\$194,001	\$195,000	\$206.00	\$590.00	<b>\$796.00</b>	\$125.00	\$25.00
\$195,001	\$196,000	\$206.80	\$598.20	<b>\$805.00</b>	\$125.00	\$25.00
\$196,001	\$197,000	\$207.60	\$597.40	<b>\$805.00</b>	\$125.00	\$25.00
\$197,001	\$198,000	\$208.40	\$596.60	<b>\$805.00</b>	\$125.00	\$25.00
\$198,001	\$199,000	\$209.20	\$595.80	<b>\$805.00</b>	\$125.00	\$25.00
\$199,001	\$200,000	\$210.00	\$595.00	<b>\$805.00</b>	\$125.00	\$25.00

## Recording Fees

### Franklin County

\$24.00 for the first page

\$3.00 for each additional page

### City of St. Louis

\$23.00 for the first page

\$5.00 for each additional page

### St. Charles & Jackson Counties

\$21.00 for the first page

\$3.00 for each additional page

### All Other Counties

\$24.00 for the first page

\$3.00 for each additional page

**Jefferson County: If a property is defined by metes and bounds and is in unincorporated Jefferson County it is subject to Planning & Zoning approval and an additional \$10.00 charge applies per conveyance.**



RESIDENTIAL \* COMMERCIAL \* FARMS \* ESTATES

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1601 W. 5<sup>th</sup> Street, Washington, MO 63090

(636) 239-2731 (636) 239-2733 fax

January 27, 2020

Mr. Steve Roth  
City Administrator  
300 Hoven Drive  
Pacific, MO 63069

Dear Mr. Roth,

In receipt of your request for a bid for properties within the city limits of Pacific, MO, Landmark Appraisal would like to submit an estimate for appraisals for the twenty-seven (27) properties.

Enclosed you will find "The Request for Quotations" that was sent with 12 items that each appraisal should adhere to and that is acceptable to Landmark. The cost for each type of property is included.

Karen Koopman will be the appraiser doing these reports. She is a Certified General Appraiser in the State of Missouri and has been for the past 15 years. Missouri certification number MO2007008687. Landmark also has two appraiser trainees that will be assisting her.

Thank you for the opportunity to help you with this project.

Sincerely,

Karen J. Koopman  
Certified General Appraiser #2007008687  
Landmark Appraisal Co.  
1601 W 5<sup>th</sup> Street  
Washington, MO 63090

# City of Pacific

300 Hoven Drive  
Pacific, MO 63069

636-271-0500  
[www.pacificmissouri.com](http://www.pacificmissouri.com)

## REQUEST FOR QUOTATIONS Professional Appraisal Services

January 23, 2020

The City of Pacific is working with the Missouri State Emergency Management Agency to implement a program designed to help the owners of properties that have a history of flooding by acquiring and demolishing the properties to eliminate the risk of future flood damages. In accordance with the buyout policy, the City of Pacific intends to procure a State board certified and licensed appraisal company to complete the appraisals of these properties. The City of Pacific estimates the scope of properties to be appraised at twenty-seven (27) structures on approximately twenty-seven (27) parcels of land.

The following stipulations must be used in the appraisals:

1. The City of Pacific is procuring these services with the permission of the owners. The appraisals are to be provided to the City of Pacific in sets of two originals for each property. Any requests for copies of these appraisals must be forwarded to the City of Pacific for decision.
2. A State board certified and licensed appraiser must make all appraisals (internal & external – no windshield appraisals).
3. All appraisals must be on Freddie Mac or similar appraisal forms. Narrative only appraisals are not acceptable.
4. Appraisals for all properties must be made by parcel of land, even if there are multiple lots on a parcel and identified by parcel identification.
5. Manufactured homes must be appraised “where they are” on the lots from which they are to be sold.
6. All properties must be evaluated in a “pre-flood” condition as of the date of the flooding event.
7. The appraiser must use a sales comparison approach for all appraisals. This approach must be used even if a subject property produces income for the owner.
8. The appraiser must be able to substantiate the values used for the sales of all comparables with documentation of sales if requested by the City of Pacific.
9. Comparables in the general area of the City of Pacific are acceptable; as long as adjustments are made up or down to reflect the differences in property values when the comparables are not located in the immediate vicinity of the City of Pacific.
10. Site value adjustments absolutely must be made for any comparables that are not located in a floodplain when the subject property is located in a floodplain. All these properties to be appraised are located in the floodplain. Other adjustments for lot size, improvements, basements, etc. will be made as usual.

11. The estimated site value must be shown clearly somewhere on the appraisal in addition to the indicated value by sales comparison approach/(FMV). Any kitchen equipment (i.e., refrigerator) that is typically moved by the occupant upon departure should not be included in the final value of the property.
12. All appraisals must show clearly the estimated Fair Market Value (FMV).

**Please provide letterhead quotations to the City of Pacific at Office of City Administrator, 300 Hoven Drive, Pacific, MO 63069, no later than 4 p.m. Thursday, February 13. Quotations must be in a sealed envelope with Flood Property Appraisals clearly indicated on the envelope. Quotations will be publicly opened and read following the submittal deadline. Quotations that are not sealed and / or are not delivered by the deadline will be rejected.**

The quotation should include a unit price for each of the following:

Cost is \$ 350.<sup>00</sup> per residential structure appraised. (Multi-family apt)  
Cost is \$ 1200.<sup>00</sup> per non-residential structures appraised. 1-unit \$550  
5-20 unit \$1200  
Cost is \$ 300.<sup>00</sup> per vacant lot appraised.

The quotation should also include a statement providing the expected number of days to complete all project appraisals from the date of the notice to proceed.

The quotation should also include a statement that the City of Pacific's stipulations provided above (#1 through #12) are acceptable and all appraisals will be performed in accordance with these stipulations.

The City of Pacific reserves the right to reject any and all appraisals and deny payment for any appraisal rejected. The City of Pacific is an equal-opportunity employer and encourages submission of quotes from minority and women-owned firms.

*Thank you for your interest in our project.*



February 12, 2020

Mr. Steve Roth  
City Administrator  
City of Pacific  
300 Hoven Drive  
Pacific, MO 63069

Subject: Flood Property Appraisals – Request for Quotations Dated January 23, 2020

Dear Mr. Roth:

Integra Realty Resources – St. Louis is pleased to offer this response to the above RFQ to provide Professional Appraisal Services on twenty-seven (27) structures on approximately twenty-seven (27) parcels of land.

We understand that the City of Pacific is working with the Missouri State Emergency Management Agency to implement a program designed to help the owners of properties that have a history of flooding by acquiring and demolishing the properties to eliminate the risk of future flood damages.

We would prepare the appraisal in conformity with the stipulations outlined in your Request for Quotations as follows:

1. The City of Pacific is procuring these services with the permission of the owners. The appraisals are to be provided to the City of Pacific in sets of two originals for each property. Any requests for copies of these appraisals must be forwarded to the City of Pacific for decision.
2. A State board certified and licensed appraiser must make all appraisals (internal & external – no windshield appraisals).
3. All appraisals must be on Freddie Mac or similar appraisal forms. Narrative only appraisals are not acceptable.
4. Appraisals for all properties must be made by parcel of land, even if there are multiple lots on a parcel and identified by parcel identification.
5. Manufactured homes must be appraised “where they are” on the lots from which they are to be sold.
6. All properties must be evaluated in a “pre-flood” condition as of the date of the flooding event.

7. The appraiser must use a sales comparison approach for all appraisals. This approach must be used even if a subject property produces income for the owner.
8. The appraiser must be able to substantiate the values used for the sales of all comparables with documentation of sales if requested by the City of Pacific.
9. Comparables in the general area of the City of Pacific are acceptable; as long as adjustments are made up or down to reflect the differences in property values when the comparables are not located in the immediate vicinity of the City of Pacific.
10. Site value adjustments absolutely must be made for any comparables that are not located in a floodplain when the subject property is located in a floodplain. All these properties to be appraised are located in the floodplain. Other adjustments for lot size, improvements, basements, etc. will be made as usual.
11. The estimated site value must be shown clearly somewhere on the appraisal in addition to the indicated value by sales comparison approach/(FMV). Any kitchen equipment (i.e., refrigerator) that is typically moved by the occupant upon departure should not be included in the final value of the property.
12. All appraisals must show clearly the estimated Fair Market Value (FMV).

We believe our firm is uniquely qualified to handle this assignment. Integra Realty Resources performs similar flood related work throughout the country and currently has Statewide contracts with the USACE in the region for appraisal services. Additionally, our firm has worked on similar federal related projects across the country. Complex retrospective analyses on Flooded properties can be difficult appraisal problems and federal acquisitions guidelines and procedure requirements dictated by the Uniform Act may be required by FEMA. We are experienced in Federal Projects and understand the complexities involved as we recently completed a 30 parcel project for the US Corp of engineers in Kentucky with similar conditions. Our land valuation specialists understand the applicable requirements of the UASFLA - Uniform Appraisal Standards for Federal Land Acquisition, also known as the yellow book requirements. We have completed numerous appraisals in conformance with the UASFLA requirements for various public agencies nationwide. More information about our services in the public domain and be found at this link. <https://www.irr.com/services/public-sector-and-eminant-domain>

We have attached copies of our office profile and qualifications and licenses.

Our fee quote for the assignments are as follows:

- \$1,750 per residential structure appraised
- \$1,950 per non-residential structure appraised
- \$1,250 per vacant lot appraised

We anticipate providing all appraisals within 60 days of receiving our notice to proceed. We would be prepared to "tier" the assignments to provide appraisal reports on higher priority properties sooner, as needed by the client. IRR-St. Louis will work with other flood property specialists in the region to complete this project on-time and on-budget.

February 12, 2020  
Page 3

Thank you for the opportunity to provide our quotation and qualifications on this assignment. If you need further information on our company or the scope of services that we would be able to provide, please do not hesitate to contact me.

Sincerely,

**INTEGRA REALTY RESOURCES – ST. LOUIS**

A handwritten signature in cursive script, appearing to read "Timothy M. Schoemehl".

Timothy M. Schoemehl, MAI  
Senior Managing Director  
(636) 898-6533  
[tschoemehl@irr.com](mailto:tschoemehl@irr.com)

## ENCROACHMENT AGREEMENT

STATE OF MISSOURI           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ST. LOUIS       §

WHEREAS, Phillips 66 Pipeline LLC, a Delaware limited liability company, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated the 31<sup>h</sup> day of July, 1930 from C.R. Littleton and Emma F. Littleton, husband and wife, covering lands in Franklin County, State of Missouri, said instrument being filed of record in Book 111, Page 400 of the Deed Records of Franklin County, Missouri, and

WHEREAS, Permitter owns and operates a ten inch and two eight inch pipeline(s) in the lands covered by Permitter's Rights-of-Way; and

WHEREAS, the Pacific Municipal Assistance Corporation, (hereinafter referred to as "Permittee", whether one or more) with an address of 300 Hoven Drive, Pacific, Missouri 63069, is the owner of tracts of land, and which is subject to Permitter's Rights-of-Way; and

WHEREAS, Permittee has requested permission to encroach upon Permitter's Rights-of-Way, located on Permittee's land specified above, by constructing a gravel parking lot, sidewalk and retaining wall (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permitter is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Rights-of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Rights-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter.

2. Permittee has been advised and is fully aware that Permitter now has, and shall continue to have, the right to utilize the land within the Rights-of-Way and Permitter is hereby granted the right to use additional workspace outside of said Rights-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity.

Permittee also agrees that Permittor shall not be responsible or liable for, and Permittee hereby releases Permittor from, any lost business or consequential damages resulting from Permittor's above described activities, howsoever caused.

3. Permittee shall give Permittor at least ten (10) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Rights-of-Way, or any movement of equipment across the Rights-of-Way, in order that Permittor shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permittor's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

Phillips 66 Company  
Real Estate Services Manager  
PO Box 421959  
HQ-13-S1248  
Houston, TX 77242-1959

4. Any future encroachments by Permittee on, or disturbances of, Permittor's Rights-of-Way are strictly forbidden unless expressly permitted by Permittor under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permittor's Rights-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permittor's pipeline(s) or the operation of such pipelines located within Permittor's Rights-of-Way.

5. Nothing in this Agreement shall be construed as a release of any of Permittor's rights in the Rights-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permittor's sole judgment, to lower or relocate Permittor's pipeline(s) as a result of any encroachment by Permittee within the Rights-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permittor at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permittor's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permittor.

7. Permittor shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permittor's Design Guidelines and Construction Guidelines attached hereto as Exhibit "B".

**9. PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"),**

**HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREAFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES' SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.**

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permitter's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permitter of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**EXECUTED** on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date").

**PERMITTOR**

PHILLIPS 66 PIPELINE LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERMITTEE**

THE PACIFIC MUNICIPAL ASSISTANCE CORP

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

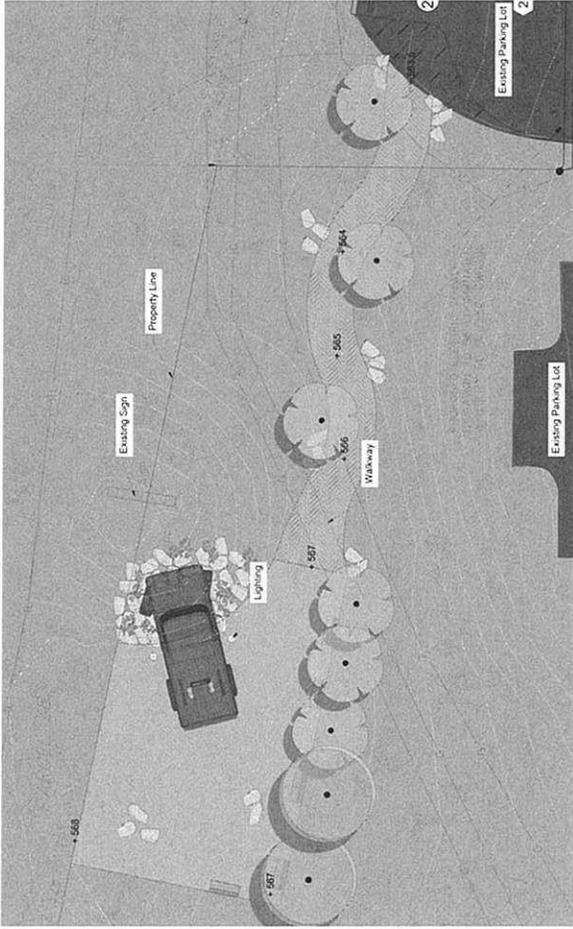


**EXHIBIT "A"**

**EXHIBIT "B"**

**DESIGN GUIDELINES AND CONSTRUCTION GUIDELINES**

Exhibit A



PRELIMINARY CONCEPT



LOCATION MAP

# BIGFOOT PLAZA CONSTRUCTION DOCUMENTS

SHEET INDEX

L000	EXISTING CONDITIONS & DEMOLITION PLAN
L100	SITE PLAN
L101	DIMENSION PLAN
L102	GRADING PLAN
L103	PLANTING PLAN
L200	DETAIL SITE PLAN
L201	DETAIL SITE PLAN
L700	DETAILS
L701	DETAILS



DATE: 08/27/08  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT # 1022  
 SHEET NUMBER

FOR OFFICIAL USE ONLY

CONTRACTOR  
 BIGFOOT PLAZA  
 300 N HOVEN DR  
 PACIFIC MO 63069

CONSULTANT  
 D2 Design  
 Landscape Architecture  
 1001 W. UNIVERSITY  
 SUITE 100  
 ST. LOUIS, MO 63105

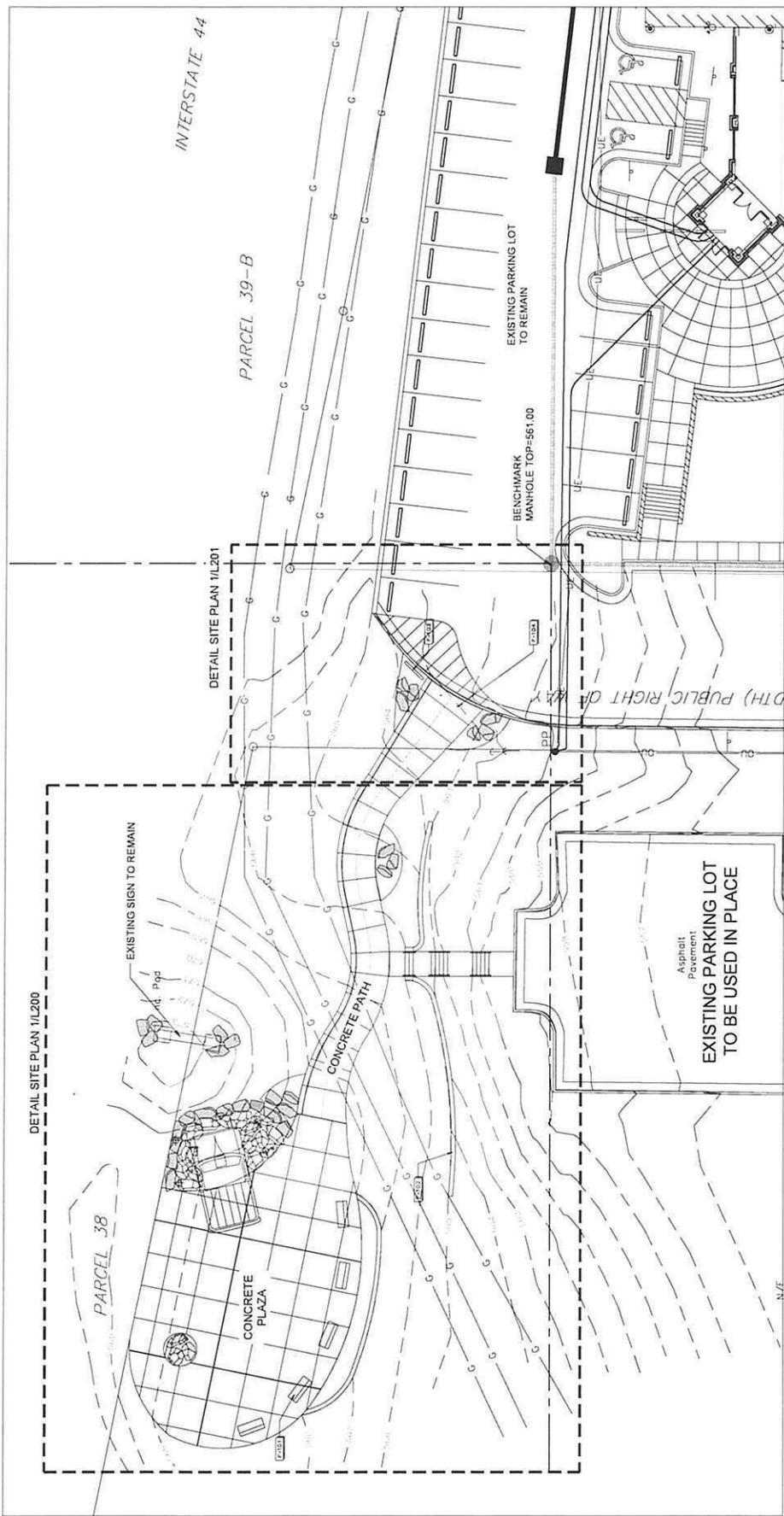



  
 STATE OF MICHIGAN
   
 PROFESSIONAL ENGINEER
   
 LICENSE NO. 94000
   
 EXPIRES 12/31/2024
   
 DATE OF ISSUANCE 12/31/2024
   
 PROJECT TITLE
   
 SHEET NUMBER
   
 L100

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BIGFOOT PLAZA  
 300 N HOVEN DR.  
 PACIFIC MO 63069

GORMAN'S  
 LANDSCAPE ARCHITECTURE  
 1000 W. WASHINGTON  
 SUITE 100  
 ST. LOUIS, MO 63101  
 TEL: 314.433.1111  
 WWW.GORMANSLA.COM



- GENERAL NOTES:**
1. BASED UPON DRAWINGS:
  1. CIVIL SITE PLAN BY ARCHIMAGIS, RECEIVED 2/13/19
  2. ALL CONSTRUCTION SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 2 DAYS PRIOR TO PLANTING. DO NOT DIG HOLES FOR PLANTING MATERIAL UNTIL STAKED LOCATIONS HAVE BEEN APPROVED.
  3. ALL CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT. IF A CONFLICT ARISES BETWEEN THE PLAN DRAWINGS AND THE WRITTEN PLAN SCHEDULE, THE WRITTEN PLAN SCHEDULE SHALL PREVAIL.
  4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PERTAINING TO CONSTRUCTION.
  5. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. VERIFY THEIR LOCATION AND DEPTH PRIOR TO CONSTRUCTION AND AVOID ANY DAMAGE TO UNDERGROUND UTILITIES.
  6. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UNDERGROUND UTILITIES DURING THE CONSTRUCTION PROCESS.
  7. CALL 1-800-DIG-RITE (344-7483) A MINIMUM OF 72 HOURS PRIOR TO DIGGING.
  8. REPORT ANY DISCREPANCIES FOUND WITH REGARD TO EXISTING CONDITIONS OR PROPOSED DESIGN IMMEDIATELY TO THE ARCHITECT.
  9. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHERE IT IS FOUND THAT KNOWN DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  10. REFER TO EXISTING CONDITIONS PLAN FOR UNDERGROUND UTILITY LOCATIONS.
  11. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. RESTORATION SHALL BE RESTORED WITH TOP-SOIL, MULCH, PLANTING, AND SEED, UNLESS OTHERWISE INDICATED.

PROPERTY NOTES TO BE ISSUED

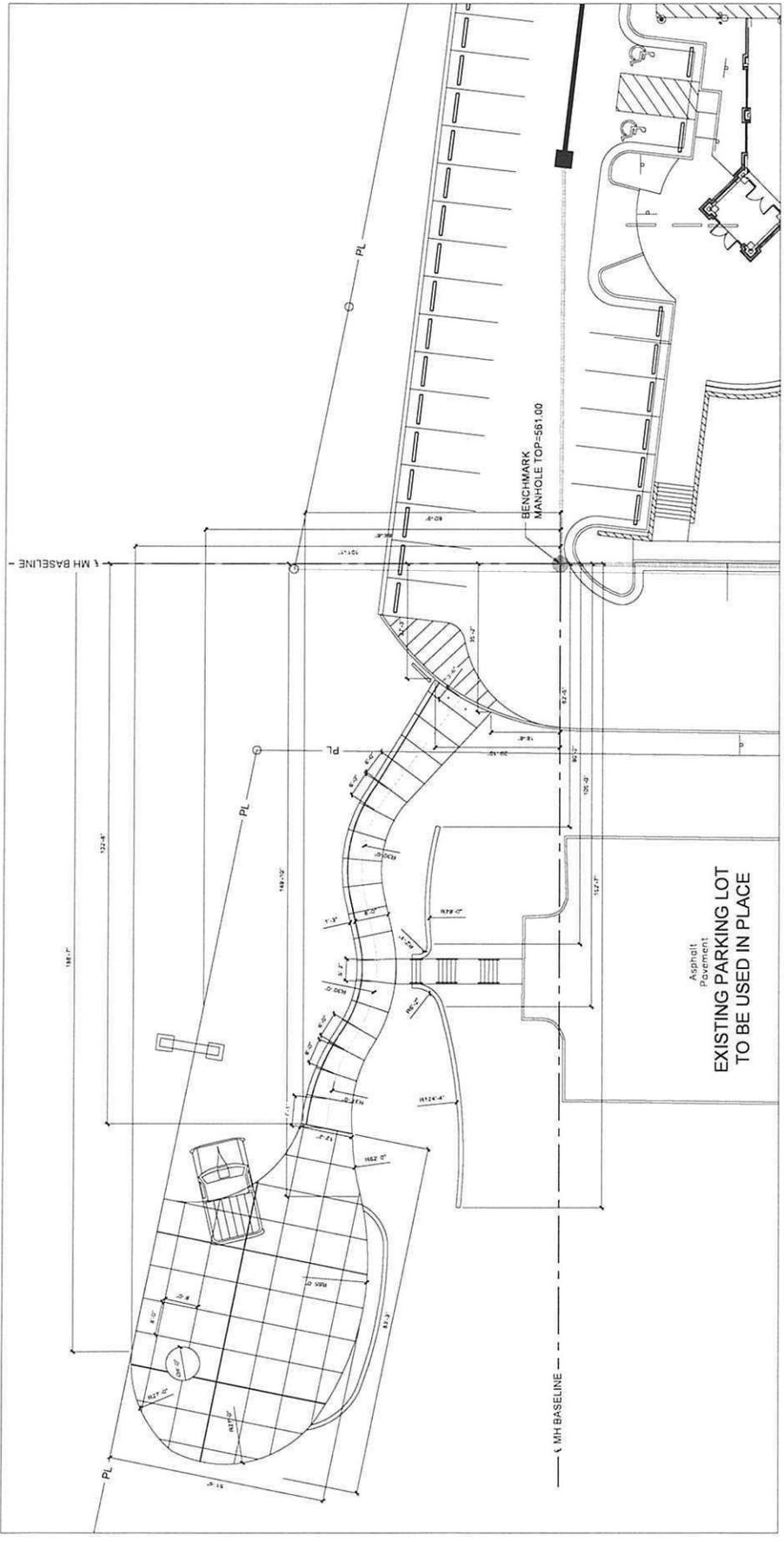
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DATE: 05/23/2017  
DRAWN BY: J. H. HARRIS  
CHECKED BY: J. H. HARRIS  
PROJECT NO.: 17-001  
SHEET NO.: 101

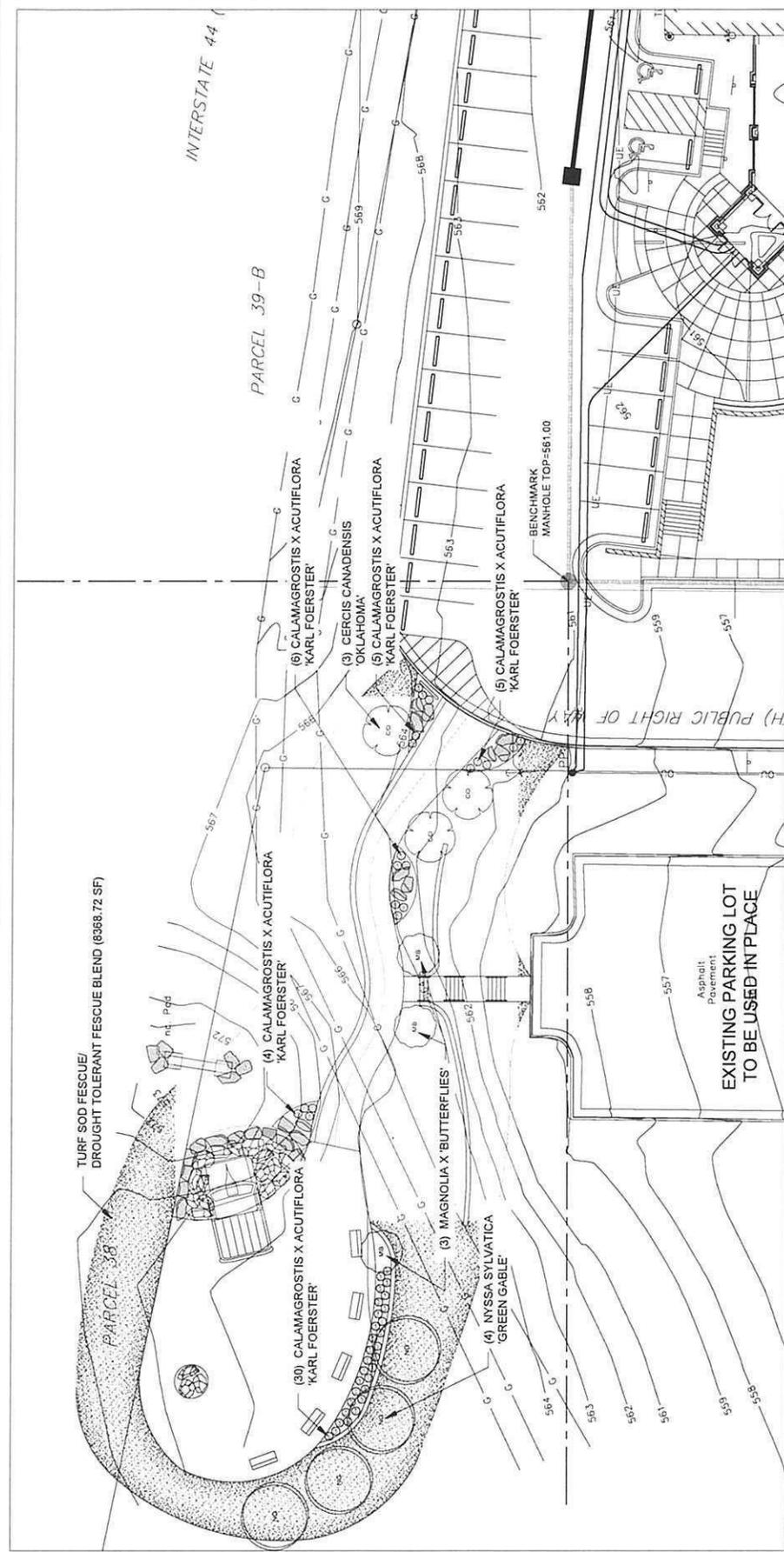
BIGFOOT PLAZA  
300 N HOVEN DR  
PACIFIC MO 63069

GOVERNOR'S  
DESIGN  
LANDSCAPE ARCHITECTURE  
CONSULTANT



THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE GROUND. THE CONSULTANT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT INCLUDE CONSTRUCTION OR MAINTENANCE OF THE PROJECT.





NO.	REVISION/DATE
1	05/23/17
2	07/27/17



**NOTE:**  
 1. ALL LANDSCAPE BEDS TO BE MULCHED TO 3" DEPTH WITH DOUBLE GROUND, BROWN HARDWOOD MULCH.

**PLANTING SOIL NOTES:**  
 1. PLANTING SOILS SHALL BE FREE OF STONES, TWIGS, BRUSH OR OTHER WEEDY MATERIALS OVER 1" IN DIAMETER. FOR BEST RESULTS, BRUSH OR STICKS FROM NOxious WEEDS, SUCH AS JOHNSON GRASS, MILKWEED, NUTBUSH AND CANADIAN THISTLE, SHOULD NOT BE PRESENT IN THE SOILS.  
 2. EXISTING SOILS SHALL BE TESTED FOR NUTRIENT DEFICIENCIES AND PH. SOILS WITH DEFICIENCIES SHALL BE AMENDED WITH NUTRIENT DEFICIENCY CORRECTIVES AND STOCKPILE FOR RE-USE OR FOR REMOVAL FROM SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXCESS SOIL FROM SITE.







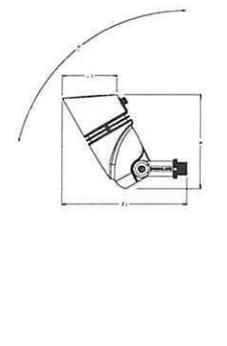
THIS DOCUMENT IS THE PROPERTY OF DG2 DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DG2 DESIGN.

**PLANT SCHEDULE**

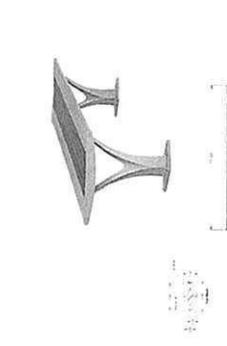
NO.	SYMBOL	COMMON NAME	SC.	QTY	DATE
01		CHRISTMAS TREE (SPECIAL VARIETY)	SC. 01	1	01/15/17
02		MAHONIA (SPECIAL VARIETY)	SC. 02	1	01/15/17
03		SPRING BURNING BUSH	SC. 03	1	01/15/17
04		DOGWOOD	SC. 04	1	01/15/17
05		DOGWOOD	SC. 05	1	01/15/17
06		DOGWOOD	SC. 06	1	01/15/17
07		DOGWOOD	SC. 07	1	01/15/17
08		DOGWOOD	SC. 08	1	01/15/17
09		DOGWOOD	SC. 09	1	01/15/17
10		DOGWOOD	SC. 10	1	01/15/17
11		DOGWOOD	SC. 11	1	01/15/17
12		DOGWOOD	SC. 12	1	01/15/17
13		DOGWOOD	SC. 13	1	01/15/17
14		DOGWOOD	SC. 14	1	01/15/17
15		DOGWOOD	SC. 15	1	01/15/17
16		DOGWOOD	SC. 16	1	01/15/17
17		DOGWOOD	SC. 17	1	01/15/17
18		DOGWOOD	SC. 18	1	01/15/17
19		DOGWOOD	SC. 19	1	01/15/17
20		DOGWOOD	SC. 20	1	01/15/17
21		DOGWOOD	SC. 21	1	01/15/17
22		DOGWOOD	SC. 22	1	01/15/17
23		DOGWOOD	SC. 23	1	01/15/17
24		DOGWOOD	SC. 24	1	01/15/17
25		DOGWOOD	SC. 25	1	01/15/17
26		DOGWOOD	SC. 26	1	01/15/17
27		DOGWOOD	SC. 27	1	01/15/17
28		DOGWOOD	SC. 28	1	01/15/17
29		DOGWOOD	SC. 29	1	01/15/17
30		DOGWOOD	SC. 30	1	01/15/17
31		DOGWOOD	SC. 31	1	01/15/17
32		DOGWOOD	SC. 32	1	01/15/17
33		DOGWOOD	SC. 33	1	01/15/17
34		DOGWOOD	SC. 34	1	01/15/17
35		DOGWOOD	SC. 35	1	01/15/17
36		DOGWOOD	SC. 36	1	01/15/17
37		DOGWOOD	SC. 37	1	01/15/17
38		DOGWOOD	SC. 38	1	01/15/17
39		DOGWOOD	SC. 39	1	01/15/17
40		DOGWOOD	SC. 40	1	01/15/17
41		DOGWOOD	SC. 41	1	01/15/17
42		DOGWOOD	SC. 42	1	01/15/17
43		DOGWOOD	SC. 43	1	01/15/17
44		DOGWOOD	SC. 44	1	01/15/17
45		DOGWOOD	SC. 45	1	01/15/17
46		DOGWOOD	SC. 46	1	01/15/17
47		DOGWOOD	SC. 47	1	01/15/17
48		DOGWOOD	SC. 48	1	01/15/17
49		DOGWOOD	SC. 49	1	01/15/17
50		DOGWOOD	SC. 50	1	01/15/17

**PLANTING - SOIL MOIST.**

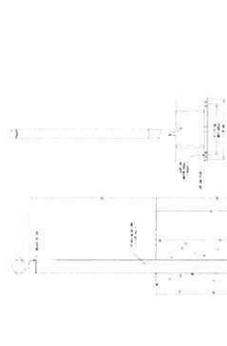
- PLANTING SOIL SHALL BE FREE OF STONES, STUMPS, ROOTS OR OTHER WOODY MATERIAL OVER 1 INCH IN DIAMETER. SOIL SHALL BE ENRICHED WITH COMPOST OR OTHER ORGANIC MATTER TO A DEPTH OF 12 INCHES. SOIL SHALL BE TESTED FOR PHOSPHORUS AND POTASSIUM AND SHALL BE AMENDED AS NEEDED. SOIL SHALL BE TESTED FOR PHOSPHORUS AND POTASSIUM AND SHALL BE AMENDED AS NEEDED.
- PLANTING SOIL SHALL BE INSTALLED WITH ALL NEW PLANTINGS PER DETAILS SHOWN ON L701.
- PLANTING SOIL SHALL BE INSTALLED WITH ALL NEW PLANTINGS PER DETAILS SHOWN ON L701. SOIL SHALL BE TESTED FOR PHOSPHORUS AND POTASSIUM AND SHALL BE AMENDED AS NEEDED. SOIL SHALL BE TESTED FOR PHOSPHORUS AND POTASSIUM AND SHALL BE AMENDED AS NEEDED.



**2 ANOVA ALLURE THERMORY 6\"/>**

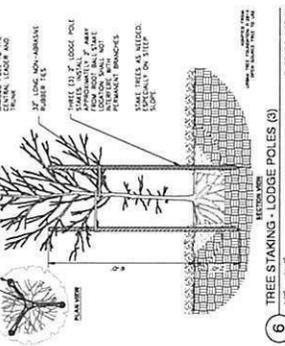


**3 KICHLER VARIABLE LUMEN LARGE 60\"/>**



**4 DECIDUOUS TREE PLANTING**

REMOVE BUMP AND PATCH 1/2\"/>

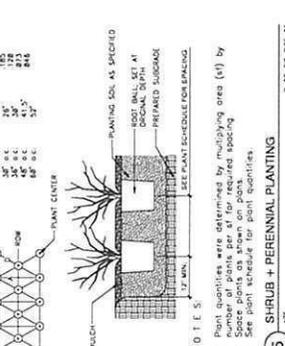


**5 SHRUB + PERENNIAL PLANTING**

1. Plant quantities were determined by multiplying area (sq ft) by spacing (ft x ft).

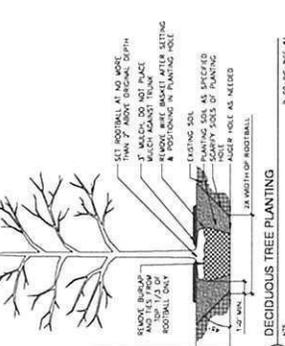
2. Space plants as shown on plans.

3. See plant schedule for plant quantities.



**6 TREE STAKING - LODGE POLES (3)**

1.1/2\"/>



**7 SPADE CUT EDGE**

1.1/2\"/>

*Exhibit B*



## **General Encroachment Guidelines for Property Developers and Land Owners near Phillips 66 Pipeline LLC and Facilities**

**Rev. 0 – Effective Date: 2011-01-25**

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### **Disclaimer**

This standard is subject to revision at any time and will be reviewed according to the procedures of Phillips 66 Pipeline LLC and reaffirmed, revised, or withdrawn. Uncontrolled unless viewed via Livelink. Suggestions for improvement of this standard are welcome. They should be sent to the Standardization Engineer.

**Official Document Location: Livelink 152364742**

**Document Management Information:      ADM220      E+2Y**



## General Encroachment Guidelines for Design and Construction near Phillips 66 Pipeline LLC and Facilities

### Document Summary

This document is intended to provide a general listing of design and construction guidelines to be provided to encroaching parties. By having the general design criteria required by Company (Permitter), to ensure the safety of their pipelines and facilities, the encroaching party can better prepare for their designs near the pipeline and pipeline right-of-way (ROW). In addition to having the design guidelines, the construction policies allow for encroaching parties to be aware of the actual working restrictions on or near the Permitter ROW. The construction guidelines were written with the intent to be utilized on construction drawings, therefore providing details to the challenges of the work being performed near the Permitter pipeline ROW.

### 1.0 Design Guidelines-

Company (Permitter) constructs, repairs, operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans that infringe on Permitter's rights or affect Permitter's ability to meet these requirements, modifications to the pipelines or plans shall be made. **The cost of all such modifications shall be borne by the Permittee. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:**

- 1.1. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a metes and bounds survey of the line completed across the land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
- 1.2. Uninhabited Buildings and Engineered Works: No buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures shall be permitted within 25 feet of any pipeline located within Permitter's ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within 25 feet of any pipeline located within Permitter's ROW, without Permitter's prior written approval. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW. The ROW shall be kept clear for maintenance.
- 1.3. Inhabited Structures: All private dwellings, industrial buildings, or places of public assembly shall comply with a building setback of 50 feet from the pipeline(s), and this setback requirement will be included as a deed and or plat restriction on any parcel carved out of the above referenced lands that abut the ROW. For easements containing multiple Permitter pipelines, this would be a strip extending 50 feet each side of Permitter's outermost pipelines.
- 1.4. A greenbelt area will be established around the pipelines in the platting of any new residential or commercial subdivision subject to Permitter's easement. The width of the greenbelt should either be the width of Permitter' easement or, in the case of a blanket easement, extend 25 feet each side of a single Permitter pipeline or 25 feet each side of Permitter's outermost pipelines in the case of multiple Permitter pipelines. The purpose of a platted greenbelt in any new proposed development is to provide that no lot lines or fences cross into the ROW.

- 1.5. No fences will be allowed on the ROW without Permittor's prior written approval. Fences shall be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed. Fences that are perpendicular to the pipeline(s) shall include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipeline(s). Fences that are parallel to the pipeline(s) shall be located at least 10 feet from the nearest pipeline(s), or 25 feet if located on both sides of the line.
- 1.6. No utility poles shall be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipeline(s). Utility poles running parallel to the pipeline(s) shall be located at least 25 feet from the nearest pipeline(s). All overhead cables shall maintain a minimum height of 20 feet above grade.
- 1.7. Trees or deep-rooted plants are not permitted on the ROW. Existing trees and vegetation may be removed or side trimmed by Permittor in its sole discretion.
- 1.8. For new roads running parallel to Permittor's pipeline(s), there shall be at least 25 feet from the edge of the road to the nearest pipeline. All roads passing over Permittor's pipeline(s) shall cross at an angle as close to 90 degrees as possible. Depth of cover shall be at least 48 inches in the barrow ditches and 48 inches under road surfaces from top of pipe to top of surface. Final grade and depth of pipeline shall be surveyed in sensitive areas and results provided to Permittor and Permittee involved with the construction/modification. In addition, it may be necessary to lower and recondition, replace, relocate, or protect the pipeline(s) at the point of crossing to insure that they are not subjected to excessive stress from movement of traffic. Any such modification to the pipeline(s) shall be made at Permittee's expense.
- 1.9. Construction of parking lots over the pipeline(s) shall not be permitted without Permittor's prior written approval in an Encroachment Agreement releasing Permittor from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover shall be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots shall have jointed sections at no more than 20-foot intervals for ease of repair.
- 1.10. If the project includes over-excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permittor and the Permittee.
- 1.11. Any utilities that parallel Permittor's pipeline(s) shall maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permittor's pipeline(s). All utilities that cross Permittor's pipeline(s) shall pass underneath existing pipeline(s) by a minimum of 18 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipeline(s). The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permittor's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements shall not be allowed without Permittor's prior written approval.
- 1.12. Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines shall be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) underground electrical lines shall be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches underneath Permittor's pipeline(s). Trenched or open cut crossings shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipeline(s). Any bored or directionally drilled high voltage line shall have a metallic tape tracer installed inside the casing for ease of locating the high voltage line.



**General Encroachment Guidelines for Property Developers and  
Land Owners near Phillips 66 Pipeline LLC and Facilities  
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- 1.13. If any of Permittee's lines that cross or run parallel to Permitter's pipeline(s) are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permitter and Permitter shall determine what necessary steps shall be taken to prevent the damage of either line. The survey shall be done at Permitter's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines shall be done at Permittee's expense.
- 1.14. Grade or elevation changes may not be made without Permitter's prior written approval. Changes in grade for the purpose of water retention shall not be approved.
- 1.15. Permittee shall maintain a minimum of 48 inches of soil cover over Permitter's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permitter's prior written approval. The method of achieving the required depth of cover shall be at Permitter's sole discretion.
- 1.16. The Permitter retains the right to adequately mark the Permitter's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).** The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.
- 1.17. The Permittee shall allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permitter's ability to safely maintain and operate Permitter's pipeline(s). Temporary construction roads or crossings over Permitter's pipelines must be approved in advance in writing by Permitter. Permittee shall provide additional cover and/or stabilization to specifications determined by Permitter prior to commencement of traffic across pipelines.
- 1.18. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, shall immediately correct the problem.
- 1.19. Permittee will incorporate Permitter's Design Guidelines contained herein into any of Permittee's design and construction drawings issued "For Bid" purposes. All plan drawings issued either "For Bid" or "For Construction" will display the following statement on the drawings in areas around Permitter's pipeline(s):

**WARNING: High Pressure Pipeline(s)**  
No Excavation or Construction in this area without ONE-CALL and  
without contacting Phillips 66 PipeLine LLC (P66PL) at  
( ) - .



## 2.0 Construction Guidelines -

(If applicable, provide the following in any construction drawing notes)

For planning purposes please notify Phillips 66 Pipeline LLC (“Permitter”), for line marking, depth probing, and prior to start of any construction activities in the pipeline right-of-way. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter’s right-of-way and/or affecting Permitter’s pipelines:

- 2.1. The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).
- 2.2. Permittee shall conduct their activities in compliance with Permitter’s Design Guidelines as well as any applicable encroachment agreement in place with Permittee and or the terms of the Construction Guidelines contained herein.
- 2.3. The continued integrity of Permitter’s pipelines and the safety of all individuals in the area of proposed work near Permitter’s Facilities are of the utmost importance. Therefore, Permittee shall meet with Permitter representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. Permitter’s on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
- 2.4. The use of probing rods for pipeline locating shall be performed by Permitter representatives only to ensure no damage to the pipeline coating. If additional work besides probing is necessary to locate the pipeline, this shall be done at the Permittee’s expense under Permitter supervision.
- 2.5. Notification shall be given to Permitter at least 72 hours before start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of Permitter’s work site representative. Any Permittee schedule changes shall be provided to Permitter immediately.
- 2.6. Permittee shall not commence work within twenty-five (25) feet of a Permitter pipeline or aboveground appurtenance without a Permitter representative being on site (unless otherwise agreed to by Permitter). The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within this distance. Depending on size and scope of the work, a Permitter inspector may be an additional cost to the Permittee.
- 2.7. Heavy-wheeled equipment over 10,000 lbs or tracked equipment over 60,000 lbs working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc) shall not be allowed to operate directly over Permitter pipelines or in Permitter ROW unless written approval is obtained from Permitter. Heavy-wheeled equipment shall only be allowed to cross Permitter pipelines at locations designated by Permitter. The Permittee shall comply with all precautionary measures required by Permitter to protect its pipelines. When inclement weather exists, provision shall be made to compensate for soil displacement due to subsidence of tires.
- 2.8. Prior to each excavation, an authorized Permitter representative shall evaluate the proposed excavation to determine if a risk assessment is required. Maps, drawings, and/or records shall be readily available during the assessment and excavations.



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- 2.9. During Installation of underground pipelines or facilities with drilling or boring technology, an authorized Permittee representative shall have the right to evaluate and approve the drilling plan. For crossings, excavate an observation hole parallel to and **approximately 5 ft on one or both sides** of Permittee's pipeline(s) extending **at least 1 ft below the pipeline or bore, whichever is shallowest**. The observation hole(s) are to be monitored during both the pilot bore and back reaming.
- 2.10. Excavation or grading that might result in erosion or that could render the ROW inaccessible shall not be permitted unless the Permittee agrees to restore the area to its original condition and provide protection to Permittee's facility.
- 2.11. Permittee will remove cutting teeth from excavation equipment bucket when within 10 feet of Permittee's pipeline(s). Mechanical excavation will cease, and only hand excavation shall be permitted, within 18 inches of a crude oil or product pipeline and within 24 inches of a line containing Highly Volatile Liquids (HVL). Excavation will not be allowed to continue until the Permittee's pipeline, valves, and/or fittings top and sides are visible to the spotter. However, proceed with extreme caution when within three (3) feet of the pipe.
- 2.12. Permittee shall maintain a minimum of 48 inches of soil cover over Permittee's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permittee's prior written approval. The method of achieving the required depth of cover shall be at Permittee's sole discretion. Projects/modifications may include over excavating to achieve the final grade. **If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permittee and the Permittee.**
- 2.13. Temporary support of any exposed Permittee pipeline by Permittee may be necessary if required by Permittee on-site representative to complete construction of crossing. Depending on the size and the amount of exposed Permittee pipeline, additional pipeline support may be necessary to protect the pipeline from stresses that may be caused by the settling of the soil and pipeline after excavation. Consult a Permittee representative prior to the commencement of excavation for further details as to what may be required.
- 2.14. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of Permittee's pipeline without Permittee written approval. A vibration analysis will need to be conducted to ensure no potential damage to the pipeline. Work shall only resume with written approval from the Permittee.
- 2.15. No blasting shall be allowed within 1320 feet of Permittee's facilities without Permittee written approval. Notification of blasting shall be given to Permittee including a complete blasting plan. A pre-blast meeting shall be conducted by the organization responsible for blasting. Permittee shall have a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.

**ENCROACHMENT AGREEMENT**

STATE OF MISSOURI           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ST. LOUIS       §

WHEREAS, Phillips 66 Pipeline LLC, a Delaware limited liability company, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated the 30<sup>th</sup> day of August, 1930 from Bertha Schubert, a widow, covering lands in Franklin County, State of Missouri, said instrument being filed of record in Book 111, Page 399 of the Deed Records of Franklin County, Missouri, and

WHEREAS, Permitter owns and operates a ten inch and two eight inch pipeline(s) in the lands covered by Permitter's Rights-of-Way; and

WHEREAS, the Pacific Municipal Assistance Corporation, (hereinafter referred to as "Permittee", whether one or more) with an address of 300 Hoven Drive, Pacific, Missouri 63069, is the owner of tracts of land, and which is subject to Permitter's Rights-of-Way; and

WHEREAS, Permittee has requested permission to encroach upon Permitter's Rights-of-Way, located on Permittee's land specified above, by constructing a roadway (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permitter is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Rights-of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Rights-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter.
  
2. Permittee has been advised and is fully aware that Permitter now has, and shall continue to have, the right to utilize the land within the Rights-of-Way and Permitter is hereby granted the right to use additional workspace outside of said Rights-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity.

Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from, any lost business or consequential damages resulting from Permitter's above described activities, howsoever caused.

3. Permittee shall give Permitter at least ten (10) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Rights-of-Way, or any movement of equipment across the Rights-of-Way, in order that Permitter shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permitter's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

Phillips 66 Company  
Real Estate Services Manager  
PO Box 421959  
HQ-13-S1248  
Houston, TX 77242-1959

4. Any future encroachments by Permittee on, or disturbances of, Permitter's Rights-of-Way are strictly forbidden unless expressly permitted by Permitter under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permitter's Rights-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permitter's pipeline(s) or the operation of such pipelines located within Permitter's Rights-of-Way.

5. Nothing in this Agreement shall be construed as a release of any of Permitter's rights in the Rights-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permitter's sole judgment, to lower or relocate Permitter's pipeline(s) as a result of any encroachment by Permittee within the Rights-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permitter at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permitter's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permitter.

7. Permitter shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permitter's Design Guidelines and Construction Guidelines attached hereto as Exhibit "B".

**9. PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"),**

**HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREAFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES' SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.**

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permitter's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permitter of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**EXECUTED** on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date").

**PERMITTOR**

PHILLIPS 66 PIPELINE LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERMITTEE**

THE PACIFIC MUNICIPAL ASSISTANCE CORP

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_







Engineering Services & Services  
 1111 1/2 11th Street  
 Pacific, Missouri 64650  
 Phone: 660-251-1234  
 Fax: 660-251-1235  
 Email: info@esandse.com

**LISA LAKE ROADWAY EXTENSION**  
 CITY OF PACIFIC, MISSOURI  
 PACIFIC, FRANKLIN COUNTY, MISSOURI



DATE: 11/2/2014  
 PROJECT: LISA LAKE ROADWAY EXTENSION  
 SHEET: 0002  
 DRAWN: JMS  
 CHECKED: JMS

**STORM WATER POLLUTION PREVENTION PLAN NOTES**

- CONTRACTOR SHALL FOLLOW STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND OTHER ALL STATE & FEDERAL REGULATIONS AS APPLICABLE TO THE PROJECT. SWPPP SHALL BE SUBMITTED TO THE CITY OF PACIFIC FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW STORM WATER POLLUTION PREVENTION MEASURES THROUGHOUT THE PROJECT.
- NO LAND CLEARING OR GRADING SHALL BE PERMITTED UNTIL THE SWPPP IS APPROVED BY THE CITY OF PACIFIC.
- ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE DESIGNATED CONSTRUCTION AREAS ONLY.
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**UTILITY CONSTRUCTION NOTES**

- LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY CONTRACTOR AND THE PROPER UTILITY COMPANY PRIOR TO CONSTRUCTION.
- EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT.
- UTILITY RECORDS ARE SHOWN IN APPROPRIATE LOCATIONS. REFER TO MAP PLANS FOR EXACT LOCATION OF ALL UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE UTILITY COMPANIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THROUGHOUT THE PROJECT.
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**GRADING AND STORM SEWER CONSTRUCTION NOTES**

- ALL STORM SEWER PIPES AND MANHOLE RISERS SHALL MEET HEAVY DUTY (HARD) GRADE AND BE INSTALLED ACCORDING TO THE CITY OF PACIFIC SPECIFICATIONS.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW STORM WATER POLLUTION PREVENTION MEASURES THROUGHOUT THE PROJECT.
- NO LAND CLEARING OR GRADING SHALL BE PERMITTED UNTIL THE SWPPP IS APPROVED BY THE CITY OF PACIFIC.
- ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE DESIGNATED CONSTRUCTION AREAS ONLY.
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**HAZARDOUS SUBSTANCE NOTE**

- SUBSTANCES RELATED TO FEDERAL LAW UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OR THE CLEAN AIR ACT (CAA) SHALL BE IDENTIFIED AND REPORTED TO THE CITY OF PACIFIC PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW STORM WATER POLLUTION PREVENTION MEASURES THROUGHOUT THE PROJECT.
- NO LAND CLEARING OR GRADING SHALL BE PERMITTED UNTIL THE SWPPP IS APPROVED BY THE CITY OF PACIFIC.
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**CONSTRUCTION NOTES**

- THE CONTRACTOR IS SPECIFICALLY CHARGED THAT THE LOCATION AND DEPTH OF EXISTING UTILITIES AS SHOWN ON THIS PLAN IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW STORM WATER POLLUTION PREVENTION MEASURES THROUGHOUT THE PROJECT.
- NO LAND CLEARING OR GRADING SHALL BE PERMITTED UNTIL THE SWPPP IS APPROVED BY THE CITY OF PACIFIC.
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FOR A LIST OF ALL APPLICABLE ENGINEERING CODES AND SERVICES FOR REVIEW AND APPROVAL, CONTACT THE CITY OF PACIFIC AT 660-251-1234.









Engineering Surveys & Services, Inc.  
 Professional Engineers and Surveyors and Land Surveyors  
 1175 W. 14th Street, Suite 100  
 St. Louis, Missouri 63104  
 Phone: (314) 433-2344 Fax: (314) 433-2345  
 Website: www.esandss.com

**LISA LANE ROADWAY EXTENSION**  
 CITY OF PACIFIC, FRANKLIN COUNTY, MISSOURI



DAVID A. ADAMS  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 100000000000  
 STATE OF MISSOURI

DATE: AUGUST 4, 2019

PROJECT: LISA LANE ROADWAY EXTENSION

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT NO. [Number]

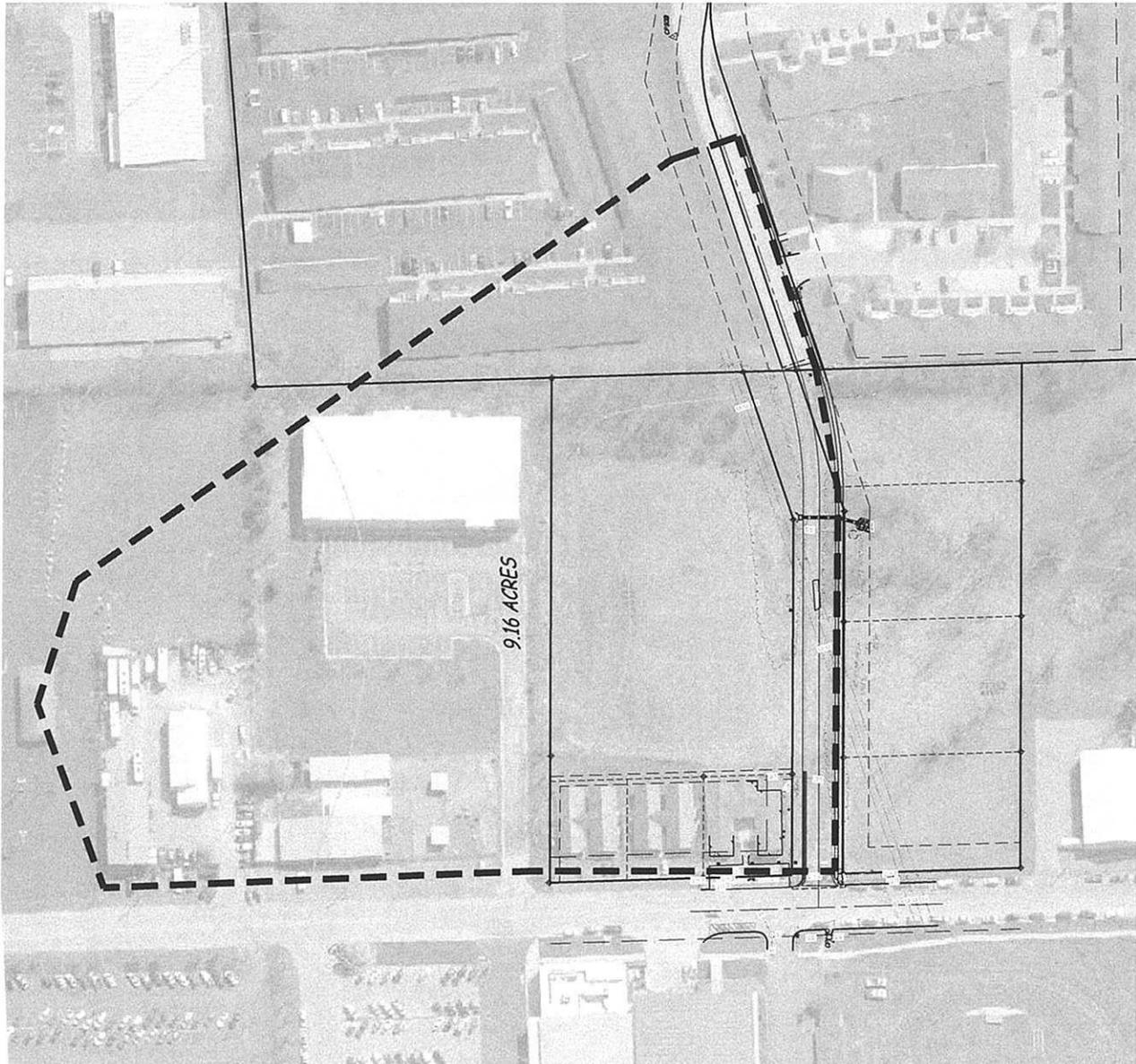
SHEET NO. [Number]

TOTAL SHEETS [Number]

PROJECT NAME [Name]

CITY OF PACIFIC

FRANKLIN COUNTY, MISSOURI



10/10/19

Exhibit B



Phillips 66  
Pipeline LLC

## General Encroachment Guidelines for Property Developers and Land Owners near Phillips 66 Pipeline LLC and Facilities

Rev. 0 – Effective Date: 2011-01-25

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### Disclaimer

This standard is subject to revision at any time and will be reviewed according to the procedures of Phillips 66 Pipeline LLC and reaffirmed, revised, or withdrawn. Uncontrolled unless viewed via Livelink. Suggestions for improvement of this standard are welcome. They should be sent to the Standardization Engineer.

Official Document Location: Livelink 152364742

Document Management Information: ADM220 E+2Y



## General Encroachment Guidelines for Design and Construction near Phillips 66 Pipeline LLC and Facilities

### Document Summary

This document is intended to provide a general listing of design and construction guidelines to be provided to encroaching parties. By having the general design criteria required by Company (Permitter), to ensure the safety of their pipelines and facilities, the encroaching party can better prepare for their designs near the pipeline and pipeline right-of-way (ROW). In addition to having the design guidelines, the construction policies allow for encroaching parties to be aware of the actual working restrictions on or near the Permitter ROW. The construction guidelines were written with the intent to be utilized on construction drawings, therefore providing details to the challenges of the work being performed near the Permitter pipeline ROW.

### 1.0 Design Guidelines-

Company (Permitter) constructs, repairs, operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans that infringe on Permitter's rights or affect Permitter's ability to meet these requirements, modifications to the pipelines or plans shall be made. **The cost of all such modifications shall be borne by the Permittee. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:**

- 1.1. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a metes and bounds survey of the line completed across the land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
- 1.2. Uninhabited Buildings and Engineered Works: No buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures shall be permitted within 25 feet of any pipeline located within Permitter's ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within 25 feet of any pipeline located within Permitter's ROW, without Permitter's prior written approval. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW. The ROW shall be kept clear for maintenance.
- 1.3. Inhabited Structures: All private dwellings, industrial buildings, or places of public assembly shall comply with a building setback of 50 feet from the pipeline(s), and this setback requirement will be included as a deed and or plat restriction on any parcel carved out of the above referenced lands that abut the ROW. For easements containing multiple Permitter pipelines, this would be a strip extending 50 feet each side of Permitter's outermost pipelines.
- 1.4. A greenbelt area will be established around the pipelines in the platting of any new residential or commercial subdivision subject to Permitter's easement. The width of the greenbelt should either be the width of Permitter' easement or, in the case of a blanket easement, extend 25 feet each side of a single Permitter pipeline or 25 feet each side of Permitter's outermost pipelines in the case of multiple Permitter pipelines. The purpose of a platted greenbelt in any new proposed development is to provide that no lot lines or fences cross into the ROW.

- 1.5. No fences will be allowed on the ROW without Permitter's prior written approval. Fences shall be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed. Fences that are perpendicular to the pipeline(s) shall include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipeline(s). Fences that are parallel to the pipeline(s) shall be located at least 10 feet from the nearest pipeline(s), or 25 feet if located on both sides of the line.
- 1.6. No utility poles shall be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipeline(s). Utility poles running parallel to the pipeline(s) shall be located at least 25 feet from the nearest pipeline(s). All overhead cables shall maintain a minimum height of 20 feet above grade.
- 1.7. Trees or deep-rooted plants are not permitted on the ROW. Existing trees and vegetation may be removed or side trimmed by Permitter in its sole discretion.
- 1.8. For new roads running parallel to Permitter's pipeline(s), there shall be at least 25 feet from the edge of the road to the nearest pipeline. All roads passing over Permitter's pipeline(s) shall cross at an angle as close to 90 degrees as possible. Depth of cover shall be at least 48 inches in the barrow ditches and 48 inches under road surfaces from top of pipe to top of surface. Final grade and depth of pipeline shall be surveyed in sensitive areas and results provided to Permitter and Permittee involved with the construction/modification. In addition, it may be necessary to lower and recondition, replace, relocate, or protect the pipeline(s) at the point of crossing to insure that they are not subjected to excessive stress from movement of traffic. Any such modification to the pipeline(s) shall be made at Permittee's expense.
- 1.9. Construction of parking lots over the pipeline(s) shall not be permitted without Permitter's prior written approval in an Encroachment Agreement releasing Permitter from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover shall be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots shall have jointed sections at no more than 20-foot intervals for ease of repair.
- 1.10. If the project includes over-excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permitter and the Permittee.
- 1.11. Any utilities that parallel Permitter's pipeline(s) shall maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permitter's pipeline(s). All utilities that cross Permitter's pipeline(s) shall pass underneath existing pipeline(s) by a minimum of 18 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipeline(s). The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permitter's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements shall not be allowed without Permitter's prior written approval.
- 1.12. Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines shall be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) underground electrical lines shall be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches underneath Permitter's pipeline(s). Trenched or open cut crossings shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipeline(s). Any bored or directionally drilled high voltage line shall have a metallic tape tracer installed inside the casing for ease of locating the high voltage line.



**General Encroachment Guidelines for Property Developers and  
Land Owners near Phillips 66 Pipeline LLC and Facilities  
Rev. 0 – Effective Date: 2011-01-25**

- 1.13. If any of Permittee's lines that cross or run parallel to Permitter's pipeline(s) are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permitter and Permitter shall determine what necessary steps shall be taken to prevent the damage of either line. The survey shall be done at Permitter's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines shall be done at Permittee's expense.
- 1.14. Grade or elevation changes may not be made without Permitter's prior written approval. Changes in grade for the purpose of water retention shall not be approved.
- 1.15. Permittee shall maintain a minimum of 48 inches of soil cover over Permitter's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permitter's prior written approval. The method of achieving the required depth of cover shall be at Permitter's sole discretion.
- 1.16. The Permitter retains the right to adequately mark the Permitter's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).** The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.
- 1.17. The Permittee shall allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permitter's ability to safely maintain and operate Permitter's pipeline(s). Temporary construction roads or crossings over Permitter's pipelines must be approved in advance in writing by Permitter. Permittee shall provide additional cover and/or stabilization to specifications determined by Permitter prior to commencement of traffic across pipelines.
- 1.18. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, shall immediately correct the problem.
- 1.19. Permittee will incorporate Permitter's Design Guidelines contained herein into any of Permittee's design and construction drawings issued "For Bid" purposes. All plan drawings issued either "For Bid" or "For Construction" will display the following statement on the drawings in areas around Permitter's pipeline(s):

**WARNING: High Pressure Pipeline(s)**  
No Excavation or Construction in this area without ONE-CALL and  
without contacting Phillips 66 PipeLine LLC (P66PL) at  
( ) - .



## 2.0 Construction Guidelines -

(If applicable, provide the following in any construction drawing notes)

For planning purposes please notify Phillips 66 Pipeline LLC (“Permitter”), for line marking, depth probing, and prior to start of any construction activities in the pipeline right-of-way. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter’s right-of-way and/or affecting Permitter’s pipelines:

- 2.1. The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).
- 2.2. Permittee shall conduct their activities in compliance with Permitter’s Design Guidelines as well as any applicable encroachment agreement in place with Permittee and or the terms of the Construction Guidelines contained herein.
- 2.3. The continued integrity of Permitter’s pipelines and the safety of all individuals in the area of proposed work near Permitter’s Facilities are of the utmost importance. Therefore, Permittee shall meet with Permitter representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. Permitter’s on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
- 2.4. The use of probing rods for pipeline locating shall be performed by Permitter representatives only to ensure no damage to the pipeline coating. If additional work besides probing is necessary to locate the pipeline, this shall be done at the Permittee’s expense under Permitter supervision.
- 2.5. Notification shall be given to Permitter at least 72 hours before start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of Permitter’s work site representative. Any Permittee schedule changes shall be provided to Permitter immediately.
- 2.6. Permittee shall not commence work within twenty-five (25) feet of a Permitter pipeline or aboveground appurtenance without a Permitter representative being on site (unless otherwise agreed to by Permitter). The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within this distance. Depending on size and scope of the work, a Permitter inspector may be an additional cost to the Permittee.
- 2.7. Heavy-wheeled equipment over 10,000 lbs or tracked equipment over 60,000 lbs working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc) shall not be allowed to operate directly over Permitter pipelines or in Permitter ROW unless written approval is obtained from Permitter. Heavy-wheeled equipment shall only be allowed to cross Permitter pipelines at locations designated by Permitter. The Permittee shall comply with all precautionary measures required by Permitter to protect its pipelines. When inclement weather exists, provision shall be made to compensate for soil displacement due to subsidence of tires.
- 2.8. Prior to each excavation, an authorized Permitter representative shall evaluate the proposed excavation to determine if a risk assessment is required. Maps, drawings, and/or records shall be readily available during the assessment and excavations.



General Encroachment Guidelines for Property Developers and  
Land Owners near Phillips 66 Pipeline LLC and Facilities  
Rev. 0 – Effective Date: 2011-01-25

- 2.9. During Installation of underground pipelines or facilities with drilling or boring technology, an authorized Permitter representative shall have the right to evaluate and approve the drilling plan. For crossings, excavate an observation hole parallel to and **approximately 5 ft on one or both sides** of Permitter's pipeline(s) extending **at least 1 ft below the pipeline or bore, whichever is shallowest**. The observation hole(s) are to be monitored during both the pilot bore and back reaming.
- 2.10. Excavation or grading that might result in erosion or that could render the ROW inaccessible shall not be permitted unless the Permittee agrees to restore the area to its original condition and provide protection to Permitter's facility.
- 2.11. Permittee will remove cutting teeth from excavation equipment bucket when within 10 feet of Permitter's pipeline(s). Mechanical excavation will cease, and only hand excavation shall be permitted, within 18 inches of a crude oil or product pipeline and within 24 inches of a line containing Highly Volatile Liquids (HVL). Excavation will not be allowed to continue until the Permitter's pipeline, valves, and/or fittings top and sides are visible to the spotter. However, proceed with extreme caution when within three (3) feet of the pipe.
- 2.12. Permittee shall maintain a minimum of 48 inches of soil cover over Permitter's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permitter's prior written approval. The method of achieving the required depth of cover shall be at Permitter's sole discretion. Projects/modifications may include over excavating to achieve the final grade. **If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permitter and the Permittee.**
- 2.13. Temporary support of any exposed Permitter pipeline by Permittee may be necessary if required by Permitter on-site representative to complete construction of crossing. Depending on the size and the amount of exposed Permitter pipeline, additional pipeline support may be necessary to protect the pipeline from stresses that may be caused by the settling of the soil and pipeline after excavation. Consult a Permitter representative prior to the commencement of excavation for further details as to what may be required.
- 2.14. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of Permitter's pipeline without Permitter written approval. A vibration analysis will need to be conducted to ensure no potential damage to the pipeline. Work shall only resume with written approval from the Permitter.
- 2.15. No blasting shall be allowed within 1320 feet of Permitter's facilities without Permitter written approval. Notification of blasting shall be given to Permitter including a complete blasting plan. A pre-blast meeting shall be conducted by the organization responsible for blasting. Permitter shall have a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.

## Section 705.225 Backwater Prevention Device.

[Ord. No. 2957 §2, 5-17-2016]

- A. The City may, subject to the provisions of this Section 705.225, purchase and provide to an approved property owner a backwater prevention device, or a similar device, for a building, at the expense of the City.
1. In order to be eligible for a backwater prevention device purchased by the City, a building shall have experienced two or more sewer-related backup events. A building will not be eligible for a backwater prevention device where the cause of a backup is due to lack of maintenance of the sewer lateral by the building owner or temporary public sewer maintenance issues such as a blocked sewer main.
  2. The Commissioner, or a representative thereof, shall conduct an initial evaluation consisting of a review of maintenance history and preliminary site visit, to determine whether a building is eligible for a backwater prevention device purchased by the City. If the Commissioner concludes that a building is eligible for a backwater prevention device after completing the initial evaluation, the Commissioner shall conduct a further investigation of the building and its sewer, which may include:
    - a. Locating the private sewer line that connects the building to the public sewer and televising the interior condition of the pipe;
    - b. Dye testing or smoke testing all identified stormwater connections such as gutters, downspouts and exterior drains;
    - c. Collecting information on the property's drainage, layout and construction;
    - d. Measuring elevations of the basement relative to the main public sewer line; and
    - e. Televising the public sewer line to determine its condition.
  3. Upon completion of the Commissioner's investigation, if the Commissioner determines that a building is eligible for a backwater prevention device purchased by the City, the Commissioner shall request approval from the Board of Aldermen for the purchase of a backwater prevention device, or similar device. The Board of Aldermen shall consider the Commissioner's request and either approve or reject such request. Upon the approval of a request, the Commissioner shall be authorized to purchase a backwater prevention device for a property owner.
  4. In the event that the purchase of a backwater prevention device is approved by the Board of Aldermen, a building owner shall first enter into a maintenance agreement with the City, in which the building owner shall agree to:
    - a. Maintain the backwater prevention device at the owner's sole expense, including, without limitation, cleaning said backwater prevention device no less than two times each year;
    - b. Indemnify and hold harmless the City from any and all claims and liabilities in connection with the installation, maintenance or failure of the backwater prevention device; and
    - c. Any other terms required by the City in its sole discretion.
  5. It shall be the sole responsibility of the approved property owner to have the backwater prevention device installed by a duly licensed plumber. The installation of the backwater prevention device shall be at the sole cost of the property owner.

*City Administrator*

**CITY OF PACIFIC BACKFLOW PREVENTION VALVE**  
**MAINTENANCE AGREEMENT**

This agreement made between the City of Pacific, Missouri, 300 Hoven Drive Pacific, Missouri 63069, a Municipal Corporation within the State of Missouri and with:

Property Owner: "Name address and legal description" (backflow valve recipient) – ("Owner")

City of Pacific ("City") owns, operates and maintains a sanitary sewer and associated infrastructure within the city limits of the City of Pacific.

The Owner desires to acquire a back flow prevention device from the City to be installed into the owner's lateral sewer line to prevent the backup of sewage in the event of the failure of the City's sewer lines to absorb all of the sewer effluent at the property.

In consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

- And Enstall*
1. The City will provide the Owner a back flow prevention device free of charge.
  2. ~~The Owner will at Owner's own expense, retain a properly licensed plumber to install the back flow prevention device in Owner's sewer lateral line.~~
  3. The Owner shall maintain the back flow prevention device at Owner's sole expense including, without limitation, cleaning said back water prevention device no less than two times each calendar year.
  4. The replacement of said sewer back flow prevention device will be at the sole expense of the Owner and not that of the City.
  5. The Owner shall diligently operate and maintain the sewer back flow prevention device in such a manner as to minimize malfunctions.
  6. The Owner releases the City from any and all liability related in any way to the failure of the back flow prevention device to operate properly or for the inadvertent backflow of sewage into the Owner's property.

7. The Owner shall hold the City harmless from any and all claims, damages, losses, and expenses including reasonable attorney fees with regards to installation, maintenance and/or failure of the backflow prevention device. The Owner shall indemnify the City and its agents and employees from and against all claims, damages, losses, and expenses including reasonable attorney's fees in case it shall be necessary to defend any action arising out of the installation, maintenance and/or failure of the backflow prevention device, for bodily injury, illness or death or for property damage including loss of use, caused in whole or part by the Owners acts or admissions or that of their agents and employees or anyone employed by them.

This Agreement is entered to this \_\_\_\_\_ day of \_\_\_\_\_, ~~2016~~.

CITY OF PACIFIC:

OWNER:

\_\_\_\_\_

\_\_\_\_\_



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

APPLICATION NO: 1  
PERIOD TO: 2/5/2020

DISTRIBUTION  
TO:  
OWNER  
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 DATE: 11/15/2019

CONTRACT FOR: Highway OO Water Line

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	..... \$	172,443.00
2. Net Change by Change Orders	..... \$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	..... \$	172,443.00
4. TOTAL COMPLETED AND STORED TO DATE	..... \$	103,465.80

5. RETAINAGE:

a. 5.00% of Completed Work	\$	5,173.29
b. 0.00% of Stored Material	\$	0.00

Total retainage (Line 5a + 5b) ..... \$ 5,173.29

6. TOTAL EARNED LESS RETAINAGE ..... \$ 98,292.51  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 0.00

8. CURRENT PAYMENT DUE ..... \$ 98,292.51

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 74,150.49

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

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

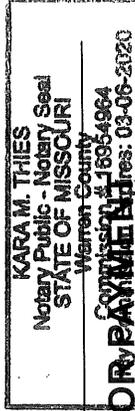
By: Bryan Fleet / Project Manager Date: 1-28-2020

State of: MO

County of: Franklin

Subscribed and Sworn to before me this 28th Day of Jan 2020

Notary Public: Kara M. Thies  
My Commission Expires: 3/6/20



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

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.)

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.

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	

AIA Type Document  
Application and Certification for Payment

**TO (OWNER):** City of Pacific  
 300 N Hoven St.  
 Pacific, MO 63069  
**PROJECT:** Hwy OO Water Line  
 Hwy OO  
 Pacific, MO  
**APPLICATION NO:** 1  
**PERIOD TO:** 2/5/2020  
**DISTRIBUTION TO:**  
 - OWNER  
 - ARCHITECT  
 - CONTRACTOR  
**FROM (CONTRACTOR):** K.J.U. Inc dba K.J. Unnerstall Const. Co  
 4923 South Point Rd  
 Washington, MO 63090  
**VIA (ARCHITECT):**  
**ARCHITECT'S PROJECT NO:**

CONTRACT DATE: 11/15/2019

CONTRACT FOR: Highway OO Water Line

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Construction of water main, from booster pump station to 1st St & Hwy OO & Hoven	172,443.00	0.00	103,465.80	0.00	103,465.80	60.00	68,977.20	5,173.29
<b>REPORT TOTALS</b>		\$172,443.00	\$0.00	\$103,465.80	\$0.00	\$103,465.80	60.00	\$68,977.20	\$5,173.29

List of Bills

January 2020

The attached are the list of Bills for January 2020 were approve by motion of the Board of Aldermen, City of Pacific, Missouri.

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Ward 1

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Ward 1

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Ward 2

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Ward 2

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Ward 3

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Ward 3

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Mayor

ATTEST:

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City Clerk

ACCOUNTS PAYABLE  
FEBRUARY 18, 2020

VENDOR	INV. DESCRIPTION		LEGADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
AIRGAS	GLOVES/GLASSES	\$ 100.67					\$ 100.67							
ALL-PRO SUPPLY	JANITORIAL SUPPLIES	\$ 30.00										\$ 30.00		
ALT FARM	STRAW	\$ 450.00					\$ 450.00							
AMERICOM	PHOTOCOPIES OVERAGE	\$ 20.64		\$ 20.64										
ARAPARK REFRESHMENTS	COFFEE	\$ 162.15		\$ 162.15										
ARAPARK UNIFORM SVC	UNIFORM RENTAL/CLEANING	\$ 482.38					\$ 223.54						\$ 119.34	\$ 119.50
ARCHTECH	DECEMBER/FEBRUARY SERVICE ACCT	\$ 7,300.00										\$ 7,300.00		
B & H MARKET	PRISONER MEALS	\$ 44.46		\$ 44.46										
BAYS TIRE SERVICE	TIRE REPAIR	\$ 60.00					\$ 60.00							
BAYS-ET HIGHSPEED INTERNET	PARK CAMERAS	\$ 855.80							\$ 713.00					\$ 142.60
BIG G TIRE SALES	MOUNT & BALANCE/TIRE REPAIR	\$ 109.00		\$ 109.00										
CELLEBRITE	TRAINING/RENEWAL	\$ 7,550.00		\$ 7,550.00										
CHASECO	SLINGS/GLOVES	\$ 99.60												\$ 99.60
CHRIS AUFFENBERG FORD	VEHICLE MAINTENANCE	\$ 312.14		\$ 312.14										
CORE & MAIN	MISCELLANEOUS SUPPLIES	\$ 2,761.38											\$ 2,059.28	\$ 702.12
CURTIS HEINZ GARRETT	CITY ATTORNEY FEES - JANUARY	\$ 3,519.00	\$ 3,519.00											
DA-COM	EQUIPMENT MAINTENANCE/COPIES	\$ 380.23											\$ 190.11	\$ 190.12
DOBBS TIRE & AUTO CENTER	TIRES	\$ 1,626.00		\$ 1,626.00										
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	\$ 78.75					\$ 69.75						\$ 9.00	
E & E HYDRAULICS	ELBOW CONNECTORS	\$ 20.04					\$ 20.04							
EASTLAKE CLEANING SVC	JANITORIAL SERVICES	\$ 780.00											\$ 780.00	
ED ROEHR SAFETY PRODUCTS	FLASHERS	\$ 139.28		\$ 139.28										
EUREKA RENTAL	MISCELLANEOUS SUPPLIES	\$ 622.22					\$ 622.22							
FASTENAL	MISCELLANEOUS SUPPLIES	\$ 501.27											\$ 357.09	\$ 144.18
4 IMPRINT	NOTEBOOKS/PEN	\$ 146.25		\$ 146.25										
FRANGOTYPE POSTALIA	POSTAGE METER MAINTENANCE	\$ 231.00		\$ 23.10	\$ 23.10			\$ 23.10				\$ 115.50	\$ 23.10	\$ 23.10
GALLAGHER MECHANICAL	JENSEN POINT	\$ 2,800.00							\$ 2,800.00					
GALLS	SHIRTS/BOOTS/SUPPLIES	\$ 393.95		\$ 393.95										
GOVERNMENTOR	SOFTWARE MAINTENANCE	\$ 287.50											\$ 95.84	\$ 95.83
GRANGER	CONCEALED LATCH DOOR SETS	\$ 26.42								\$ 26.42				
GULF STATES	AMMUNITION	\$ 238.00		\$ 238.00										
HALL BROTHERS	PIPE	\$ 243.60					\$ 243.60							
HAWKINS	FLUORIDE/TREATMENT	\$ 1,848.36											\$ 1,848.36	
HELFRICH HOTZ BRANDT	PROSECUTOR FEES - JANUARY	\$ 1,828.50			\$ 1,828.50									
HOME SERVICE OIL CO	FUEL	\$ 479.47				\$ 479.47								
INTOXIMETERS	MONTHPIECE CHECKTRAP	\$ 166.25		\$ 166.25										
J & D FEATURES LLC	HG TV COMPETITION VIDEO	\$ 200.00											\$ 200.00	
JOHN DEERE FINANCIAL	MISCELLANEOUS SUPPLIES	\$ 1,079.41				\$ 974.48						\$ 54.94	\$ 49.99	
KNAPHEIDE TRUCK EQ CTR	EQUIPMENT MAINTENANCE/COPIES	\$ 290.73				\$ 290.73								
LEON UNIFORM CO	UNIFORMS	\$ 1,110.80		\$ 1,110.80										
MARCO	SHRED BINS/COPPER MAINTENANCE	\$ 155.00		\$ 80.00			\$ 18.74					\$ 18.74	\$ 18.76	\$ 16.76
MISSOURI MACHINERY	SERVICE CALL/LIFT STATION REPAIR	\$ 2,961.94										\$ 2,961.94	\$ 1,681.94	\$ 1,300.00
MISSOURI MUNICIPAL LEAGUE	CONFERENCE/ADVERTISING/WEBINAR	\$ 335.00	\$ 290.00									\$ 45.00		
MISSOURI ONE CALL	LOCATES	\$ 135.00					\$ 45.00						\$ 45.00	\$ 45.00
MISSOURIAN MEDIA GROUP	PUBLIC NOTICES	\$ 372.00										\$ 372.00		
MOTION ORTHOPAEDICS	PRE-EMPLOYMENT EXAMS	\$ 503.00		\$ 395.00			\$ 110.00	\$ 108.00						
N B WEST CONTRACTING	ASPHALT	\$ 110.00												
OFFICE EMPORIUM	OFFICE SUPPLIES	\$ 282.08					\$ 16.51	\$ 21.81					\$ 158.32	\$ 21.82
OMNIGO SOFTWARE	TRAINING CONFERENCE	\$ 200.00		\$ 200.00									\$ 21.82	\$ 21.82
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 1,569.04		\$ 143.46			\$ 1,054.25	\$ 56.73					\$ 168.24	\$ 146.36
PACIFIC ANIMAL HOSPITAL	K-9 CARE/STRAY CAT EUTHANASIA	\$ 333.43		\$ 223.17		\$ 110.26								
PACIFIC LUMBER CO	MISCELLANEOUS SUPPLIES	\$ 925.56				\$ 170.97			\$ 699.60					\$ 54.99
PARTSMASTER	TOOLS	\$ 173.74				\$ 173.74								
PURCELL TIRE & SVC CTR	TIRES	\$ 885.11											\$ 442.55	\$ 442.56
PURITAN SPRINGS	PRISONER WAIVER	\$ 108.76		\$ 108.76										
REINHOLD ELECTRIC	LIGHT REPAIR	\$ 157.50										\$ 157.50		



DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
GENERAL FUND	Administration	SLACMA	MEMBERSHIP - STEVE ROTH	50.00
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	3,260.84
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	155.82
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	36.44
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	3,260.84
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	156.88
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	36.69
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PAYROLL	17.60
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PSA CLAIM AGREEMENT AMOUNTS	366.66
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	LAGERS	1,326.75
GENERAL FUND	Administration	INTERNATIONAL INSTITUTE	MEMBERSHIP - KIM BARFIELD - ID #234	170.00
GENERAL FUND	Administration	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	40.69
GENERAL FUND	Administration	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	8.22
GENERAL FUND	Administration	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	21.31
GENERAL FUND	Administration	MASTERCARD	A/C 5553 3000 0002 3501	30.00
GENERAL FUND	Administration	MIRMA HEALTH	JANUARY PREMIUM	1,838.34
GENERAL FUND	Administration	MIRMA HEALTH	FEBRUARY PREMIUM	1,838.34
	***			12,615.42
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	841.60
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	52.18
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	12.21
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	841.60
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	52.18
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PAYROLL	12.20
GENERAL FUND	Animal Control	WEX BANK	A/C 369-662-613-8	28.80
GENERAL FUND	Animal Control	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	12.84
GENERAL FUND	Animal Control	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	2.60
GENERAL FUND	Animal Control	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	6.99
GENERAL FUND	Animal Control	MIRMA HEALTH	JANUARY PREMIUM	584.50
GENERAL FUND	Animal Control	MIRMA HEALTH	FEBRUARY PREMIUM	584.50
	***			3,032.20
GENERAL FUND	Building Maintenance	MASTERCARD	A/C 5553 3000 0002 3501	243.80
	***			243.80
GENERAL FUND	Cemetery	ALAN J BRUNS	CITY SEXTON - JANUARY	100.00
	***			100.00
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	2,943.77
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	167.13
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	39.08
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	2,943.59
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	167.12
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PAYROLL	39.08
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PSA CLAIM AGREEMENT AMOUNTS	500.00
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	LAGERS	854.74
GENERAL FUND	Code Enforcement	VERIZON WIRELESS	A/C 986326930-00001-INV 9844533069	111.41
GENERAL FUND	Code Enforcement	VERIZON WIRELESS	A/C 986326930-00001/INV 9846607949	110.79
GENERAL FUND	Code Enforcement	AT&T	A/C 171-803-1432 001/INV 1872691506	86.13
GENERAL FUND	Code Enforcement	AT&T	A/C 831-000-7680 403/INV 5149342503	68.77
GENERAL FUND	Code Enforcement	AT&T	A/C 171-803-1432 001/INV 8779332506	85.64
GENERAL FUND	Code Enforcement	WEX BANK	A/C 369-662-613-8	49.10
GENERAL FUND	Code Enforcement	WEX BANK	A/C 369-662-613-8	4.00
GENERAL FUND	Code Enforcement	US POSTAL SERVICE CMRS-FP	POSTAGE	20.00
GENERAL FUND	Code Enforcement	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	44.94
GENERAL FUND	Code Enforcement	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	9.11
GENERAL FUND	Code Enforcement	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	22.74
GENERAL FUND	Code Enforcement	MIRMA HEALTH	JANUARY PREMIUM	1,962.75
GENERAL FUND	Code Enforcement	MIRMA HEALTH	FEBRUARY PREMIUM	1,962.75
	***			12,192.64
GENERAL FUND	Court	AT&T	A/C 636 257-4553 078 0	533.55
GENERAL FUND	Court	AT&T	A/C 636 257-4553 078 0	531.72
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	1,740.79
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	94.83
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	22.18
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	1,749.60
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	591.67
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	44.02
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	134.78
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PAYROLL	31.51
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PSA CLAIM AGREEMENT AMOUNTS	500.00
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	LAGERS	715.98
GENERAL FUND	Court	MID MISSOURI MACA	MEMBERSHIP-MELISSA ALLEN/JANET FUSZ	50.00
GENERAL FUND	Court	US POSTAL SERVICE CMRS-FP	POSTAGE	480.00

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
GENERAL FUND	Court	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	32.10
GENERAL FUND	Court	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	6.52
GENERAL FUND	Court	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	17.22
GENERAL FUND	Court	MIRMA HEALTH	JANUARY PREMIUM	1,379.00
GENERAL FUND	Court	MIRMA HEALTH	FEBRUARY PREMIUM	1,379.00
GENERAL FUND	Court	MACA	MEMBERSHIP-MELISSA ALLEN/JANET FUSZ	120.00
	***			10,154.47
GENERAL FUND	General Government	AMEREN MISSOURI	A/C 69510-02818	1,250.77
GENERAL FUND	General Government	AMEREN MISSOURI	A/C 09274-11169	391.00
GENERAL FUND	General Government	CITY OF PACIFIC - PAYROLL	FSA CLAIM AGREEMENT AMOUNTS	864.00
GENERAL FUND	General Government	CITY OF PACIFIC - PAYROLL	ADP PROCESSING CHARGES	696.20
GENERAL FUND	General Government	CITY OF PACIFIC - PAYROLL	ADP PAYROLL SERVICES/TIME & ATTENDA	977.50
GENERAL FUND	General Government	AT&T	A/C 171-803-1432 001/INV 1872691506	344.53
GENERAL FUND	General Government	AT&T	A/C 831-000-7680 403/INV 5149342503	275.08
GENERAL FUND	General Government	AT&T	A/C 171-803-1432 001/INV 8779332506	342.53
GENERAL FUND	General Government	CHARTER COMMUNICATIONS	A/C 8345 78 106 0048560	84.99
GENERAL FUND	General Government	AT&T	A/C 0701020121029	166.67
GENERAL FUND	General Government	TRI COUNTY SENIOR CENTER	DECEMBER DONATIONS	465.00
GENERAL FUND	General Government	TRI COUNTY SENIOR CENTER	2020 CONTRACT	15,000.00
GENERAL FUND	General Government	US POSTAL SERVICE CMRS-FP	POSTAGE	740.00
GENERAL FUND	General Government	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	0.50
GENERAL FUND	General Government	MASTERCARD	A/C 5553 3000 0002 3501	23.68
GENERAL FUND	General Government	MASTERCARD	A/C 5553 3000 0002 3501	75.92
GENERAL FUND	General Government	MASTERCARD	A/C 5553 3000 0002 3501	199.98
GENERAL FUND	General Government	MIRMA HEALTH	JANUARY PREMIUM	354.00
GENERAL FUND	General Government	MIRMA HEALTH	JANUARY TLO PREMIUM	4,622.15
GENERAL FUND	General Government	MIRMA HEALTH	FEBRUARY TLO PREMIUM	4,622.15
GENERAL FUND	General Government	MIRMA HEALTH	FEBRUARY PREMIUM	-2,190.00
GENERAL FUND	General Government	JEREMY LYNN	MEDICAL PREMIUM REFUND	796.50
GENERAL FUND	General Government	PACIFIC CHAMBER OF COMMERCE	CHAMBER LUNCHEON	44.00
GENERAL FUND	General Government	SECRETARY OF STATE	IDA REGISTRATION RENEWAL	45.00
	***			30,192.15
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PAYROLL	2,953.33
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PAYROLL	183.12
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PAYROLL	42.83
	***			3,179.28
GENERAL FUND	Mer Valley Genealogy & Hi	US POSTAL SERVICE CMRS-FP	POSTAGE	60.00
	***			60.00
GENERAL FUND	Miscellaneous	MILLER FUNERAL HOME	REFUND OVERPAYMENT GRAVE OPENING -	10.00
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CREDIT CARD DEPOSIT - VICKI NANTZ	100.00
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CREDIT CARD DEPOSIT - NANETTE THOMA	100.00
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CREDIT CARD DEPOSIT - GLORIA BAYNES	100.00
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CREDIT CARD DEPOSIT - JOHN SITTON	100.00
	***			410.00
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	352.58
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	21.86
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	5.11
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	352.41
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	21.85
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PAYROLL	5.11
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	LAGERS	141.78
GENERAL FUND	Planning	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	6.43
GENERAL FUND	Planning	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	1.31
GENERAL FUND	Planning	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	3.50
GENERAL FUND	Planning	MIRMA HEALTH	JANUARY PREMIUM	206.25
GENERAL FUND	Planning	MIRMA HEALTH	FEBRUARY PREMIUM	206.25
	***			1,324.44
GENERAL FUND	Police	MISSOURI POLICE CHIEFS ASSN	MEMBERSHIP - DONALD LOCKE	100.00
GENERAL FUND	Police	AT&T	A/C 636 257-2424 087 2	1,813.01
GENERAL FUND	Police	AT&T	A/C 314 128 1116 201 5	6,883.43
GENERAL FUND	Police	AT&T	A/C 636 257-2424 087 2	1,828.68
GENERAL FUND	Police	AMEREN MISSOURI	A/C 69510-02818	1,250.76
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	43,776.83
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	1,446.18
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	84.93
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	97.39
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	1,946.67
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	516.00
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	654.46

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	2,798.46
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - GRAEBNER	881.20
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - GRAEBNER	54.63
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - GRAEBNER	12.78
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	42,418.19
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	1,251.18
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	175.30
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	3,215.13
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	704.96
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	2,803.07
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL	655.55
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - M SCHAUB	300.00
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - M SCHAUB	720.00
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - M SCHAUB	63.24
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PAYROLL - M SCHAUB	14.79
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	FSA CLAIM AGREEMENT AMOUNTS	6,828.00
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	LAGERS	20,004.24
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	LAGERS	3,331.71
GENERAL FUND	Police	VERIZON WIRELESS	A/C 986326930-00001-INV 9844533069	156.14
GENERAL FUND	Police	VERIZON WIRELESS	A/C 986326930-00001/INV 9846607949	155.12
GENERAL FUND	Police	CHARTER COMMUNICATIONS	A/C 8345 78 106 0006006	209.13
GENERAL FUND	Police	STAPLES ADVANTAGE	A/C DE1012960 - INV 3409979278	58.30
GENERAL FUND	Police	STAPLES ADVANTAGE	A/C DE1012960 - INV 3409979276	66.05
GENERAL FUND	Police	STAPLES ADVANTAGE	A/C DE1012960 - INV 3409979273	47.86
GENERAL FUND	Police	STAPLES ADVANTAGE	A/C DE1012960 - INV 3409979271	53.64
GENERAL FUND	Police	STAPLES ADVANTAGE	A/C DE1012960 - INV 3409979268	40.01
GENERAL FUND	Police	WEX BANK	A/C 369-662-613-8	48.00
GENERAL FUND	Police	WEX BANK	A/C 369-662-613-8	2,384.27
GENERAL FUND	Police	US POSTAL SERVICE CMRS-FP	POSTAGE	220.00
GENERAL FUND	Police	KCL GROUP BENEFITS	FEBRUARY PREMIUM - DENTAL	565.11
GENERAL FUND	Police	KCL GROUP BENEFITS	FEBRUARY PREMIUM - VISION	114.56
GENERAL FUND	Police	KCL GROUP BENEFITS	FEBRUARY PREMIUM - LIFE	295.45
GENERAL FUND	Police	PALMETTO STATE ARMORY	MAGAZINES	27.98
GENERAL FUND	Police	MASTERCARD	A/C 5553 3000 0002 3501	175.00
GENERAL FUND	Police	MASTERCARD	A/C 5553 3000 0002 3501	483.59
GENERAL FUND	Police	MIRMA HEALTH	JANUARY PREMIUM	23,303.00
GENERAL FUND	Police	MIRMA HEALTH	FEBRUARY PREMIUM	20,833.00
GENERAL FUND	Police	FIRST STATE COMMUNITY BANK	A/C 18077507	15,634.09
GENERAL FUND	Police	KETCH-ALL CO	ANIMAL SUPPLIES	178.81
GENERAL FUND	Police	FRANCITE LOGIC SYSTEMS	EASY DRAW SOFTWARE	398.00
GENERAL FUND	Police	FORD MOTOR CREDIT CO LLC	A/C 8366601	43,703.19
	***			255,781.07
GENERAL FUND	Transfers	CITY OF PACIFIC	JANUARY TRANSFER	10,000.00
	***			10,000.00
	***			339,285.47
PARKS & STORMWATER T	Park & Pool (Prop F)	AMEREN MISSOURI	A/C 69510-02818	69.14
	***			69.14
PARKS & STORMWATER T	Parks & Stormwater Tax (P	AMEREN MISSOURI	A/C 38243-02121	24.25
PARKS & STORMWATER T	Parks & Stormwater Tax (P	AMEREN MISSOURI	A/C 13680-60025	320.99
PARKS & STORMWATER T	Parks & Stormwater Tax (P	AMEREN MISSOURI	A/C 23730-27035	13.46
PARKS & STORMWATER T	Parks & Stormwater Tax (P	AMEREN MISSOURI	A/C 69510-02818	66.14
PARKS & STORMWATER T	Parks & Stormwater Tax (P	AMEREN MISSOURI	A/C 39300-96000	56.23
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	1,295.60
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	7.69
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	80.80
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	18.90
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	1,338.32
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	79.46
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	87.90
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	PAYROLL	20.56
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	FSA CLAIM AGREEMENT AMOUNTS	200.00
PARKS & STORMWATER T	Parks & Stormwater Tax (P	CITY OF PACIFIC - PAYROLL	LAGERS	509.62
PARKS & STORMWATER T	Parks & Stormwater Tax (P	TOM WOLF HARDWARE CO	MISC SUPPLIES	9.95
PARKS & STORMWATER T	Parks & Stormwater Tax (P	GRAINGER	A/C 833182181	142.66
PARKS & STORMWATER T	Parks & Stormwater Tax (P	COCHRAN	INDUSTRIAL DR STORM SEWER STUDY	5,903.00
PARKS & STORMWATER T	Parks & Stormwater Tax (P	COCHRAN	INDUSTRIAL DR STORM SEWER STUDY	8,854.50
PARKS & STORMWATER T	Parks & Stormwater Tax (P	KCL GROUP BENEFITS	FEB PREMIUM - DENTAL	19.27
PARKS & STORMWATER T	Parks & Stormwater Tax (P	KCL GROUP BENEFITS	FEB PREMIUM - VISION	3.91
PARKS & STORMWATER T	Parks & Stormwater Tax (P	KCL GROUP BENEFITS	FEB PREMIUM - LIFE	10.49
PARKS & STORMWATER T	Parks & Stormwater Tax (P	MASTERCARD	BL ACCT 00400521-10000000	125.00
PARKS & STORMWATER T	Parks & Stormwater Tax (P	MIRMA HEALTH	JANUARY PREMIUM	705.50
PARKS & STORMWATER T	Parks & Stormwater Tax (P	MIRMA HEALTH	FEBRUARY PREMIUM	705.50
PARKS & STORMWATER T	Parks & Stormwater Tax (P	PLANNING DESIGN STUDIO	PROJECT J19.28	4,235.00
PARKS & STORMWATER T	Parks & Stormwater Tax (P	SEPTIC SERVICES INC	ADAMS GARDEN	100.00

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
PARKS & STORMWATER T	Parks & Stormwater Tax (P	SEPTIC SERVICES INC	700 W CONGRESS	200.00
PARKS & STORMWATER T	Parks & Stormwater Tax (P	JOHN DEBERE FINANCIAL	A/C 46151-07774	45.73
***				25,180.43
***				25,249.57
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 314 A55-6189 600 5	654.98
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 314 A55-6189 600 5	652.53
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/C 02670-06009	790.58
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/C 69510-02818	4,908.86
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/C 54111-33059	24.60
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	7,970.38
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	373.62
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	517.33
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	120.99
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	7,662.51
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	1,527.99
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	569.82
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PAYROLL	133.26
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	FSM CLAIM AGREEMENT AMOUNTS	1,246.67
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	LAGERS	3,084.17
SEWER SYSTEM	Blower/Stimulus	UNITED STATES POSTAL SERVICE	FRIENDLY REMINDER POSTAGE	120.40
SEWER SYSTEM	Blower/Stimulus	UNITED STATES POSTAL SERVICE	WATER/SEWER BILL POSTAGE	388.85
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 057 766-8899 001	76.60
SEWER SYSTEM	Blower/Stimulus	MISSOURI RURAL WATER ASSN	DUES - ID 900051 - ROBERT BRUEGGEMA	15.00
SEWER SYSTEM	Blower/Stimulus	MISSOURI RURAL WATER ASSN	2020 MEMBERSHIP DUES	657.16
SEWER SYSTEM	Blower/Stimulus	VERIZON WIRELESS	A/C 986326930-00001/INV 9844533069	107.46
SEWER SYSTEM	Blower/Stimulus	VERIZON WIRELESS	A/C 986326930-00001/INV 9846607949	106.64
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 171-803-1432 001/INV 1872691506	86.13
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 831-000-7680 403/INV 5149342503	68.77
SEWER SYSTEM	Blower/Stimulus	AT&T	A/C 171-803-1432 001/INV 8779332506	85.63
SEWER SYSTEM	Blower/Stimulus	UMB BANK	TRUSTEE FEE - SERIES 2005A BOND	111.23
SEWER SYSTEM	Blower/Stimulus	STODDARD SILENCERS	ORDER 87210.00	171.19
SEWER SYSTEM	Blower/Stimulus	WEX BANK	A/C 369-662-613-8	417.05
SEWER SYSTEM	Blower/Stimulus	US POSTAL SERVICE CMRS-FP	POSTAGE	240.00
SEWER SYSTEM	Blower/Stimulus	KCL GROUP BENEFITS	FEB PREMIUM - DENTAL	98.46
SEWER SYSTEM	Blower/Stimulus	KCL GROUP BENEFITS	FEB PREMIUM - VISION	19.98
SEWER SYSTEM	Blower/Stimulus	KCL GROUP BENEFITS	FEB PREMIUM - LIFE	53.90
SEWER SYSTEM	Blower/Stimulus	MIRMA HEALTH	JAN PREMIUM	5,235.75
SEWER SYSTEM	Blower/Stimulus	MIRMA HEALTH	FEB PREMIUM	5,235.75
SEWER SYSTEM	Blower/Stimulus	FIRST STATE COMMUNITY BANK	A/C 18077507	22,445.82
SEWER SYSTEM	Blower/Stimulus	FIRST BAPTIST CHURCH OF	EASEMENT	465.00
SEWER SYSTEM	Blower/Stimulus	JOE EMORY	BOOT REIMBURSEMENT	100.00
SEWER SYSTEM	Blower/Stimulus	MISSOURI WATER &	TRAINING/DUES BINGAMAN/LEFARTH/EMOR	150.00
SEWER SYSTEM	Blower/Stimulus	MISSOURI WATER &	TRAINING/DUES BINGAMAN/LEFARTH/EMOR	52.50
SEWER SYSTEM	Blower/Stimulus	ROBERT LEFARTH	MEAL REIMBURSEMENT	11.77
***				66,759.33
SEWER SYSTEM	Legislative	UMB BANK	SERIES 2005A BOND PAYMENT	9,583.33
SEWER SYSTEM	Legislative	UMB BANK	SERIES 2005A BOND PAYMENT	1,241.04
***				10,824.37
SEWER SYSTEM	Transfers	CITY OF PACIFIC	JANUARY CITY HALL IMPROVEMENT TRANS	1,402.68
***				1,402.68
***				78,986.38
TOURISM TAX FUND	Tourism	OUTLAW TEES INC	CAR SHOW T-SHIRTS	1,995.57
TOURISM TAX FUND	Tourism	DG2 DESIGN LLC	BIGFOOT PLAZA	9,905.00
***				11,900.57
***				11,900.57
TRANSPORTATION TAX (	Transportation	ERB EQUIPMENT CO INC	A/C 10184	165.25
TRANSPORTATION TAX (	Transportation	KRANZ AUTOMOTIVE BODY CO	STREET DEPT FLOW BLADES	1,460.96
TRANSPORTATION TAX (	Transportation	AT&T	A/C 314 A55-6189 600 5	217.36
TRANSPORTATION TAX (	Transportation	AT&T	A/C 314 A55-6189 600 5	217.03
TRANSPORTATION TAX (	Transportation	AMEREN MISSOURI	A/C 01031-63023	1,975.03
TRANSPORTATION TAX (	Transportation	AMEREN MISSOURI	A/C 69510-02818	404.74
TRANSPORTATION TAX (	Transportation	AMEREN MISSOURI	A/C 02410-05112	8,623.41
TRANSPORTATION TAX (	Transportation	AIRGAS USA LLC	A/C 1856126	26.00
TRANSPORTATION TAX (	Transportation	CONTINENTAL RESEARCH CORP	A/C PAC0007	236.22
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	9,878.40
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	171.65
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	509.92
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	119.25

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	9,818.40
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	991.37
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	557.00
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	PAYROLL	130.28
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	FSA CLAIM AGREEMENT AMOUNTS	6,383.04
TRANSPORTATION TAX (	Transportation	CITY OF PACIFIC - PAYROLL	LAGERS	4,506.74
TRANSPORTATION TAX (	Transportation	RIVERSTONE QUARRY INC	A/C CITYP	258.95
TRANSPORTATION TAX (	Transportation	SCHULTE SUPPLY	A/C 5377	205.08
TRANSPORTATION TAX (	Transportation	SCHULTE SUPPLY	A/C 5377	699.00
TRANSPORTATION TAX (	Transportation	OFFICE EMPORIUM	MISC OFFICE SUPPLIES	40.99
TRANSPORTATION TAX (	Transportation	OFFICE EMPORIUM	MISC OFFICE SUPPLIES	21.66
TRANSPORTATION TAX (	Transportation	DA-COM CORPORATION	A/C 117540	14.75
TRANSPORTATION TAX (	Transportation	DA-COM CORPORATION	A/C 117540	39.76
TRANSPORTATION TAX (	Transportation	BAYS TIRE SERVICE	A/C 105	45.00
TRANSPORTATION TAX (	Transportation	BAYS TIRE SERVICE	A/C 105	15.00
TRANSPORTATION TAX (	Transportation	VERIZON WIRELESS	A/C 986326930-00001/INV 9844533069	85.18
TRANSPORTATION TAX (	Transportation	VERIZON WIRELESS	A/C 986326930-00001/INV 9846607949	84.52
TRANSPORTATION TAX (	Transportation	MISSOURI ONE CALL SYSTEM	A/C 161204	44.80
TRANSPORTATION TAX (	Transportation	AT&T	A/C 171-803-1432 001/INV 1872691506	86.13
TRANSPORTATION TAX (	Transportation	AT&T	A/C 831-000-7680 403/INV 5149342503	68.77
TRANSPORTATION TAX (	Transportation	AT&T	A/C 171-803-1432 001/INV 8779332506	85.63
TRANSPORTATION TAX (	Transportation	HALL BROTHERS LUMBER	A/C 4290	464.80
TRANSPORTATION TAX (	Transportation	HALL BROTHERS LUMBER	A/C 4290	37.43
TRANSPORTATION TAX (	Transportation	COCHRAN	CANDLEWICK CONSTRUCTION	607.50
TRANSPORTATION TAX (	Transportation	KNAPHEIDE TRUCK EQUIPMENT CTR	A/C 193009	31.72
TRANSPORTATION TAX (	Transportation	WEX BANK	A/C 369-662-613-8	8.00
TRANSPORTATION TAX (	Transportation	WEX BANK	A/C 369-662-613-8	1,462.38
TRANSPORTATION TAX (	Transportation	RUSH TRUCK CENTER	A/C 293675	345.00
TRANSPORTATION TAX (	Transportation	ST LOUIS COMPOSTING	BRUSH COMPOSTING	100.00
TRANSPORTATION TAX (	Transportation	ST LOUIS COMPOSTING	BRUSH COMPOSTING	50.00
TRANSPORTATION TAX (	Transportation	ST LOUIS COMPOSTING	BRUSH COMPOSTING	250.00
TRANSPORTATION TAX (	Transportation	MARCO HOLDINGS LLC	A/C C0365	12.72
TRANSPORTATION TAX (	Transportation	MARCO HOLDINGS LLC	A/C C0365	2.50
TRANSPORTATION TAX (	Transportation	MARCO HOLDINGS LLC	A/C C0365	40.70
TRANSPORTATION TAX (	Transportation	PARTSMASTER	A/C PM355655	36.98
TRANSPORTATION TAX (	Transportation	HAVIN MATERIAL SERVICE INC	A/C CITY6306	427.30
TRANSPORTATION TAX (	Transportation	KCL GROUP BENEFITS	FEB PREMIUM - DENTAL	186.21
TRANSPORTATION TAX (	Transportation	KCL GROUP BENEFITS	FEB PREMIUM - VISION	37.75
TRANSPORTATION TAX (	Transportation	KCL GROUP BENEFITS	FEB PREMIUM - LIFE	97.30
TRANSPORTATION TAX (	Transportation	ENGINEERING SURVEYS & SERVICES	PROJECT NO G3762	1,522.50
TRANSPORTATION TAX (	Transportation	ENGINEERING SURVEYS & SERVICES	PROJECT NO. G4217	210.00
TRANSPORTATION TAX (	Transportation	ENGINEERING SURVEYS & SERVICES	PROJECT NO. G4218	2,575.00
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	1.79
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	53.22
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	1.79
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	53.06
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	1.79
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	54.53
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	1.79
TRANSPORTATION TAX (	Transportation	AUS ST LOUIS MC LOCKBOX	A/C 6109051	53.06
TRANSPORTATION TAX (	Transportation	JOKERST PAVING & CONTRACTING	CANDLEWICK LN STREET IMPROVEMENT	46,660.46
TRANSPORTATION TAX (	Transportation	MIRMA HEALTH	JAN PREMIUM	7,307.16
TRANSPORTATION TAX (	Transportation	MIRMA HEALTH	FEB PREMIUM	7,307.16
TRANSPORTATION TAX (	Transportation	FIRST STATE COMMUNITY BANK	A/C 18077507	41,300.00
TRANSPORTATION TAX (	Transportation	SHELTER WORKS	FIBERGLASS SHELTER DOWN PAYMENT	18,000.00
TRANSPORTATION TAX (	Transportation	ROBERT VANCIL	SAFETY GLASSES REIMBURSEMENT	200.00
TRANSPORTATION TAX (	Transportation	ISAAC OUSLEY	CDL LICENSE REIMBURSEMENT	77.00
TRANSPORTATION TAX (	Transportation	WOODYS MUNICIPAL SUPPLY	CUSTOMER ID PACIFIC CITY	1,466.70
TRANSPORTATION TAX (	Transportation	SIGN EXPERTS	ROAD PROJECT PANELS	68.00
TRANSPORTATION TAX (	Transportation	SIGN EXPERTS	RR CROSSING	91.35
TRANSPORTATION TAX (	Transportation	SIGN EXPERTS	25 MPH SIGN PANEL	43.00
TRANSPORTATION TAX (	Transportation	SIGN EXPERTS	LAKE CIRCLE DR	34.00
TRANSPORTATION TAX (	Transportation	JOHN DEERE FINANCIAL	A/C 46151-07774	42.45
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	51.97
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	145.63
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	14.49
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	187.10
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	59.98
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	119.30
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	-12.57
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	122.93
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	2.97
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	2.61
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	18.49
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	23.94
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	-23.94
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	196.17
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	180.52
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	180.52

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	INVOICE DESCRIPTION.....	LIQ AMT
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	29.94
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	14.97
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	43.98
TRANSPORTATION TAX (	Transportation	O'REILLY AUTOMOTIVE INC	A/C 359330	16.99
***				180,942.21
***				180,942.21
WATERWORKS SYSTEM	Charges for Services	FLOWER AND FENDLER INC	REFUND A/C 2900950.00 - 1737 WESTLA	1.90
WATERWORKS SYSTEM	Charges for Services	FLOWER AND FENDLER INC	REFUND A/C 2901690.00 - 1721 LAKE M	2.60
WATERWORKS SYSTEM	Charges for Services	DENNIS OLIVER	REFUND A/C 2500020.02 - 905 SIERRA	65.25
WATERWORKS SYSTEM	Charges for Services	BRIAN KAIN	REFUND A/C 1906015.04 - 1500 PEACHT	95.88
WATERWORKS SYSTEM	Charges for Services	HOWARD HEADRICK	REFUND A/C 0900450.00 - 323 E BELLE	2.17
WATERWORKS SYSTEM	Charges for Services	DONALD RAMSEY	REFUND A/C 0800561.07 - 145 HIGH ST	43.79
WATERWORKS SYSTEM	Charges for Services	SETH J BATES	REFUND A/C 0800040.11 - 205 N COLUM	63.94
WATERWORKS SYSTEM	Charges for Services	NICHOLAS & JODI CHLEBOWSKI	REFUND A/C 0800527.01 - 749 N COLUM	2.53
WATERWORKS SYSTEM	Charges for Services	JOE GILDEHAUS	REFUND A/C 0500126.01 - 417 KALEIGH	57.59
WATERWORKS SYSTEM	Charges for Services	JOE MAHER	REFUND A/C 2902350.00 - 1732 MEADE	6.66
WATERWORKS SYSTEM	Charges for Services	SAVANAH DELMAIN	REFUND A/C 2901220.00 - 1224 SONOMA	44.52
WATERWORKS SYSTEM	Charges for Services	SHANNON & ANGIE BRINLEY	REFUND A/C 0310070.01 - 2150 PEACE	4.86
WATERWORKS SYSTEM	Charges for Services	JULIE HERMANN	REFUND A/C 1800750.04 - 64 CEDAR FI	6.83
WATERWORKS SYSTEM	Charges for Services	RONALD SHARP	REFUND A/C 2700100.02 - 1747 KRISTI	56.48
WATERWORKS SYSTEM	Charges for Services	BONNIE HARRIS	REFUND A/C 1700540.00 - 112 CEDAR R	8.07
WATERWORKS SYSTEM	Charges for Services	CITY OF PACIFIC	SENIOR ACCT PER CUSTOMER - GARY BAY	4.00
***				467.07
WATERWORKS SYSTEM	Transfers	CITY OF PACIFIC	JANUARY CITY HALL IMPROVEMENT TRANS	1,402.68
***				1,402.68
WATERWORKS SYSTEM	Water	AT&T	A/C 314 A55-6189 600 5	456.32
WATERWORKS SYSTEM	Water	AT&T	A/C 314 A55-6189 600 5	455.06
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/C 21243-02127	1,292.21
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/C 69510-02818	3,755.63
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/C 29470-09001	271.78
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/C 26141-27004	13.28
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/C 13521-57005	606.83
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	8,237.71
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	374.21
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	485.92
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	113.64
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	7,662.59
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	1,528.58
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	521.84
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PAYROLL	122.06
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	FSA CLAIM AGREEMENT AMOUNTS	1,246.67
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	LAGERS	3,566.04
WATERWORKS SYSTEM	Water	UNITED STATES POSTAL SERVICE	FRIENDLY REMINDER POSTAGE	120.40
WATERWORKS SYSTEM	Water	UNITED STATES POSTAL SERVICE	WATER/SEWER BILL POSTAGE	388.85
WATERWORKS SYSTEM	Water	MISSOURI RURAL WATER ASSN	DUES - ID 900051 - ROBERT BRUEGGEMA	15.00
WATERWORKS SYSTEM	Water	MISSOURI RURAL WATER ASSN	2020 MEMBERSHIP DUES	657.16
WATERWORKS SYSTEM	Water	MISSOURI DEPT OF REVENUE	MO TAX ID NO 11152109 - DECEMBER	5,442.91
WATERWORKS SYSTEM	Water	VERIZON WIRELESS	A/C 986326930-00001/INV 9844533069	107.42
WATERWORKS SYSTEM	Water	VERIZON WIRELESS	A/C 986326930-00001/INV 9846607949	106.59
WATERWORKS SYSTEM	Water	AT&T	A/C 171-803-1432 001/INV 1872691506	86.13
WATERWORKS SYSTEM	Water	AT&T	A/C 831-000-7680 403/INV 5149342503	68.77
WATERWORKS SYSTEM	Water	AT&T	A/C 171-803-1432 001/INV 8779332506	85.63
WATERWORKS SYSTEM	Water	CHARTER COMMUNICATIONS	A/C 8345 78 106 0075167	99.98
WATERWORKS SYSTEM	Water	WEX BANK	A/C 369-662-613-8	417.05
WATERWORKS SYSTEM	Water	US POSTAL SERVICE CMRS-FP	POSTAGE	240.00
WATERWORKS SYSTEM	Water	KCL GROUP BENEFITS	FEB PREMIUM - DENTAL	98.46
WATERWORKS SYSTEM	Water	KCL GROUP BENEFITS	FEB PREMIUM - VISION	19.96
WATERWORKS SYSTEM	Water	KCL GROUP BENEFITS	FEB PREMIUM - LIFE	53.90
WATERWORKS SYSTEM	Water	MIRMA HEALTH	JAN PREMIUM	5,235.75
WATERWORKS SYSTEM	Water	MIRMA HEALTH	FEB PREMIUM	5,235.75
WATERWORKS SYSTEM	Water	FIRST STATE COMMUNITY BANK	A/C 18077507	44,891.64
WATERWORKS SYSTEM	Water	FIRST BAPTIST CHURCH OF	EASEMENT	465.00
WATERWORKS SYSTEM	Water	JOE EMORY	BOOT REIMBURSEMENT	100.00
WATERWORKS SYSTEM	Water	MO DEPT OF REVENUE	MO TAX ID NO 11741252/OCT-DEC 2019	1,080.80
WATERWORKS SYSTEM	Water	MISSOURI WATER &	TRAINING/DUES BINGAMAN/LEFARTH/EMOR	150.00
WATERWORKS SYSTEM	Water	MISSOURI WATER &	TRAINING/DUES BINGAMAN/LEFARTH/EMOR	52.50
WATERWORKS SYSTEM	Water	ROBERT LEFARTH	MEAL REIMBURSEMENT	11.76
***				95,941.78
***				97,811.53
***				734,175.73

## City Clerk Highlights

Week of February 3 -

Balance Coll Account for transfers to various accounts

Board meeting & paperwork and minutes

Work on Auditor Journal Entries and final report for financials 6-30-19

Work on budget & amendments

Monthly safety committee meeting

Meeting - Software permit software for tracking

Balance and reconcile 20 bank accounts

New budget worksheets went out to department heads

Work with governmentor on IT issues

Do Journal Entries for January preliminary Financials

Beautification Committing meeting and minutes