

Public Notice posted in accordance  
RSMO. 610 as amended

Date/Time Posted: Friday, January 17, 2019  
5:00 p.m.

By: Kimberly Barfield  
City Clerk

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

**TUESDAY, JANUARY 21, 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 7, 2020.
7. Approve the Minutes from the Executive Session on January 7, 2020.
8. Public Hearing
  - a. The City will conduct a Public Hearing to hear comments on a verified petition for Voluntary Annexation, Vitale Farms LLC, commonly known as 5875 Lost Hill Lane, 5881 Lost Hill Lane, 5893 Lost Hill Lane, 18800 Franklin Road, Pacific, MO.
9. Mayor Report
  - a. Tourism Commission recommendation, Welcome to Pacific digital sign
  - b. State of the City address, Chamber luncheon Jan. 23
10. Public Participation
11. New Bills
  - a. 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. (1<sup>st</sup> reading)
  - b. 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 Franklin County Parcel ID # 19-6-14.0-0-099-034.000 in the City of Pacific. (1<sup>st</sup> reading)

- c. 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; authorizing other actions in connection with such annexation, and repealing conflicting ordinances (1<sup>st</sup> reading)

12. Consideration of Bills Previously Introduced

- a. Bill No. 4082 An Ordinance providing for the appointment of a Chief of Police. (2<sup>nd</sup> reading)
- b. Bill No. 4083 An Ordinance establishing the position of City Engineer and providing for the qualifications and duties thereof (2<sup>nd</sup> reading)
- c. Bill No. 4084 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific. (2<sup>nd</sup> reading)

13. New Business

- a. Resolution No. 2020-02 A Resolution authorizing and directing the Mayor to execute a Contract Agreement with HR Green Inc. for Professional Services for Storm Water Planning and Preliminary Design Work.
- b. Resolution No. 2020-03 A Resolution authorizing the transfer of funds from the Water & Sewer Fund to the Leasehold Revenue Bond for the Interest Payment and Administrative Fees of the Municipal Assistance Bond Series 2012 in the amount of \$148,689.50.

14. Unfinished Business

15. City Administrator Report

- a. Denton Road bridge Engineering Services Contract negotiation
- b. Engagement letter, Gilmore Bell

16. City Attorney Report

- a. Report, Pacific Mobile Manor

17. Miscellaneous

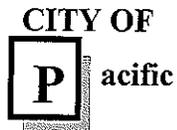
- a. Approve the list of bills.
- b. Approve the payment of \$15,000 to the Tri County Community Center.
- c. Approve Candlewick Lane Pay App 3 in the amount of \$ 46,660.46 and Change Order 1.
- d. Approve MVCCA request to use City Hall, May 7, 2020.

18. 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

## 19. 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.



JANUARY 7, 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 Mayor Myers.

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth  
 Alderman Adams  
 Alderman Rahn  
 Alderman Gass  
 Alderman Johnson  
 Alderman Stotler

A quorum was present.

Also present: Administrator Roth  
 Attorney Jones  
 Chief Mansell  
 Collector Kelley  
 Public Works Commissioner Brueggemann  
 City Clerk Barfield

**Pledge of Allegiance**

The Pledge of Allegiance is given.

**Prayer**

Ministerial Alliance offered prayer this evening.

**Approve Agenda**

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

**Minutes**

A. Regular meeting on December 17, 2019

Board of Aldermen 1-7-20

Motion made by Alderman Johnson, seconded by Alderman Stotler to approve the minutes of the regular meeting on December 17, 2019. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

### **Mayor's Report**

a. Recognize winners from the Beautification Committee Christmas Contest: Wolf Hardware, Dan McClain, Matt Bartel, Doug Schoenberger

Mayor Myers asked Angie Hardcastle, Chairman of the Beautification Committee, to present the awards. Chairman Hardcastle announced the winners and asked them to come up. There was no one present from Wolf Hardware.

b. Reserve Police Officer Nelvin Cawley retirement recognition

Mayor Myers asked for Officer Cawley and his family to come up. He read a Certificate of Appreciation to Officer Cawley for his 36 years of service in the Police Department.

c. Pauline Masson (Pacific Missouri editor) retirement recognition

Mayor Myers stated there was a new guest with us this evening with the Missourian, her name is Julie. The Missourian has announced that Pauline Masson has retired after at least two decades of reporting.

### **Public Participation**

State Representative Dottie Bailey stated she has a presentation to the Myers Family. Mayor Myers stated this was for his cousins Jeff and Tim, whose father passed away, Eddie Myers. Representative Bailey stated she had a House Resolution to read and an American Flag that was flown at the Capital to present to them this evening. The family came up. She read from House Resolution. The Family presented Franklin County Honor Flight the money that was received from donations in lieu of flowers.

### **New Bills**

**Bill No. 4082 An Ordinance providing for the appointment of a Chief of Police. (1<sup>st</sup> reading)**

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4082 for the first reading by title only.

**Bill No. 4083 An Ordinance establishing the position of City Engineer and providing for the qualifications and duties thereof (1<sup>st</sup> reading)**

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4083 for the first reading by title only.

**Bill No. 4084 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific. (1<sup>st</sup> reading)**

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4084 for the first reading by title only.

### **Consideration of Bills Previously Introduced**

**Bill No. 4081 An Ordinance approving a Vacation of certain right-of-way of Thornton Street and**

Board of Aldermen 1-7-20

### **approving a Boundary Adjustment Plat (Presley) (2<sup>nd</sup> reading)**

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4081 by title only for the second reading. Mayor Myers asked for any discussion. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Gass, Alderman Johnson, Alderman Stotler. Nays: None. Whereupon, Mayor Myers declared **Bill No. 4081 passed and becomes Ordinance No. 3165.**

### **New Business**

**Resolution No. 2020-01 A Resolution approving an Agreement with Tri-County Community Senior Center Inc (Pacific Care Center) for services to be provided to the City of Pacific and authorizing the Mayor to execute said agreement.**

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-01 by title only. Alderman Adams stated he would like to make an amendment. The City has had this contract with the Senior Center for more than 10 years and the dollar amount has never changed. With the cost of items increasing he would like to see this increased to \$ 15,000. **Motion made by Alderman Adams, seconded by Alderman Nemeth to amend Resolution No. 2020-01 increasing the dollar amount to \$ 15,000.** Alderman Stotler stated he was now a Board Member of the Senior Center, while he receives no benefit from them, should he abstain. Attorney Jones suggested he abstain. Attorney Jones stated this also amends the contract amount to \$ 15,000. **A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Abstain: Alderman Stotler.**

### **City Administrator Report**

#### a. Purchase Order 2020-25, Shelter Work Fiberglass Shelter

Administrator Roth stated the old building at the lagoon was destroyed in a windstorm. The City will receive \$ 60,000 from the insurance company. Public Works Commissioner Brueggemann would like to replace the building but place it at the City Shed instead of back out at the lagoon. At the shed it would be used to store salt. Public Works Commissioner Brueggemann stated it is the same size as the old building. The cost of the new building \$75,430. **Motion made by Alderman Gass, seconded by Alderman Nemeth to approve the purchase of a new Shelter Work Fiberglass Building in the amount of \$ 75,430. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

#### b. Pool inspection work, Westport Pools

Administrator Roth stated the Pool Audit Report from Westport Pools was on the dais. The Audit reflects that the shell passed inspection and it can be opened for the 2020 season at nominal costs for repair. This was also shared with the Park Board last night. The immediate repairs include the following, which are on page 3 of the report, pool railings at stair entry, refurbish filter sleeves and piping, chemical storage signage, eyewash station and protective gloves, training and system start up. This cost is \$ 6,600.00. Westport's report shows that the painting of the pool is not critical for this year. That costs are \$ 32,000. Mayor Myers thought there was some cosmetic fixes and general maintenance that also needed to be completed. **Motion made by Alderman Adams, seconded by Alderman Stotler to approve the immediate repairs in the amount of \$ 6,600 along with general maintenance. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Administrator Roth stated Midwest Pools has managed the pool for many years. He hoped to invite the contract and bring to the Board for approval.

c. Denton Road Bridge preliminary engineering selection

Administrator Roth stated there was a memo on the dais regarding this. The purpose of the memorandum is to provide a recommendation for selection of a firm to provide preliminary engineering services for the Denton Road Bridge replacement project, Federal Project No. 5419(612). He reminded the Board in June 2019 the City requested a contract from Cochran Engineering for both preliminary engineering and construction engineering services, based on an RFQ from June 2018. The Board approved an ordinance authorizing the contract which was then forwarded to MoDot. In September 2019 MoDot rejected the contract, saying the City did not follow certain procedures related to procurement of engineering services for federal-aid projects. The City proceeded with a new engineering selection and six firms submitted responses. In December 2019 a committee comprised of himself, PW Commissioner Brueggemann and Street Superintendent Roy Hinkle reviewed and scored each submittal independently. Then there was a meeting with Randall Glaser, MoDot, and this committee where the scores were discussed. Mr. Glaser made comments which were critical of the City's engineering selection process. I took offense to these remarks and reminded Mr. Glaser that the city works with numerous different engineering firms and choose these based on qualifications and experience. With respect to the project, the committee rated Cochran and Juneau Associates very highly. The committee had substantial discussion about each firm with the result being a full interview with the committee. This was done with both firms on December 19<sup>th</sup> with two MoDot representatives along with the Mayor in attendance. The committee ultimately recommends Juneau Associates for the project. This was a very tough decision and this recommendation is based on qualifications and specialized experience to the specific task at hand. **Motion made by Alderman Gass, seconded by Alderman Nemeth to instruct staff to negotiate a contract with Juneau Associates for this project. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

d. Brush Pickup

Administrator Roth stated there is a need for the City to evaluate the brush pickup policy. He asked if the Aldermen wanted to schedule an Operations meeting to review the current policy. Alderman Adams stated he thought this was a day to day call and suggested staff put it together and bring it back for the Board to review.

**City Attorney Report**

Attorney Jones stated the litigation for Pacific Mobile Manor is scheduled for Tuesday, January 14, 2020 and hopefully there will be a ruling. This is at 10 a.m.

**Miscellaneous**

- a. Approve invoice from Cochran in the amount of \$ 728.81 out of Viaduct CID.

Motion made by Alderman Nemeth, seconded by Alderman Adams to approve the invoice from Cochran in the amount of \$ 728.81 to be paid from Viaduct CID. A voice vote was taken with an affirmative result.

- b. Donation from Borcharding family

Mayor Myers stated he has a very large schematic of the Missouri Pacific Railroad from the City of Pacific to the boot hill that shows all the electronic devices noted on it. This dates to 1956 or 1957. This is a very large schematic. We have limited space at Red Cedar. He has spoke with Patterhn Ives and this is something that could be scanned in and a computer/touch screen be available at the Welcome Center and the subject entered and then it brings up what is scanned. He just wanted the Board to be aware of what was donated and what he has learned we could do.

### **REPORTS OF CITY OFFICIALS**

Alderman Nemeth – No report

Alderman Adams – Requested an update to the Board on anything pending dealing with legal, real estate and the status of projects, such as the cemetery project, Hogan Subdivision, and others. He asked that the City Administrator include it in his report to the Board.

Mayor Myers – stated on January 23, 2020 at 11:45 there is a Chamber Luncheon at the Opera House. He has been asked to highlight the State of the City Address. If anyone would like to go, please contact Tiffany.

Alderman Rahn – No report.

Alderman Gass – No report.

Alderman Johnson – stated the Eagles is putting on two events. On February 22, 2020 there is the BBQ for the Children’s Lunches. Then they are also having a 50/50 drawing for the Safety Net program. This is for homeless kids, which is any child not living with their parents. She continued that if she could get a commitment out of the City that she wouldn’t have to raise money for the fireworks and it would continue to be funded from Tourism then she would go to the businesses and ask for donations to the Safety Net Program.

St. Patrick’s Day Parade – Alderman Johnson stated she thought Larry Mueller was taking care of this.

Alderman Stotler – reminded everyone about Piano’s for a Purpose on January 25, 2020.

Chief Mansell – Passed out a memo regarding statistics in the Police Department over the last year. The Department has been very busy, with calls and arrests both increased. Big projects have also been completed, base station radio’s, computers, and one new truck is in. They also have 3 officers deputized and work with Franklin County doing the roundup.

Collector Kelley – No report.

### **Executive Session RSMO 610.021(3)**

Hiring, firing, discipling or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Motion made by Alderman Gass, seconded by Alderman Nemeth to go into executive session under RSMO.610.021(3). A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Gass, Alderman Johnson, Alderman Stotler. Nays: None. Whereupon, Mayor Myers declared the motion carried 6-0.

Board of Aldermen 1-7-20

The Board went into executive session at 7:55 p.m.

The Board reconvened at 8:33 p.m.

**ADJOURNMENT**

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

The meeting adjourned at 8:34 p.m.

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Steve Myers, Mayor

ATTEST:

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City Clerk

# MEMORANDUM

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Steve Roth  
City Administrator

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

January 17, 2020

**TO: Mayor and Board of Aldermen**  
**RE: City Administrator report, 1-21-20 Board of Aldermen meeting**

Hello everyone,

Please note the following with respect to agenda items and other information for the January 7 meeting.

**1. Public Hearing, Vitale Farms annexation.** The City has received a Petition for Voluntary Annexation of what we are referring to as "Vitale Farms"; an approximate 255-acre property located south of Dozier Crossing off Route 66. A copy of the petition and an exhibit is included in the Board packet. This property is contiguous to the existing City limits essentially at Dozier Crossing, across (south of) the Eureka Fire Protection District site. The contiguous section includes a parcel that is approximately 175 feet in width at the Franklin Road (St. Louis County) right-of-way. We believe these tracts together are candidates for annexation based on this contiguous parcel, but do understand that this contiguousness may be subject to some interpretation. We would also note that the area proposed for annexation includes one parcel that is not owned by the applicant (5995 Lost Hill Lane, St. Louis County Locator 31X130029) and that is essentially surrounded by the property proposed for annexation. I will note these items at the meeting for both the Board and public to understand. As I believe the Board is aware, a voluntary annexation such as this does not create any particular obligation of the City to extend public water or sanitary sewer services. Further, the Lost Hill Lane roadway is not a public right-of-way and thus we would have no maintenance responsibility for this roadway. We would have responsibility of course to provide law enforcement services to this location, and the property would also be subject to City planning and zoning rules and regulations.

**2. Tourism Commission recommendation.** The Tourism Commission has recommended that the City purchase a larger sign for the existing Welcome to Pacific sign near City Hall. The total cost, including installation, is \$78,837 and would be purchased through Sign Experts. While the City's procurement ordinance generally requires sealed bidding for purchases of this size, the ordinance also includes a "sole source" exception which we believe would apply to this purchase. The funds are proposed to come from Tourism Commission reserves. Copies of the Sign Experts proposal are included in the packet.

The Mayor has requested this item be discussed under his report. Sign Experts will have a representative at the meeting to address any questions the Board may have. The Mayor meanwhile has directed City staff to research the City's acquisition of a small piece of MoDOT right-of-way where the digital sign is located. We have not completed our research as of this writing and I will report more fully on this topic at the meeting.

**3. Bill to Amend Wage and Salary schedule, Police personnel.** This bill amends the Wage and Salary schedule for two police personnel, Captain Don Locke and Corporal Jeremy Lynn. Capt. Locke had requested an adjustment in his pay after the earlier Wage and Salary proposal had been presented to

the Board of Aldermen. Capt. Locke's pay under the existing schedule is \$27.80 per hour, compared to \$27.62 for the Police Lieutenant, which of course is a rank below Captain. Capt. Locke requested his pay be adjusted to better reflect his rank and job duties, and upon review with Chief Mansell and the Mayor we have agreed and propose the increase to \$29.62 hourly as included in this bill.

Corporal Lynn's proposed adjustment raises his pay by 25 cents per hour, from \$24.95 to \$25.20. This increase corrects an error in the schedule adopted by the Board in December. That schedule provided for a \$2.75 hourly increase for all corporals; however Cpl. Lynn's pay was only adjusted by \$2.50. This was an error on my part and would respectfully request Board approval of this adjustment.

**4. Bill to Approve Riverbend Heights Plat 1.** This bill accepts a Final Plat of Riverbend Heights Subdivision Plat 1, a two-lot Minor Subdivision located at or about 2050 Highway N (Congress Street). The Planning and Zoning Commission conducted a public hearing on this proposal Jan. 14 and was unanimous in recommending approval. No public comment was heard at the meeting. The plat approval as drafted includes two conditions, recopied here as reference:

- A minimum 10-ft wide utilities easement shall be provided along all lot lines.
- Public Drinking Water Service shall be required as a condition of development of each subdivision lot.

This property previously had been proposed for an approximate 55-lot subdivision. That plan later was scuttled. The applicant stated at the P-Z hearing that the intent of this plat is to split off an approximate 6-acre parcel at the north of the property for development of one single-family residential structure. The balance of the property (app. 17 acres) is being reserved for future development.

This is a simple Minor Subdivision which is in conformance with the City's Land Subdivision regulations and staff would recommend approval, contingent upon the provision of easements as noted in the bill.

**5. Bill to Accept Voluntary Annexation, Vitale Farms.** This bill accepts the Voluntary Annexation of the approximate 255-acre Vitale Farms parcels, as discussed earlier in this report. This is a first reading only.

**6. Bill to Provide for the Appointment of a Chief of Police.** This bill was given a first reading at the Jan. 7 meeting and is scheduled for a second and final reading here. I have not heard any direct public comment on this bill since last meeting. However I have heard second-hand comments both for and against the proposal. My response has been that I believe this is an issue for the voters to decide. Assuming Board approval, we would intend to prepare a factsheet on this proposal to be included in the March, 2020 newsletter and to be distributed via other means.

**7. Bill to Amend City Engineer code provision.** This bill was given a first reading at the Jan. 7 meeting and is scheduled for a second and final reading here. I have not heard any public comment on this bill since last meeting.

**8. Bill to Provide for Boundary Adjustment (NB West property).** This bill was given a first reading at the Jan. 7 meeting and is scheduled for a second and final reading here. The City of Eureka meanwhile on Jan. 7 passed an ordinance effecting the Boundary Adjustment, and we are grateful for their cooperation. I have not heard any public comment on this bill since last meeting.

**9. Resolution Storm Water planning, HR Green.** This Resolution accepts a Professional Services Agreement with HR Green for Storm Water planning services. The agreement includes three basic tasks: A Preliminary Needs Assessment; Delineation and Mapping of Watersheds; Ordinance and Policy review / recommendations.

As the Board will recall, the Board earlier made a commitment to engage professional planning services for Storm Water needs, subject to voter approval last spring of the half-cent Parks and Storm Water sales tax. The City issued a RFQ for services last fall and received three responses. We interviewed two firms, Horner & Shifrin and HR Green, and recommended HR Green for this work based on their qualifications and past record of experience. HR Green of course previously did Flood Mitigation Planning work for the City of Pacific and has done Storm Water planning work for a variety of St. Louis area communities.

The total fee in this agreement is \$24,835, which is within the \$25,000 budget originally set for the project. The agreement also includes an allowance of \$10,000 in case the City needs further study or investigation of certain specific areas.

The Board should understand that this agreement does *not* represent a full-blown Storm Water Master Plan for the City. Such a plan we believe is needed but represents significant expense and time investment. Rather this agreement represents "Phase 1" of such a plan, and serves as a starting point for our Storm Water planning activities, which we expect to be ongoing and will develop further over time. This phase starts with a public input session, which would be open to the public at-large, but which we also expect will include invitations to specific property owners who have brought known storm water problems to our attention in the past. The scope then includes detailed investigation of three priority projects to be determined through the assessment process. The intent here is to identify the City's top priorities and put together conceptual design and cost estimates for each one. We would expect that other projects will be identified through the process, but want to focus on the top priorities in part as a way of setting budgets and timeframes for a larger capital improvement plan.

HR Green will have a representative at the meeting if the Board wishes to discuss the project in greater detail. In summary we feel HR Green is the best qualified for this project and we would be pleased to bring them "onto the team" as we move forward in this area, and would respectfully request Board approval of this agreement.

**10. Resolution Leasehold Bond transfer.** The City Clerk drafted this Resolution based on prior Resolutions brought to the Board on this topic. This expense and transfer was included in the FY 20 budget and we would respectfully request approval.

**11. Denton Road bridge engineering services contract negotiation.** We have made this an agenda item to discuss the negotiation with Juneau Associates for preliminary engineering and design services for the Denton Road bridge project. I will have a report and recommendation on this topic at the meeting.

**12. Engagement letter, Gilmore Bell, financial disclosures.** Gilmore Bell has forwarded the attached engagement letter for disclosure compliance services relating to two bond issues: The City Hall NID (Series 2011) bonds and the PMAC Leasehold Revenue Refunding bonds (Series 2012). The fee here is \$1,500 annually, or \$7,500 over a five-year term. While the agreement represents a five-year term, the City is free to terminate the agreement at any time with 30 days written notice. Gilmore Bell has

provided these services in the past and in our judgment has provided excellent service at a great value. We would respectfully request Board approval of this engagement letter.

**13. Director of Community Development hiring / Board update on projects.** Mr. Bryan Kopp is scheduled to start in his new position on Wednesday, Jan. 22, and we are looking very forward to having him here. We would expect him to immediately take over management of the Building Department and Code Enforcement activities, and work closely with me on Planning and Zoning duties. We also expect him to be closely involved with economic development activities and public works initiatives. Meanwhile the Board previously had asked for an update on City projects, initiatives and goals, and I would plan to present that hopefully by the Feb. 4 meeting. This update would include information on how various projects and tasks will be assigned. I really cannot overstate how important it is, in our view, to get much of the current staff workload under Mr. Kopp's supervision, so that I can work on areas that have been lagging.

**14. FY 2019 Financial Statements.** I had intended to make a report to the Board on our FY 19 Audited Financial report at this meeting. However we were unable to meet with the lead auditor prior to this meeting, and so would plan to provide a report at the Feb. 4 meeting. I would reiterate comments in the Jan. 7 Board report that the FY 19 report in total is quite positive, with the City's finances generally in very sound condition. The report does note certain areas for improvement, which we need to address.

**15. Information items:**

- **January 27 Parks Master Planning open house.** We notified the Board previously by email; a flyer is attached. We will do another round of invitations early the week of Jan. 20. We hope to have as much public input as possible. We anticipate doing some online surveys in addition to the Open House public forum; we will advise the Board of this once the surveys are ready. Meanwhile we have provided various information and data on our parks to the project consultants (Planning Design Studio) and have toured the parks and facilities.
- **Planning and Zoning Commission meeting Jan. 28.** At this point we do not expect to have a meeting on this date, as we have no business on the agenda. We would tentatively plan on meeting Feb. 11 to introduce Mr. Kopp to the Commission and review / discuss possible upcoming amendments to the Zoning Code and Land Subdivision regulations.
- **IT work.** ArchTech LLC in my opinion has done excellent and much-needed work in revamping our entire IT infrastructure; the Police and City Hall servers have now been upgraded, with the City Hall network architecture continuing to be refined. We are addressing system vulnerabilities as we go, which has had the effect of pushing back certain anticipated projects. However I am very satisfied with our progress and would reiterate again how critical this work has been.
- **Economic development activity.** We generally do not talk publicly about economic development prospects, but I would want the Board to know that we have had a flurry of activity recently from realtors and government agencies inquiring about land and building availability in Pacific. We have had recent discussions with several different St. Louis area commercial realtors on various projects, and have a meeting set in early February with Alliance St. Louis, an independent subsidiary of St. Louis Regional Chamber to discuss various prospects. As the Board understands, our location on the I-44 corridor, two rail lines (UP and BNSF), near proximity to St. Louis metro, and available workforce are all points in our favor. Our biggest

challenge is available land and buildings. We need to work on this more actively and should have the time to do so with the addition of the new Community Development Director.

- **Medical Marijuana update.** One location in Pacific, 1465 Hoelzer Ct, has been approved for a Medical Marijuana Infused Products manufacturing facility. However an application for a cultivation facility at the same location was denied. I have not discussed this with the applicant, SLCC, LLC, to determine what plans they may have for the property. The Missouri Department of Health and Senior Services is expected to announce its list of approved Medical Marijuana Dispensary facilities on Jan. 24. More info is available here:  
<https://health.mo.gov/safety/medical-marijuana/index.php>

As always, if you have questions or need further information please don't hesitate to contact me.

Respectfully submitted,

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

Steve Roth  
City Administrator

January 6, 2020

## Notice of Public Hearing

Pursuant to the provisions of Section 71.012, 71.014 and 72.401.9 RSMo., notice is hereby given that the Board of Aldermen of the City of Pacific, MO will conduct a Public Hearing on January 21 at the Pacific Government Center, 300 Hoven Drive, beginning at 7 p.m. or shortly thereafter, to hear comments on a verified petition for Voluntary Annexation for the following parcels of land located on or about property commonly known as 5875 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y620015), 5881 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y330019) 5893 Lost Hill Lane, Pacific, Missouri, (St. Louis County Locator No. 31Y340029) and 18800 Franklin Road, Pacific, Missouri, St. Louis County Locator No. 31X140020, and being further described, in part, as follows:

### **Parcel 1: 5875 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y620015)**

A tract of land being part of U.S. Survey 1987, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of U.S. Survey 1897, Township 43 North, Range 3 East, thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation, as recorded in the Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office, South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in Deed Book 12098 Page 2357 in the St. Louis County Recorder of Deeds Office, thence along the Northwest line of Lemons tract, North 62 degrees 19 minutes 34 seconds East, 2097.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees, 19 minutes 34 seconds East, 1500.00 feet to a point; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 to a point; thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.

### **Parcel 2: 5893 Lost Hill Lane, Pacific, Missouri, (St. Louis County Locator No. 31Y340029)**

A tract of land being part of U.S. Survey 3064 in Fractional section 8 and being part of Lots 1, 2, 3, 4, 5, 6, and 7 of Subdivision of Lot No. 4 of August Chouteau Subdivision of U.S. Survey 1897 all being in Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, State of Missouri being more particularly described as follows:

Beginning at a point in the East line of a tract of land now or formerly of Emil L. Wallach and wife, as recorded in Deed Book 2286 Page 353 in the St. Louis County Recorder of Deeds Office, and said point bearing South 29 degrees 39 minutes East 1982.19 feet along said East line from the Northeast corner of said tract; thence along said East line the following courses and distances: South 29 degrees 39 minutes East, 424.12 feet to a point; South 07 degrees 22 minutes West, 105.5 feet to a point; South 38 degrees 30 minutes West, 425.62 feet to a point, South 40 degrees 22 minutes West, 180.50 feet to a point South 35 degrees 08 minutes West, 335.20 feet to a point, South 51 degrees 43 minutes West, 107.90

feet to a point, South 48 degrees 53 minutes West, 307.80 feet to a point, South 34 degrees 03 minutes West, 209.80 to a point, South 27 degrees 33 minutes West, 282.10 feet to a point, South 33 minutes 58 minutes West, 341.40 feet to a point, South 33 degrees 58 minutes West, 93.00 feet to a point; South 03 degrees 56 minutes East, 190.00 feet to a point; South 40 degrees 03 minutes East, 590.00 feet to the point of intersection with the Meramec River; thence departing said East line and along the North line of the Meramec River in a Westernly direction and upstream for a distance of 2480 feet, more or less, to the point of intersection with the East line of U.S. Survey 1932; thence departing said North line of the Meramec River and along the East line of U.S. Survey 1932 and the East line of U.S. Survey 1946, North 29 degrees 15 minutes West 1491.06 feet to a point, said point bearing South 29 degrees 15 minutes East, 1584.75 feet from an old stone in the East line of U.S. Survey 1946, at the South corner of a tract of land now or formerly of Moreschell, as recorded in Deed Book 9 Page 524, in the St. Louis County Recorder of Deeds Office, thence North 61 degrees 21 minutes 39 seconds East, 597.67 feet to a point; thence South 28 degrees 38 minutes 22 seconds East, 300.00 feet to a point; thence 61 degrees 21 minutes 38 seconds East, 3000.00 feet to a point; thence North 28 degrees 38 minutes 22 seconds West, 300.00 feet to a point; thence North 61 degrees 21 minutes 38 seconds East, 805.00 feet to the Point of Beginning; AND LESS AND EXCEPTING THEREFROM the tract of land conveyed to Von Der Ahe Truck and Trailer Service, Inc. by Deed Book 6610 Page 155 in the Recorder of Deeds Office of St. Louis County, Missouri.

**Parcel 3: 5881 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y330019)**

A tract of land being part of U.S. Survey 1897, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of U.S. Survey 1897, Township 43 North, Range 3 East, thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation as recorded in Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office; South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in the Deed Book 12098 Page 2357, in the St. Louis County Recorder of Deeds Office; thence along the Northwest line of said Lemons tract, North 62 degrees 19 minutes, 34 seconds East, 597.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees 19 minutes 34 seconds East, 1500.00 feet to a point; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 feet to a point, thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.

**Parcel 4: 18800 Franklin Road, Pacific, Missouri, St. Louis County Locator No. 31X140020**

Parcel 1: A tract of land being part of U.S. Survey 3064 and Fractional Sections 8 and 9 and part of Lots 1, 5, and 6 of the Subdivision of Lot 4 of the August Chouteau Subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at and old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897, thence North 29 degrees 39 minutes West, 1548.14 feet to a point marking the true point of beginning of the tract herein described, thence North 29 degrees 39 minutes West, 4039.05 feet to a point in the Southern right-of-way line of the St. Louis and San Francisco Railroad by suit Numbered X1844, thence along said right-of-way South 30 degrees 03 minutes West, 425.62 feet to a point; thence South 40 degrees 22 minutes West, 100.50 feet to a point; thence South

35 degrees 03 minutes West, 335.20 feet to a point; thence South 51 degrees 43 minutes West, 187.90 feet to a point, thence South 40 degrees 53 minutes West, 307.80 feet to a point, thence South 34 degrees 03 minutes West, 299.80 feet to a point, thence South 27 degrees 33 minutes West, 282.10 feet to a point, thence South 33 degrees 52 minutes West, 434.30 feet to a point; thence South 03 degrees 56 minutes East, 190.00 feet to a point, thence South 40 degrees 03 minutes East, 442.02 to a point; thence North 60 degrees 14 minutes East, 2277.39 feet to a point of beginning, excepting therefrom that part conveyed to Margaret R. Duff by deed recorded in Book 7091, Page 633 of the St. Louis County Records.

Parcel 2: A tract of land being party of U.S. Survey 3064 and Fractional Sections 8 and 9 and parts of Lots 5, 6, and 7 of the Subdivision of Lot 4 of the August Chouteau subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at an old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897; thence South 60 degrees 14 minutes West, 1277 feet more or less, to a point on the bank of the Meramec River; thence along said river bank North 49 degrees 66 minutes West, 876.62 feet, more or less, to a point; thence North 79 degrees 30 minutes West, 904.39 feet, more or less, to a point; thence leaving said river bank North 40 degrees 03 minutes West, 147.96 feet, more or less, to a point, thence North 60 degrees 14 minutes East, 2277.39 feet to a point, thence South 29 degrees 39 minutes East, 1548.14 feet to the point of beginning.

Parcel 3: A parcel of land being part of a larger tract conveyed to Emil L. Wallach, et al, recorded in book 2286, Page 353 of the St. Louis County Records, and situated in, part of the Southeast quarter of the Northeast quarter of Fractional Section 8 and part of the Southeast quarter of the Northeast quarter of Fractional Section 9 and part of U.S. Survey 1897, and being part of Lot 1 of the Subdivision of Lot 4 of August Chouteau Subdivision, all in Township 43 North, Range 3 East, St. Louis County, Missouri, more particularly described as follows:

Beginning at an iron pin at the Northwest corner of a 60 foot wide strip of land described as parcel 1 of conveyance to Richard W. Gentry and Karen L. Gentry, his wife, and Mark Adolphus as recorded in Book 7274, Page 3437 of the St. Louis County Land Records, said pin also being in the Northwest corner of a 20-foot wide strip of land as described in Book 6610, Page 155 of the St. Louis County Records, said pin lying on the South right-of-way line of Burlington Northern railroad (formerly the St. Louis and San Francisco Railroad) also being the Southern right-of-way of Franklin Road; thence along said right-of-way line South 30 degrees 03 minutes West, 120.0 feet to an iron pin; thence leaving said right-of-way, South 32 degrees 56 minutes 44 seconds East, 1931.42 feet to an iron pin on the West line of said 20-foot wide strip, said pin being on the North line of a trust conveyed to Stephen F. Powell and his wife as recorded in Book 7400, Page 2465 of the St. Louis Country Land Records, said point also located 60 feet Southwest of the East line of the August Chouteau Subdivision; thence following West line of said 20-foot wide strip North 29 degrees 39 minutes West 1973.76 feet to the point of beginning.

Together with all improvements thereon known and numbered as: 18800 Franklin Road, Pacific, MO 63069.

The petitioner is requesting the above parcels be voluntarily annexed into the City of Pacific, pursuant to the provisions of Section 71.012, 71.014 and 72.401.9 RSMo. Citizens are invited to be heard on this petition at the specified date and time. Copies of the petition are available for public inspection at the Pacific Government Center, 300 Hoven Drive, Pacific, MO 63069.

# Vitale Farms annexation



Parcels subject to Voluntary Annexation petition

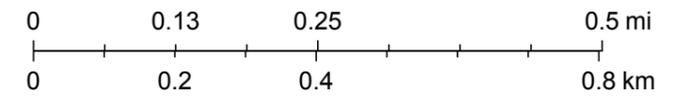
1/15/2020, 11:13:43 AM

Image

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

- Sales (Last 2 Years)
- Other Flood Areas (0.2% Annual Chance)
- Special Flood Hazard Areas (1% Annual Chance)

1:10,000



St. Louis County GIS Service Center

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 18 day of December, 2019.

Kathleen S. Vitale  
Owner

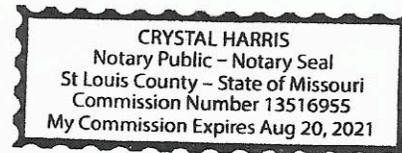
State of Missouri                    )  
  ) SS  
County of ~~Franklin~~ St. Louis )

On this 18 day December, 2019, before me appeared Kathleen G. Vitale, 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.

Crystal Harris  
Notary Public

My Commission Expires: August 20, 2021



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.
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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.



# Stewart Title Guaranty Company

## SCHEDULE A

File Number: 93736

NP

### EXHIBIT A

#### PARCEL 1:

A tract of land being part of U.S. Survey 1897, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of U. S. Survey 1897, Township 43 North, Range 3 East; thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation, as recorded in Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office, South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in Deed Book 12098 Page 2357 in the St. Louis County Recorder of Deeds Office; thence along the Northwest line of said Lemons tract, North 62 degrees 19 minutes 34 seconds East, 2097.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees 19 minutes 34 seconds East, 1500.00 feet to a point ; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 feet to a point; thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.

#### PARCEL 2:

A tract of land being part of U. S. Survey 3064 in Fractional Section 8 and being part of Lots 1, 2, 3, 4, 5, 6 and 7 of Subdivision of Lot No. 4 of August Chouteau Subdivision of U.S. Survey 1897 all being in Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, State of Missouri being more particularly described as follows:

Beginning at a point in the East line of a tract of land now or formerly of Emil L. Wallach and wife, as recorded in Deed Book 2286 Page 353 in the St. Louis County Recorder of Deeds Office, and said point bearing South 29 degrees 39 minutes East, 1982.19 feet along said East line from the Northeast corner of said tract; thence along said East line the following courses and distances: South 29 degrees 39 minutes East, 424.12 feet to a point; South 07 degrees 22 minutes West, 105.50 feet to a point; South 38 degrees 30 minutes West, 425.62 feet to a point; South 40 degrees 22 minutes West, 180.50 feet to a point South 35 degrees 08 minutes West, 335.20 feet to a point; South 51 degrees 43 minutes West, 107.90 feet to a point; South 48 degrees 53 minutes West, 307.80 feet to a point; South 34 degrees 03 minutes West, 209.80 feet to a point; South 27 degrees 33 minutes West, 282.10 feet to a point; South 33 degrees 58 minutes West, 341.40 feet to a point; South 33 degrees 58 minutes West, 93.00 feet to a point; South 03 degrees 56 minutes East, 190.00 feet to a point; South 40 degrees 03 minutes East, 590.00 feet to the point of intersection with the Meramec River; thence departing said East line and along the North line of the Meramec River in a Westerly direction and upstream for a distance of 2480 feet, more or less, to the point of intersection with the East line of U. S. Survey 1932; thence departing said North line of the Meramec River and along the East line of U. S. Survey 1932 and the East line of U. S. Survey 1946, North 29 degrees 15 minutes West 1491.06 feet to a point, said point bearing South 29 degrees 15 minutes East, 1584.75 feet from an old stone in the East line of U. S. Survey 1946, at the South corner of a tract of land now or formerly of Moreschell, as recorded in Deed Book 9 Page 524, in the St. Louis County Recorder of Deeds Office; thence North 61 degrees 21 minutes 38 seconds East, 597.67 feet to a point; thence South 28 degrees 38 minutes 22 seconds East, 300.00 feet to a point; thence North 61 degrees 21 minutes 38 seconds East, 3000.00 feet to a point; thence North 28 degrees 38 minutes 22 seconds West, 300.00 feet to a point; thence North 61 degrees 21 minutes 38 seconds East, 805.00 feet to the Point of Beginning; AND LESS AND EXCEPTING THEREFROM the tract of land conveyed to Von Der Ahe Truck and Trailer Service, Inc. by Deed Book 6610 Page 155 in the Recorder of Deeds Office of St. Louis County, Missouri.

Schedule A consists of 3 page(s)

## Stewart Title Guaranty Company

### SCHEDULE A

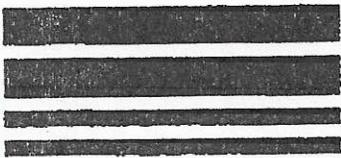
File Number: 93736

NP

**PARCEL 3:**

A tract of land being part of U. S. Survey 1897, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of U. S. Survey 1897, Township 43 North, Range 3 East; thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation as recorded in Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office; South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in Deed Book 12098 Page 2357, in the St. Louis County Recorder of Deeds Office; thence along the Northwest line of said Lemons tract, North 62 degrees 19 minutes 34 seconds East, 597.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees 19 minutes 34 seconds East, 1500.00 feet to a point; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 feet to a point; thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.



\* 2 0 1 8 0 6 0 7 0 0 4 6 1 \*

GERALD E. SMITH, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT  
WD

GRANTOR  
MID AMERICA RESORTS LLC

TO

GRANTEE  
VITALE FARMS LLC

PROPERTY DESCRIPTION:

AUGUST CHOUTEAU SUB LOT 4 LOT PTS 1 5 6

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI )  
SS.  
COUNTY OF ST. LOUIS )

Document Number  
00461

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 7 day of June 2018 at 02:55PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB  
Deputy Recorder



*Gerald E. Smith*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

Investors Title Company - Clayton  
219 S Central Ave  
St. Louis, MO 63105

Destination code: 4002

RECORDING FEE 30.00  
(Paid at the time of Recording)

**GENERAL WARRANTY DEED**  
(Limited Liability Company)

This Deed, Made and entered into this 4<sup>th</sup> Day of June, 2018 by and between

Mid America Resorts, LLC

whose address is: 8011 Clayton Rd Third Floor, Saint Louis, MO 63117, Missouri Limited Liability Company, organized and existing under the laws of the State of Missouri, party or parties of the first part as **Grantor(s)**, and

Vitale Farms, L.L.C.

Grantee's Mailing Address: 9606 Mill Hill Lane, Saint Louis, MO 63127, party or parties of the second part as **Grantee(s)**.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Louis County, State of Missouri, to-wit:

Parcel 1: A tract of land being part of U.S. Survey 3064 and Fractional Sections 8 and 9 and part of Lots 1, 5 and 6 of the Subdivision of Lot 4 of the August Chouteau Subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows: Commencing at an old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897; thence North 29 degrees 39 minutes West, 1548.14 feet to a point marking the true point of beginning of the tract herein described; thence North 29 degrees 39 minutes West, 4039.05 feet to a point in the Southern right-of-way line of the St. Louis and San Francisco Railroad by suit Numbered X1844; thence along said right-of-way South 30 degrees 03 minutes West, 64.85 feet to a point; thence South 29 degrees 39 minutes East, 2435.91 feet to a point; thence South 07 degrees 22 minutes West 72.27 feet to a point; thence South 38 degrees 30 minutes West, 425.62 feet to a point; thence South 40 degrees 22 minutes West, 100.50 feet to a point; thence South 35 degrees 03 minutes West, 335.20 feet to a point; thence South 51 degrees 43 minutes West, 187.90 feet to a point; thence South 40 degrees 53 minutes West, 307.80 feet to a point; thence South 34 degrees 03 minutes West, 299.80 feet to a point; thence South 27 degrees 33 minutes West, 282.10 feet to a point; thence South 33 degrees 52 minutes West, 434.30 feet to a point; thence South 03 degrees 56 minutes East, 190.00 feet to a point; thence South 40 degrees 03 minutes East, 442.02 feet to a point; thence North 60

degrees 14 minutes East, 2277.39 feet to a point of beginning, excepting therefrom that part conveyed to Margaret R. Duff by deed recorded in Book 7091, Page 633 of the St. Louis County Records.

Parcel 2: A tract of land being part of U.S. Survey 3064 and Fractional Sections 8 and 9 and part of Lots 5, 6 and 7 of the Subdivision of Lot 4 of the August Chouteau Subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows: Commencing at an old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897; thence South 60 degrees 14 minutes West, 1277 feet, more or less, to a point on the bank of the Meramec River; thence along said river bank North 49 degrees 66 minutes West, 876.62 feet, more or less, to a point; thence North 79 degrees 30 minutes West, 904.39 feet, more or less, to a point; thence leaving said river bank North 40 degrees 03 minutes West, 147.96 feet, more or less, to a point; thence North 60 degrees 14 minutes East, 2277.39 feet to a point; thence South 29 degrees 39 minutes East, 1548.14 feet to the point of beginning.

Parcel 3: A parcel of land being part of a larger tract conveyed to Emil L. Wallach, et al, as recorded in Book 2286, Page 353 of the St. Louis County Records, and situated in, part of the Southeast quarter of the Northeast quarter of Fractional Section 8 and part of the Southeast quarter of the Northeast quarter of Fractional Section 9 and part of U.S. Survey 1897, and being part of Lot 1 of the Subdivision of Lot 4 of August Chouteau Subdivision, all in Township 43 North, Range 3 East, St. Louis County, Missouri, more particularly described as follows: Beginning at an iron pin at the Northwest corner of a 60-foot wide strip of land described as part of Parcel 1 of conveyance to Richard W. Gentry and Karen L. Gentry, his wife, and Mark Adolphus as recorded in Book 7274, Page 3437 of the St. Louis County Land Records, said pin also being in the Northwest corner of a 20-foot wide strip of land as described in Book 6610, Page 155 of the St. Louis County Records, said pin lying on the South right-of-way line of Burlington Northern Railroad (formerly the St. Louis and San Francisco Railroad) also being the Southern right-of-way of Franklin Road; thence along said right-of-way line South 30 degrees 03 minutes West, 120.0 feet to an iron pin; thence leaving said right-of-way, South 32 degrees 56 minutes 44 seconds East, 1931.42 feet to an iron pin on the West line of said 20-foot wide strip, said pin being on the North line of a trust conveyed to Stephen F. Powell and wife as recorded in Book 7400, Page 2465 of the St. Louis County Land Records, said point also located 60 feet Southwest of the East line of the original August Chouteau Subdivision; thence following West line of said 20-foot wide strip North 29 degrees 39 minutes West 1973.76 feet to the point of beginning.

Together with all improvements thereon known and numbered as:  
18800 Franklin Road, Pacific, MO 63069

Subject to existing building lines, easements, conditions, restrictions, zoning regulations, etc., now of record, if any.

Locator No: 31X140020

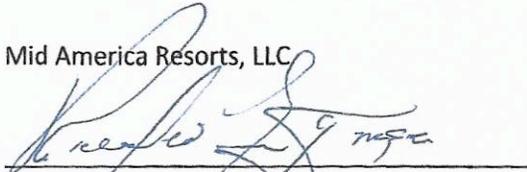
*To Have And To Hold* the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will *Warrant and Defend* the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however,

the general taxes for the calendar year 2018 and thereafter, and special taxes becoming a lien after the date of this deed.

*In Witness Whereof*, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Mid America Resorts, LLC

  
Richard W. Gentry, Manager

State of Missouri

} ss.

County of St. Louis

On this 4<sup>th</sup> Day of June, 20 18, before me personally appeared Richard C. Gentry, Manager

to me personally known, who, being by me duly sworn, did say that he/she/they, duly authorized agent(s) of Mid America Resorts, LLC, a Limited Liability Company of the State of Missouri, and that said instrument was signed and sealed in behalf of said Limited Liability Company, by the authority of its Members or Principals, and that the said Richard C. Gentry, Manager, acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

  
Notary Public

**THE BELOW BOX IS USED FOR NOTARY EXPIRATION AND NOTARY SEAL OR STAMP ONLY**

My commission expires:



NADIA STALLS  
My Commission Expires  
March 19, 2021  
St. Louis County  
Commission #13461523

2044 ROSE LANE  
PACIFIC, MO 63069

Date	Quote #
------	---------

07/15/19                      225

Phone #    636-257-3565                      SignExpertsSales@gmail.com  
Fax #        636-257-3566                      SIGNEPERTS.COM

Name / Address

CITY OF PACIFIC  
ATTN: BILL MCLAREN  
300 HOVEN DRIVE  
PACIFIC, MO 63069

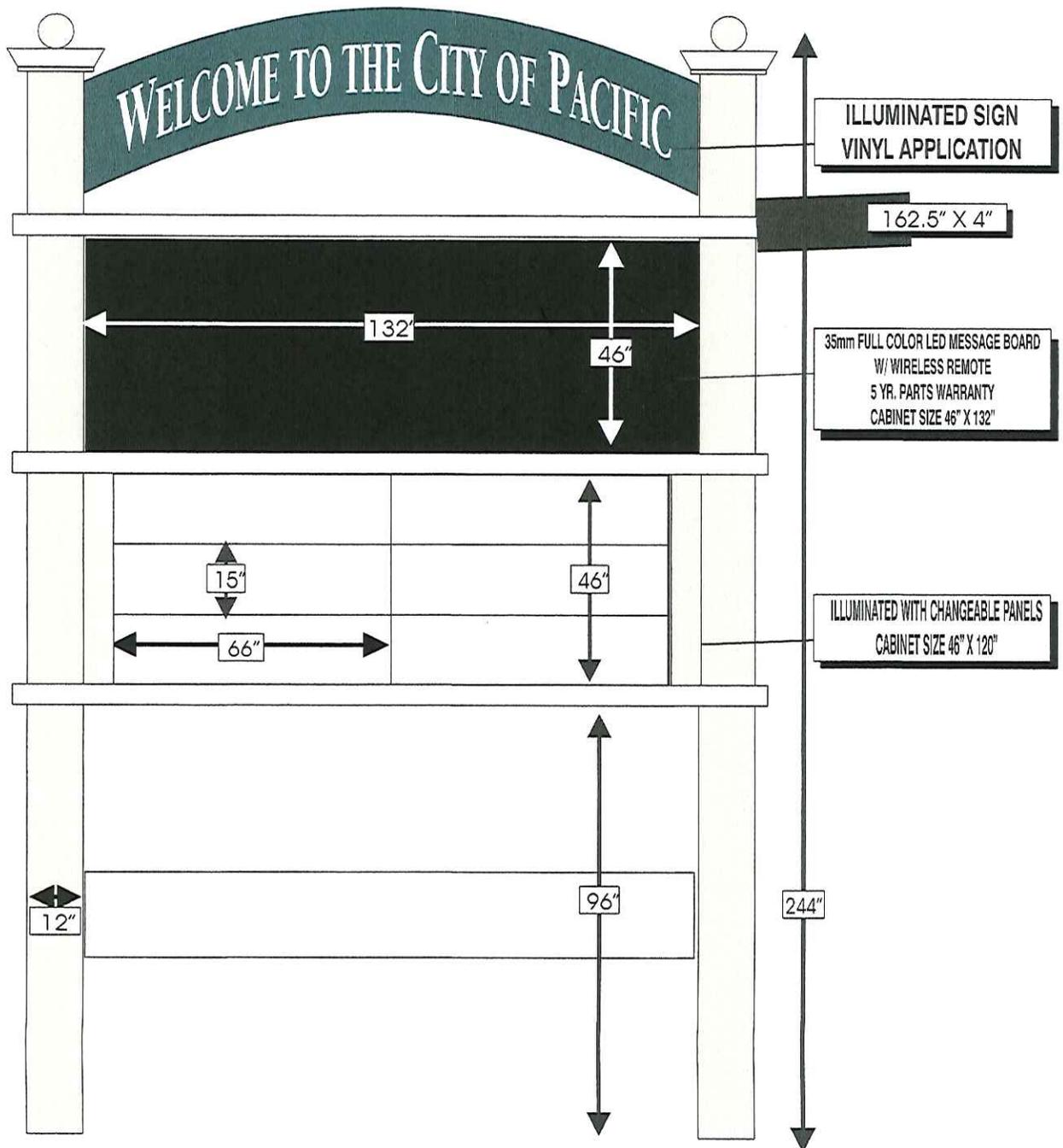
Description	Rate	Qty	Total
OUTDOOR LED ELECTRONIC MESSAGE CENTER (2 ONE-SIDED DISPLAYS) CABINET DIMENSIONS 7'10"H x 16.2"W x 0'11"D (APPROX.)	72,562.00		72,562.00
INSTALLATION	6,275.00		6,275.00
5 YEARS PARTS ONLY WARRANTY			

THIS QUOTE IS VALID FOR 30 DAYS.

<b>Subtotal</b>	\$78,837.00
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	\$78,837.00

89¢ per hour





42.1 sq. ft

WELCOME TO THE CITY OF PACIFIC

7' 10"

16' 2"



126.6 sq. ft

January 14, 2020\* RECORD OF PROCEEDINGS

CITY OF PACIFIC  
TOURISM COMMISSION  
300 HOVEN DR  
PACIFIC, MO. 63069

MEETING

The regular meeting was called to order at 3:30 p.m. by Chairman Presley and took place at the Government Center, 300 Hoven Drive, Pacific, MO 63069.

Present:

Jennifer Blakely	Dave Roemer
Ann Trent	Trudy Nickelson

Other City officials present: Administrator Roth, Mayor Myers, City Clerk Barfield.

**Public Participation**

Matt Johnson, Mountain Bike Promoter, stated he is a promoter of the sport. He puts on events all over, including Poplar Bluff, Council Bluffs and Eureka Springs. They are always looking for a town to expand their events to. Pacific could offer kayaking and mountain biking and run it into a whole weekend of events, if Pacific had mountain bike trails. The more trails there are the more events they can have. Eureka is having an event and they sold out in a month and their event is in March. He usually has 8 events a year. There is also an event in Wentzville, Glenco and Cape Girardeau. Mayor Myers stated the City hired Planning Design Studios to do an evaluation of what we need. Sports and Recreation is one way to bring things to Pacific. All their events are family orientated.

Dave Schultz, stated he belongs to a 21-year-old entity that built the cross-country trail in the St. Louis area, built all with volunteers. This is what we need here. The trials are multi-trials and bring people into the town. They work with communities to build a complete picture that compliments each other. Volunteers come to meetings and help guide the process. Pinkbike is the # 1 traffic website for outside sports. St. Charles, they put on the largest pump track in the nation, but this is only one piece of the puzzle. He helps the City write bids and puts the whole thing together. The cost is anywhere from \$ 6.00 to \$ 10.00 a foot for the most challenging pieces. Rough terrain is easier to build. In Eureka everything is on a hillside, so their total project is \$ 100,000.

Adam, Mountain Bike Shed, stated he opened in April 2018 and has done over a half of million in sales so far. Pump tracks and off chutes along trails are cheap. There is 7 ½ acres they are using at the Timbers in Eureka to build this. These events are good for the campgrounds, the hotels, the Air BnB's etc. Mountain bikers are passionate. The Gateway Outdoor Expo is March 28<sup>th</sup>, and there is a lot of exposure here. He encouraged the City to get involved.

Paul, Sign Experts, stated he was requested to submit a cost on what it would be to enlarge the electronic sign. The total cost is \$ 78,837.00 the area under the sign would be removed and utilized. The sign would come out further than the posts. The resolution will be 40% better, it does not require eye to eye contact, it can be programmed from a cell phone. Discussion followed regarding the budget, with further discussion about it working with BigFoot.

Administrator Roth stated that DG2 Design needs 8' clearance, and Paul said it will be tight, because this comes in at 7 ½ feet. There was discussion of the old sign and where it could be utilized at. Motion made by Director Trent, seconded by Director Nickelson to move forward with a recommendation to the Board of Aldermen to purchase the larger sign. A voice vote was taken with an affirmative result.

### **Minutes**

- a. Minutes from December 17, 2019

Motion made by Director Nickelson, seconded by Director Trent to approve the minutes from December 17, 2019. A voice vote was taken with an affirmative result, and the motion was carried.

### **Old Business**

- a. Update on BigFoot

Administrator Roth stated DG2 is getting bid items together. He believes we could be opening bids by the end of February. Director Trent stated they are working on the body of the truck.

### **New Business**

Mayor Myers stated HGTV is looking for a town to visit. Discussion followed. The application deadline is February 7, 2020. He stated he was forwarding the message to other committee's and the Partnership.

### **Next Meeting**

The next meeting is February 27, 2020.

### **Adjournment**

Motion was made by Director Nickelson, seconded by Director Roemer to adjourn. A voice vote was taken with an affirmative result and the motion was approved. The meeting adjourned at 4:15 p.m.

**BILL NO. 4085**  
**SPONSOR: \_\_\_\_\_**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2019-20 BUDGET AND WAGE AND SALARY SCHEDULE FOR APPOINTED OFFICIALS AND EMPLOYEES OF THE CITY OF PACIFIC**

WHEREAS, the Board of Aldermen has determined that it is appropriate to amend the Wage and Salary Schedule in the Fiscal Year 2019-20 budget;

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

**SECTION ONE.**

The Board of Aldermen hereby amends the Wage and Salary Schedule in the Fiscal Year 2019-20 budget, as adopted and amended, a copy of which said Wage and Salary Schedule is marked as "Exhibit A" and attached hereto, and made part of hereof by reference. The Wage and Salary amendments as adopted herein shall become effective with the pay period beginning February 3, 2020.

**SECTION TWO.**

This Ordinance shall be in full force and effect both from and after its date of passage by the Board of Aldermen and approval by the Mayor. Any ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

**ATTEST:**

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

EXHIBIT A

<b>Police</b>				
Assistant Chief	Locke	27.80	29.62	\$ 61,610
Corporal	Lynn	24.95	25.20	\$ 52,416

**BILL NO. 4086**

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

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

**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 FRANKLIN COUNTY PARCEL ID# 19-6-14.0-0-099-034.000 IN THE CITY OF PACIFIC**

**WHEREAS**, Boo Investments LLC has submitted for review and approval a Final Plat of the Riverbend Heights Subdivision Plat 1, a Minor Subdivision with no proposed public improvements; and,

**WHEREAS**, following a duly advertised Public Hearing, the Planning & Zoning Commission has reviewed the same and has recommended approval thereof; and,

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

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

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

**Section 1.** The Final Plat for the Riverbend Heights Subdivision Plat 1, which is made part hereof and attached hereto as “Exhibit A”, is hereby approved, subject to the following:

- a. A minimum 10-ft wide utilities easement shall be provided along all lot lines.
- b. Public Drinking Water Service shall be required as a condition of development of each subdivision lot.

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

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

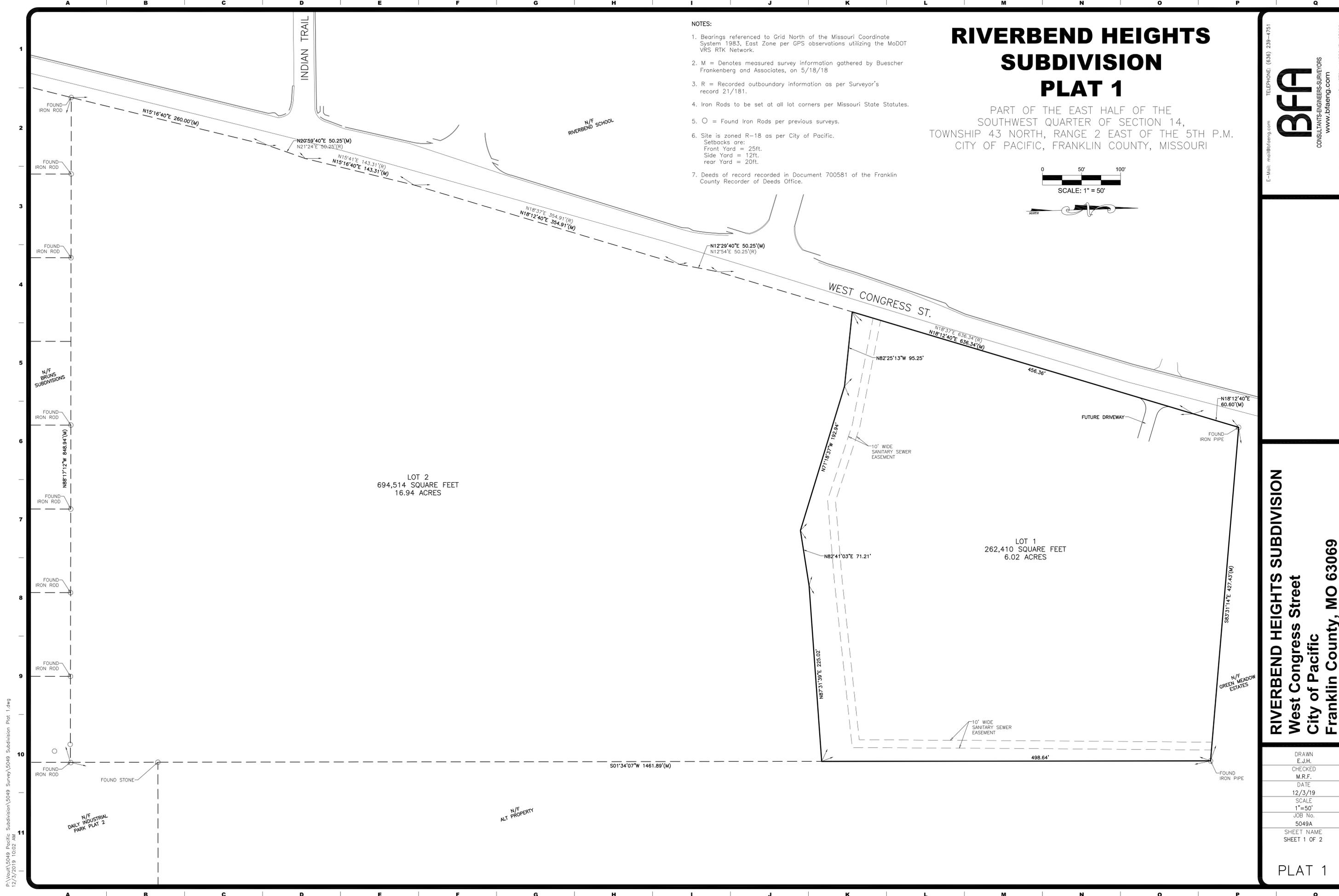
**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_

*Steve Myers, MAYOR*

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

ATTEST:

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



- NOTES:
1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
  2. M = Denotes measured survey information gathered by Buescher Frankenberg and Associates, on 5/18/18
  3. R = Recorded outboundary information as per Surveyor's record 21/181.
  4. Iron Rods to be set at all lot corners per Missouri State Statutes.
  5. O = Found Iron Rods per previous surveys.
  6. Site is zoned R-18 as per City of Pacific.  
Setbacks are:  
Front Yard = 25ft.  
Side Yard = 12ft.  
rear Yard = 20ft.
  7. Deeds of record recorded in Document 700581 of the Franklin County Recorder of Deeds Office.

# RIVERBEND HEIGHTS SUBDIVISION PLAT 1

PART OF THE EAST HALF OF THE  
SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE 5TH P.M.  
CITY OF PACIFIC, FRANKLIN COUNTY, MISSOURI



F:\Vault\5049 Pacific Subdivision\5049 Survey\5049 Subdivision Plat 1.dwg  
12/3/2019 10:02 AM

TELEPHONE: (636) 239-4751  
E-Mail: [mcb@bfaeng.com](mailto:mcb@bfaeng.com)  
**BFA**  
CONSULTANTS-ENGINEERS-SURVEYORS  
[www.bfaeng.com](http://www.bfaeng.com)  
WASHINGTON, MISSOURI 63090  
103 ELM STREET

**RIVERBEND HEIGHTS SUBDIVISION**  
**West Congress Street**  
**City of Pacific**  
**Franklin County, MO 63069**

DRAWN	E.J.H.
CHECKED	M.R.F.
DATE	12/3/19
SCALE	1"=50'
JOB No.	5049A
SHEET NAME	SHEET 1 OF 2

**PLAT 1**

BILL NO. \_\_\_\_\_

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

**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; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION, AND REPEALING CONFLICTING ORDINANCES.**

**WHEREAS**, a verified petition requesting annexation into the City of Pacific and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the City pursuant to the provisions of Sections 71.012, 71.014 and 72.401.9 of the Revised Statutes of Missouri; and

**WHEREAS**, the real estate hereinafter described and described in the petition aforesaid is contiguous and compact to the existing corporate limits of the City of Pacific and is located in unincorporated St. Louis County, Missouri; and

**WHEREAS**, a public hearing was held by the Board of Aldermen on January 21, 2020 after due notice as required by law, at which any interested person was afforded the opportunity to present evidence regarding the proposed annexation, and no written objection to the proposed annexation was filed with the Board of Aldermen within fourteen days after the public hearing;

**WHEREAS**, the Board of Aldermen hereby finds and determines that the proposed annexation is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; annexation of such real estate pursuant to such petition and the Laws of Missouri and the terms set forth and referenced hereinafter is in the best interests of the City and the current and future owners of such real estate, and that all things required by law to accomplish such annexation have been done; and

**WHEREAS**, The City provides water and sanitary sewer services within its corporate limits;

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

**Section 1.**

Pursuant to the provisions of Sections 71.012, 71.014 and 72.401.9 of the Revised Statutes of Missouri, the real estate described below and owned by Kathleen G. Vitale, Joseph C. Vitale and Vitale Farms, LLC is hereby annexed into the City of Pacific, Missouri, and the city limits of the said City are hereby extended to include such real

estate, to wit:

**Parcel 1: 5875 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y620015)**

A tract of land being part of U.S. Survey 1987, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of U.S. Survey 1897, Township 43 North, Range 3 East, thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation, as recorded in the Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office, South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in Deed Book 12098 Page 2357 in the St. Louis County Recorder of Deeds Office, thence along the Northwest line of Lemons tract, North 62 degrees 19 minutes 34 seconds East, 2097.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees, 19 minutes 34 seconds East, 1500.00 feet to a point; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 to a point; thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.

**Parcel 2: 5893 Lost Hill Lane, Pacific, Missouri, (St. Louis County Locator No. 31Y340029)**

A tract of land being part of U.S. Survey 3064 in Fractional section 8 and being part of Lots 1, 2, 3, 4, 5, 6, and 7 of Subdivision of Lot No. 4 of August Chouteau Subdivision of U.S. Survey 1897 all being in Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, State of Missouri being more particularly described as follows:

Beginning at a point in the East line of a tract of land now or formerly of Emil L. Wallach and wife, as recorded in Deed Book 2286 Page 353 in the St. Louis County Recorder of Deeds Office, and said point bearing South 29 degrees 39 minutes East 1982.19 feet along said East line from the Northeast corner of said tract; thence along said East line the following courses and distances: South 29 degrees 39 minutes East, 424.12 feet to a point; South 07 degrees 22 minutes West, 105.5 feet to a point; South 38 degrees 30 minutes West, 425.62 feet to a point, South 40 degrees 22 minutes West, 180.50 feet to a point South 35 degrees 08 minutes West, 335.20 feet to a point, South 51 degrees 43 minutes West, 107.90 feet to a point, South 48 degrees 53 minutes West, 307.80 feet to a point, South 34 degrees 03 minutes West, 209.80 to a point, South 27 degrees 33 minutes West, 282.10 feet to a point, South 33 minutes 58 minutes West, 341.40 feet to a point, South 33 degrees 58 minutes West, 93.00 feet to a point; South 03 degrees 56 minutes East, 190.00 feet to a point; South 40 degrees 03 minutes East, 590.00 feet to the point of intersection with the Meramec River; thence departing said East line and along the North

line of the Meramec River in a Westernly direction and upstream for a distance of 2480 feet, more or less, to the point of intersection with the East line of U.S. Survey 1932; thence departing said North line of the Meramec River and along the East line of U.S. Survey 1932 and the East line of U.S. Survey 1946, North 29 degrees 15 minutes West 1491.06 feet to a point, said point bearing South 29 degrees 15 minutes East, 1584.75 feet from an old stone in the East line of U.S. Survey 1946, at the South corner of a tract of land now or formerly of Moreschell, as recorded in Deed Book 9 Page 524, in the St. Louis County Recorder of Deeds Office, thence North 61 degrees 21 minutes 39 seconds East, 597.67 feet to a point; thence South 28 degrees 38 minutes 22 seconds East, 300.00 feet to a point; thence 61 degrees 21 minutes 38 seconds East, 3000.00 feet to a point; thence North 28 degrees 38 minutes 22 seconds West, 300.00 feet to a point; thence North 61 degrees 21 minutes 38 seconds East, 805.00 feet to the Point of Beginning; AND LESS AND EXCEPTING THEREFROM the tract of land conveyed to Von Der Ahe Truck and Trailer Service, Inc. by Deed Book 6610 Page 155 in the Recorder of Deeds Office of St. Louis County, Missouri.

**Parcel 3: 5881 Lost Hill Lane Pacific, Missouri, (St. Louis County Locator No: 31Y330019)**

A tract of land being part of U.S. Survey 1897, Township 43 North, Range 3 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of U.S. Survey 1897, Township 43 North, Range 3 East, thence with the Northeast line of a tract of land now or formerly of the Missouri Department of Conservation as recorded in Deed Book 7041 Page 657 in the St. Louis County Recorder of Deeds Office; South 28 degrees 17 minutes 04 seconds East, 621.43 feet to a point being the most Western corner of a tract of land now or formerly of Jarrell and Sally Lemons, as recorded in the Deed Book 12098 Page 2357, in the St. Louis County Recorder of Deeds Office; thence along the Northwest line of said Lemons tract, North 62 degrees 19 minutes, 34 seconds East, 597.67 feet to the Point of Beginning of the tract herein described; thence continuing along said Northwest line, North 62 degrees 19 minutes 34 seconds East, 1500.00 feet to a point; thence departing said Northwest line, South 27 degrees 40 minutes 26 seconds East, 300.00 feet to a point; thence South 62 degrees 19 minutes 34 seconds West, 1500.00 feet to a point, thence North 27 degrees 40 minutes 26 seconds West, 300.00 feet to the Point of Beginning.

**Parcel 4: 18800 Franklin Road, Pacific, Missouri, St. Louis County Locator No. 31X140020**

Parcel 1: A tract of land being part of U.S. Survey 3064 and Fractional Sections 8 and 9 and part of Lots 1, 5, and 6 of the Subdivision of Lot 4 of the August Chouteau Subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at and old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897, thence North 29 degrees 39 minutes West, 1548.14 feet to a point marking the true point of beginning of the tract herein described, thence North 29 degrees 39 minutes West, 4039.05 feet to a point in the Southern right-of-way line of the St. Louis and San Francisco Railroad by suit Numbered X1844, thence along said right-of-way South 30 degrees 03 minutes West, 425.62 feet to a point; thence South 40 degrees 22 minutes West, 100.50 feet to a point; thence South 35 degrees 03 minutes West, 335.20 feet to a point; thence South 51 degrees 43 minutes West, 187.90 feet to a point, thence South 40 degrees 53 minutes West, 307.80 feet to a point, thence South 34 degrees 03 minutes West, 299.80 feet to a point, thence South 27 degrees 33 minutes West, 282.10 feet to a point, thence South 33 degrees 52 minutes West, 434.30 feet to a point; thence South 03 degrees 56 minutes East, 190.00 feet to a point, thence South 40 degrees 03 minutes East, 442.02 to a point; thence North 60 degrees 14 minutes East, 2277.39 feet to a point of beginning, excepting therefrom that part conveyed to Margaret R. Duff by deed recorded in Book 7091, Page 633 of the St. Louis County Records.

Parcel 2: A tract of land being party of U.S. Survey 3064 and Fractional Sections 8 and 9 and parts of Lots 5, 6, and 7 of the Subdivision of Lot 4 of the August Chouteau subdivision of U.S. Survey 1897, Township 43 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at an old iron rod (record) at the Southeast corner of Lot 4 of August Chouteau Subdivision of U.S. Survey 1897; thence South 60 degrees 14 minutes West, 1277 feet more or less, to a point on the bank of the Meramec River; thence along said river bank North 49 degrees 66 minutes West, 876.62 feet, more or less, to a point; thence North 79 degrees 30 minutes West, 904.39 feet, more or less, to a point; thence leaving said river bank North 40 degrees 03 minutes West, 147.96 feet, more or less, to a point, thence North 60 degrees 14 minutes East, 2277.39 feet to a point, thence South 29 degrees 39 minutes East, 1548.14 feet to the point of beginning.

Parcel 3: A parcel of land being part of a larger tract conveyed to Emil L. Wallach, et al, recorded in book 2286, Page 353 of the St. Louis County Records, and situated in, part of the Southeast quarter of the Northeast quarter of Fractional Section 8 and part of the Southeast quarter of the Northeast quarter of Fractional Section 9 and part of U.S. Survey 1897, and being part of Lot 1 of the Subdivision of Lot 4 of August Chouteau Subdivision, all in Township 43 North, Range 3 East, St. Louis County, Missouri, more particularly described as follows:

Beginning at an iron pin at the Northwest corner of a 60 foot wide strip of land described as parcel 1 of conveyance to Richard W. Gentry and Karen L. Gentry, his wife, and Mark Adolphus as recorded in Book 7274, Page 3437 of the St. Louis County Land Records, said pin also being in the Northwest corner of a 20-foot wide strip of land as described in Book 6610, Page 155 of the St. Louis County Records, said pin lying on the South right-of-way line of Burlington Northern railroad (formerly the St. Louis and San Francisco Railroad) also being the Southern right-of-way of Franklin Road; thence along said right-

of-way line South 30 degrees 03 minutes West, 120.0 feet to an iron pin; thence leaving said right-of-way, South 32 degrees 56 minutes 44 seconds East, 1931.42 feet to an iron pin on the West line of said 20-foot wide strip, said pin being on the North line of a trust conveyed to Stephen F. Powell and his wife as recorded in Book 7400, Page 2465 of the St. Louis Country Land Records, said point also located 60 feet Southwest of the East line of the August Chouteau Subdivision; thence following West line of said 20-foot wide strip North 29 degrees 39 minutes West 1973.76 feet to the point of beginning.

Together with all improvements thereon known and numbered as: 18800 Franklin Road, Pacific, MO 63069.

**Section 2.**

The Mayor of the City of Pacific and other appropriate city officials are hereby authorized and instructed to execute the aforesaid Annexation Agreement on behalf of the City, and to take any and all other steps necessary to carrying out its purpose.

**Section 3.**

The City Clerk is hereby authorized and instructed to cause a certified copy of this Ordinance to be filed with the appropriate officials of St. Louis County, Missouri, including three certified copies of the to be filed with the St. Louis County Assessor and St. Louis County Clerk and one certified copy to be filed with the St. Louis County Board of Election Commissioners, and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

**Section 4.**

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

**Section 5.**

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. 4082**

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

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

**AN ORDINANCE PROVIDING FOR THE APPOINTMENT OF A CHIEF OF POLICE.**

**WHEREAS**, the City of Pacific currently requires a marshal, elected by the voters, to perform law enforcement duties in the City of Pacific; and

**WHEREAS**, RSMo. Section 79.050 permits the City of Pacific to appoint a Chief of Police, who shall perform all duties required of the marshal by law after the approval of a majority of the voters at an election at which the issue is submitted.

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

**Section 1.** An election is hereby ordered to be held in the City of Pacific on Tuesday, April 7, 2020 on the following proposition:

**PROPOSITION C**

Shall the City of Pacific, Missouri be permitted to appoint a chief of police, who shall perform all duties required of the marshal by law after April 5, 2022, or such earlier time as the currently elected marshal may resign or otherwise vacate the office?

- Yes
- No

**Section 2.** The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of St. Louis County and the County Clerk of Franklin County, Missouri, of the adoption of this Ordinance no later than 5:00 p.m. on January 28, 2020, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

**Section 3.** This Ordinance shall be in full force and effect upon its passage by the Board of Aldermen and approval by the Mayor.

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

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

**ATTEST:**

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

BILL NO. 4083

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

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

**AN ORDINANCE ESTABLISHING THE POSITION OF CITY ENGINEER AND PROVIDING FOR THE QUALIFICATIONS AND DUTIES THEREOF.**

**WHEREAS**, the Board of Aldermen has determined to amend the provisions for establishment of the position of City Engineer and to provide for the qualifications and duties thereof.

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

**Section 1.** Chapter 115, Article XIV of the Code of Ordinances of the City of Pacific shall be amended as follows:

Article XIV City Engineer

1. Establishment. The position of City Engineer is hereby established, but may be combined with other appointed positions such as Director of Community Development, City Traffic Engineer or Public Works Commissioner. The City Engineer shall be appointed by the Mayor with the consent and approval of a majority of the members elected to the Board of Aldermen. The Mayor and Board of Aldermen may contract for engineering services in lieu of appointing a City Engineer.
2. Qualifications. The person appointed to the office of City Engineer shall possess a degree in civil engineering, public administration, construction management or business, and/or shall possess at least three years' professional experience, preferably in a municipal government capacity.
3. Oath / Term / Removal. The person appointed to the office of City Engineer shall take the prescribed oath required of City Officers. The City Engineer shall hold office for a term to run concurrently with the Mayor by whom he/she was appointed and until his/her successor shall have been appointed and qualified. The City Engineer may be removed from office subject to provisions of Municipal Code or as otherwise provided by law.
4. Compensation. The City Engineer shall receive such compensation as the Board of Aldermen shall fix from time to time by ordinance or resolution.
5. Duties. The City Engineer, under the supervision of the City Administrator, shall have those duties as may be prescribed from time to time by the Mayor, City Administrator or Board of Aldermen. Duties may include, though not necessarily be limited to, the following: Supervising and directing the activities of the Public Works, Planning, Building and Code Enforcement departments of the City. The City Engineer may, in the event of a vacancy or absence in the office of Public Works Commissioner, Planning Director or Building Commissioner, fulfill such duties and responsibilities of each office until such time as such office or position is filled.

**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. 4084**

**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 Last Minute Development Company at a location numbered 18675 U.S. Highway 66 (St. Louis County Locator Number 30X410025) 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 parcel of land in U.S. Survey 148 within U.S. Survey 3064 and Fractional Section 4, Township 43 North, Range 3 East and described as follows: Beginning at an iron stake in the Northwest line of Highway 66, 165 feet Southwest from the most Southern corner of property as conveyed to Chester L. Stifford and wife, by deed recorded in Book 2173 page 521; thence North 52 degrees 14 minutes 40 seconds West, 839.52 feet to a point; thence South 37 degrees 38 minutes West 625.68 feet to a point; thence South 52 degrees 14 minutes 40 seconds East,

824.52 feet to a point on the Northwest line of Old Highway 66; thence along said Highway North 37 degrees 38 minutes East, 185.33 feet; North 52 degrees 22 minutes West 25 feet; North 37 degrees 38 minutes East, 325 feet; South 54 degrees 22 minutes East, 40 feet and North 37 degrees 38 minutes East, 118.32 feet to the point of beginning

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

**RESOLUTION NO. 2020-02**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH HR GREEN INC. FOR PROFESSIONAL SERVICES FOR STORM WATER PLANNING AND PRELIMINARY DESIGN WORK**

**WHEREAS,** the FY 2020 budget provides for certain expenditures relating to professional services for storm water planning work for the City of Pacific

**WHEREAS,** the City has requested qualifications from qualified firms interested in providing the aforementioned services and, upon reviewing the qualifications and conducting interviews with certain firms, has selected the firm deemed to have the best qualifications to perform the services as requested;

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

**SECTION 1.** The Mayor is hereby authorized and directed, on behalf of the City of Pacific, to execute an agreement with HR Green Inc. for professional services relating to storm . The Agreement is attached hereto as Exhibit A and made fully a part hereof. This authorization is conditioned upon review and approval of the agreement as to form by the City Attorney.

**Adopted by the Board of Aldermen and approved by the Mayor on this 21<sup>st</sup> day of January, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

---

**City Clerk**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Stormwater Needs Assessment and Capital Planning Assistance**

Steve Roth, City Administrator  
City of Pacific  
300 Hoven Drive  
Pacific, Missouri 63069  
636.271.0500

Josiah Holst, PE, CFM, Project Manager  
HR Green, Inc.  
16020 Swingley Ridge Road, Suite 205  
Chesterfield, MO 63017  
Project Number 191645

January 16, 2020

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THIS **AGREEMENT** is between City of Pacific (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

Recently, the City of Pacific has established sales tax funding for stormwater and park improvements. Stormwater planning will help City officials allocate funding appropriately among the most significant stormwater problem areas within the City.

The Stormwater Needs Assessment and Capital Planning Assistance provided under this contract will not constitute a comprehensive Stormwater Master Plan for the City of Pacific. The deliverable product of this contract will be a Technical Memorandum that summarizes investigative methods and results and is important as an input to Capital Improvement Planning over a five-year horizon. If the City desires, a more comprehensive, longer-term Stormwater Master Plan can be developed at a later date under a separate contract or amendment to this agreement. Meanwhile, the Technical Memorandum will serve as an essential first phase in addressing stormwater issues within Pacific, and in prioritizing the expenditure of available stormwater funds.

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

### **Task 1 – Needs Assessment**

#### **1. Workshop Meeting**

- COMPANY will facilitate and attend a Workshop Meeting with the CLIENT to discuss known stormwater problem sites (SITES), ordinances, and policies that are the subjects of these services. Further, during the meeting, the CLIENT will transfer to the COMPANY reports and records germane to SITES and stormwater-related ordinances and policies. This scope of services includes up to three SITES for analysis. The SITES will be identified by the CLIENT.
- COMPANY will present two or three sample stormwater program benefit point systems, similar to ones already in use by other communities or agencies in the region, such as Town & Country, Ladue, or MSD. During the meeting, adjustments to the preferred benefit point system will be made to fit conditions unique to Pacific.
- COMPANY will prepare meeting minutes summarizing the discussions and conclusions reached. One electronic copy of the meeting minutes will be distributed to each attendee.

#### **2. Data Collection and Review**

CLIENT will transfer available information and data to COMPANY, including, but not limited to the following:

- Elevations of high water from CLIENT record floods;
- FEMA floodplain/floodway mapping and modeling – both current and proposed;
- Aerial photography and topographic maps;
- As-built information of germane structures in the planning areas;

- Storm sewer system mapping;
  - Utility information in the planning areas;
  - Parcel ownership and key property owner contact information in the planning areas;
  - Identification of existing flood control structures, critical infrastructure elements, critical transportation corridors, and critical public and private facilities.
  - Past or planned stormwater related studies and projects.
3. Public Open House Meeting  
With CLIENT personnel, COMPANY will attend and participate in one open house meeting at City Hall.
- The CLIENT will schedule the date and time for each meeting.
  - Prior to the meeting, COMPANY will prepare poster board exhibits of the City of Pacific, including roads, parcels, corporate boundary, and watershed limits.
  - Prior to the meeting, the CLIENT will make a notification/invitation to residents, institutions, and businesses regarding the purpose of the open house meeting.
  - COMPANY will collect, reduce, and assimilate the stormwater data received.
4. Data Reduction
- COMPANY will compile stormwater data from the CLIENT and public into a problem point list, classified and arranged in logical groupings and mapped using ArcGIS.
  - COMPANY will submit problem list and mapping to the CLIENT.
  - CLIENT will prioritize which three SITES for COMPANY to evaluate and visit under subsequent tasks.
5. In-office Evaluation  
COMPANY will complete in-office evaluation of three SITES based on CLIENT records, publicly available aerial photographs, and LiDAR data.
6. Site Reconnaissance  
COMPANY will visit three SITES to review existing conditions, complete an assessment of the reported problems and identify possible causes and screen the SITES for potential mitigation projects, including constraints and opportunities.
7. Development of mitigation concepts. For up to three SITES, the following scope of services will be completed:
- Delineation of watershed areas using LiDAR data
  - COMPANY will estimate watershed hydrology utilizing drainage area size, predominant land use and time of concentration for existing and future land use conditions; and estimate flowrate for primary discharge points.
  - COMPANY will prepare conceptual conveyance or storage facility alignment maps and appurtenant schematics as appropriate to assist in defining the scopes of work. Limited hydraulic modeling will be completed, only as necessary to approximately size proposed stormwater improvements. Detailed modeling and alternatives analysis will not be completed under this scope of work.
  - Based on publicly available Geographic Information System (GIS) property data from Franklin County or St. Louis County, COMPANY will identify property access rights that will be necessary to construct the proposed improvements.

- COMPANY will develop an opinion of probable cost (OPC) for each identified project, using local unit pricing from the Metropolitan St. Louis Sewer District.
- COMPANY will identify benefit points for affected properties of each identified project and calculate each project's benefit/cost ratio, using the selected sample system.
- COMPANY will provide a project summary sheet for each identified project.
- COMPANY will attend a meeting with the CLIENT to review a draft report of the mitigation projects, benefit/cost ratios, and priority rankings and recommendations.
- COMPANY will prepare meeting minutes summarizing the discussions and conclusions reached. One copy of the meeting minutes will be distributed to each attendee.
- The COMPANY will make agreed upon adjustments to the report.

### **Task 2 – Delineation and Mapping of Watersheds**

With LiDAR data, the COMPANY will delineate major watersheds in Pacific and estimate runoff to major points for the design storm and the 100-year storm. The COMPANY will use the watershed data as appropriate in the evaluation of the three SITES. The watershed data will be included in the project report.

### **Task 3 – Evaluate Current Stormwater Control Ordinances and Policies**

The COMPANY will evaluate current CLIENT stormwater-related ordinances, codes, and policies to determine whether they are consistent and effective with current CLIENT goals and good practices. The COMPANY will prepare a memorandum summarizing recommendations related to updating ordinances, standards, and policies. This work does not include the development of such ordinances, standards, or policies; rather, it will identify the type and general extent of such ordinances, standards, or policies that may be developed in a subsequent phase.

### **3.0 Deliverables and Schedules Included in this Agreement**

COMPANY will deliver a **Stormwater Needs Assessment and Capital Planning Assistance Technical Memorandum** containing the following major sections:

- **Priority Projects:** This section will include a ranked project list of up to three projects for implementation within a 5-year capital improvement planning period. For each project, the Technical Memorandum will include a project summary sheet, breakdowns of costs and benefit points, and a conceptual alignment map.
- **Watershed Map:** This section will include a map(s) of the major watersheds of Pacific, indicating runoff data noted under Task 2 above, as well as the location of the Priority Projects.
- **Policy Summary:** This section will summarize the COMPANY's recommendations for changes to stormwater management ordinances, standards, or policies in Pacific. This work does not include the development of such design standards or policies; rather, it will identify the type and general extent of such standards or policies that may be developed in a subsequent phase.



After notice to proceed, a schedule that is mutually agreeable by the COMPANY and CLIENT will be developed and implemented. The schedule will include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement:

- A. This Scope of Services does not include the payment of deposits, fees, surcharges, or escrows of any kind including, but not limited to, review and permit fees. This Scope of Services assumes that any payments of that nature will be the responsibility of the CLIENT.
- B. The Scope of Services does not include property owner solicitation by COMPANY for acquisition of property rights or rights of access. If property rights negotiations performed by the CLIENT require additional design services to complete the plans, the COMPANY may seek additional payment.
- C. The Scope of Services does not include the solicitation of potential bidders; the reproduction, assembly or distribution of bid packages; nor the tracking and management of bid packages or potential bidders.
- D. The Scope of Services does not include construction phase services, construction surveys or stakeout, material testing of any kind, "As-Constructed" surveys, or the preparation of "As-Constructed" record documents.
- E. The Scope of Services does not include final design services, survey, geotechnical, landscape architecture, environmental assessment/sampling, or archaeological survey services of any kind.
- F. The Scope of Services does not include benefit to cost analysis that the Federal Emergency Management Agency (FEMA) uses to prioritize and choose projects for funding.
- G. The Scope of Services does not include condition assessments of infrastructure or pipe inspections.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

#### **5.0 Services by Others**

None

#### **6.0 Client Responsibilities**

The CLIENT shall provide a list and location of the stormwater problems sites, records and reports related to those sites, stormwater-related ordinances and policies and review comments.



**7.0 Professional Services Fee**

**7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

**7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

**7.3 Extra Services**

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

**7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis..

**7.5 Payment**

The CLIENT AGREES to pay COMPANY on the following basis:

- a. Lump sum in the amount of **\$24,835.00** for the services set forth herein. Below is a summary of costs by task.

<b>Task No.</b>	<b>Description</b>	<b>Fee (Labor and Expenses)</b>
1	Needs Assessment	\$20,730.00
2	Delineation and Mapping of Watersheds	\$1,405.00
3	Evaluate Current Stormwater Control Ordinances and Policies	\$2,700.00
	<b>Total:</b>	<b>\$24,835.00</b>



b. Allowances/Extra Services

As directed by the CLIENT, COMPANY may provide extra professional services. The extra professional services will be managed on a work order basis. For a given task, the CLIENT will initiate a work order. Work order scope, schedule, and fee will be mutually agreed upon prior to authorization. Scoping will identify the role and responsibilities of the COMPANY. Work order deliverables will be identified. COMPANY will commence extra work upon authorization by the CLIENT. For such requested and authorized services, the CLIENT AGREES to pay COMPANY on a time and material basis in accordance with standard hourly rates current at the time and not to exceed a total of **\$10,000.00**.



## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services



performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Missouri.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by



COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.



#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this Agreement do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;

- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this Agreement. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.28 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

#### 8.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.

\_\_\_\_\_  
Josiah Holst

Approved by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

CITY OF PACIFIC

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

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

**WHEREAS,** the Fiscal Year 2019-2020 budget provides for the payment of debt service for the Leasehold Refunding Bonds, Series 2012 from the Water & Sewer Fund;

**WHEREAS,** Expenditures for the Principal and Interest Payment for the Leasehold Revenue Bond Series 2012 are \$ 135,000 for Principal and \$ 13,702.50 for Interest minus \$ 13.00 credit for a total due of \$ 148,689.50.

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

The Board of Aldermen hereby authorizes the transfer of \$ 135,000.00 for Principal and \$13,689.50 for the Interest payment from the Water & Sewer Fund to the Leasehold Revenue Bond Series 2012 account for the payment of the Principal and Interest for the Pacific Municipal Assistance Corporation Leasehold Revenue Bond Series 2012.

Adopted by the Board of Aldermen and approved by the Mayor this      of January 2020.

\_\_\_\_\_  
Steve Myers, Mayor

ATTEST:

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



INVOICE

December 9, 2019

Pacific Municipal Assistance Corporation Leasehold Revenue Refunding Bonds  
Series 2012 (City of Pacific, Missouri, Lessee)

City of Pacific, Missouri  
Attn: Kim Barfield  
300 Hoven Drive  
Pacific, MO 63069  
Via Email: kbarfield@pacificmissouri.com

**Debt Service Payment Due on** January 27, 2020  
**For Debt Service on 2/1/20**

Bond Principal due	\$135,000.00
Bond Interest due	\$13,702.50 <i>13,689.50</i>
<hr/>	<hr/>
Total P&I Due	\$148,702.50
Less: Bond Fund Balance Credit	\$13.00

<b>Total Payment Due to UMB:</b>	<b>\$148,689.50</b>
----------------------------------	---------------------

Principal Outstanding **2/1/2020** **\$685,000.00**

**Please remit this amount to:**

**ACH, WIRE INSTRUCTIONS:**

UMB Bank N.A.  
ABA #101 000 695  
ACCT: #98 0000 6823  
A/C Name: Trust Operations/CT-STL  
REF: Pacific MO/138988.1/Prives/Stansbury

**CHECK REMITTANCES:**

UMB Bank N.A.  
Corporate Trust Department  
2 South Broadway, Suite 600  
St. Louis, MO 63102  
Attn: Prives/Stansbury

\* Checks must be received three days prior to due date to allow time for processing.

**If you have any questions about this invoice, please contact Nancy Prives at (314) 612-8486.**

UMB Account: 138988.1  
Associate RM: Theresa Stansbury  
STA ID: PMA2



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

January 15, 2020

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

Re: Disclosure Compliance Services Proposal

Dear Steve:

We appreciate the opportunity to have provided post-issuance disclosure compliance services to the City of Pacific, Missouri (the “City”). Our existing engagement with the City to provide those services recently expired on December 31, 2019 by its terms. The purpose of this Engagement is to extend the term for providing disclosure compliance services by Gilmore & Bell to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts this Engagement, Gilmore & Bell will perform such services in consideration of the mutual covenants and terms of this Engagement.

#### SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the “**Bonds**”) by providing the following services, beginning with the City’s fiscal year ending June 30, 2020:

- Review the continuing disclosure agreements/undertakings for the Bonds (the “Disclosure Agreements”) and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City’s annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;

- Submit the City's annual report to the MSRB, via EMMA. If the City's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

#### **POINT OF CONTACT**

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Steve Roth  
Telephone: (636) 271-0500 ext 213  
Email: [sroth@pacificmissouri.com](mailto:sroth@pacificmissouri.com)

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

#### **FURNISHING OF INFORMATION**

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

## **FEES**

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,500 per year (for an aggregate amount of \$7,500 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,500 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

## **TERM OF ENGAGEMENT; TERMINATION**

The initial term of this Engagement shall be from the date below through December 31, 2024. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

## **ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

**CONCLUSION**

If the foregoing terms are acceptable to the City, please return a signed copy of this engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,  
  
Erick S. Creach

ESC:emw  
cc: Bill Burns  
Alice Wasson

Acknowledged and Agreed as of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PACIFIC, MISSOURI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LIST OF MUNICIPAL SECURITIES**

- \$3,765,000 City of Pacific, Missouri Neighborhood Improvement District Limited General Obligation Bonds (City Hall and Public Facilities Improvements Project), Series 2011
- \$1,670,000 Pacific Municipal Assistance Corporation Leasehold Revenue Refunding Bonds (City of Pacific, Missouri, Lessee), Series 2012

ACCOUNTS PAYABLE  
JANUARY 21, 2020

VENDOR	INV. DESCRIPTION	LEG/ADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
ADGRAPHIX	GRAPHIC PACKAGE	\$ 439.00	\$ 439.00										
AIRGAS	MISCELLANEOUS SUPPLIES	\$ 26.00				\$ 26.00							
ALL-PRO SUPPLY	JANITORIAL SUPPLIES	\$ 143.83									\$ 143.83		
ARAMARK REFRESHMENT SVC	COFFEE	\$ 248.62	\$ 248.62										
ARCHTECH	CONVERSION COST/SOFTWARE	\$ 17,624.18									\$ 17,624.18		
ARCHER-ELGIN ENGINEERING	ENGINEERING FEES	\$ 22,328.98											
ARAMARK UNIFORM CO	UNIFORM CLEANING/RENTAL	\$ 1,050.93				\$ 711.65						\$ 8,386.81	\$ 13,942.17
B & H MARKET	CHRISTMAS LUNCH/PRISONER MEALS	\$ 256.61				\$ 57.16						\$ 169.54	\$ 169.74
BAYS TIRE SERVICE	FLAT REPAIR	\$ 60.00				\$ 60.00							
BIG G TIRE SALES	MOUNT & BALANCE/TIRE REPAIR	\$ 129.00	\$ 129.00										
CEEKAY SUPPLY	CYLINDER RENTAL/CARBON DIOXIDE	\$ 44.91										\$ 44.91	
CHRS AUFFENBERG FORD	VEHICLE MAINTENANCE	\$ 448.63	\$ 448.63										
CENTRAL POWER SYSTEMS	GENERATOR MAINTENANCE	\$ 16,953.54											\$ 16,953.54
COCHRAN ENGINEERING	ENGINEERING FEES	\$ 15,365.00				\$ 607.50		\$ 14,757.50					
COGENT	LIFT STATION MAINTENANCE/REPAIR	\$ 3,867.34				\$ 236.22							\$ 3,867.34
CONTINENTAL RESEARCH	PATCH-15	\$ 236.22											
CURTIS HEINZ GARRETT	DECEMBER CITY ATTORNEY FEES	\$ 4,163.00	\$ 4,163.00										
DA-COM	COPIES/COPIER MAINTENANCE	\$ 381.00				\$ 54.51	\$ 81.45		\$ 81.45		\$ 54.53	\$ 54.53	\$ 54.53
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	\$ 49.50									\$ 780.00		
DOBBS TIRE & AUTO CTR	TIRES	\$ 466.00	\$ 466.00										
EASTLAKE CLEANING SVC	JANITORIAL SERVICE	\$ 780.00					\$ 311.08						
ED ROEHR SAFETY PRODUCTS	VEHICLE MAINTENANCE	\$ 311.08											
ELECTRIC CONTROLS CO	WELL 2 REPAIR	\$ 551.00				\$ 4,307.50					\$ 551.00		
ENGINEERING SURVEYS & SVC	ENGINEERING FEES	\$ 4,622.50				\$ 165.25					\$ 315.00		
ERB EQUIPMENT CO	EQUIPMENT MAINTENANCE	\$ 165.25											
FASTENAL	MISCELLANEOUS SUPPLIES	\$ 161.87											\$ 161.87
GALLAGHER MECHANICAL	LIFT STATION ELECTRICAL REPAIR	\$ 1,049.00									\$ 2,305.76		\$ 1,049.00
GENERAL CODE	SUPPLEMENT PAGES	\$ 2,305.76									\$ 1,500.00		
GILMORE BELL	LEGAL SERVICES	\$ 1,500.00									\$ 95.84	\$ 95.83	\$ 95.83
GOVERNMENTOR	SOFTWARE MAINTENANCE	\$ 287.50										\$ 56.38	
GRAINGER	PARK/EQUIPMENT MAINTENANCE	\$ 199.04				\$ 532.23		\$ 142.66					
HALL BROTHERS LUMBER	PIPE/COUPLING	\$ 532.23				\$ 427.30							
HAVIN MATERIAL SERVICE	CONCRETE - SILVER LAKE	\$ 427.30											
HAWKINS INC	WATER TREATMENT	\$ 1,305.64									\$ 1,305.64		
HELFRICH HOTZ BRANDT	DECEMBER PROSECUTOR FEES	\$ 1,731.00											
HOCHSCHILD BLOOM & CO	AUDITING SERVICES	\$ 13,000.00	\$ 1,731.00								\$ 13,000.00		
J P COOKE CO	DOG TAGS	\$ 63.85											
JOHN DEERE FINANCIAL	MISCELLANEOUS SUPPLIES	\$ 404.57	\$ 20.47			\$ 42.45	\$ 199.99	\$ 45.73					\$ 73.94
KNAPHEIDE TRUCK CO	SPREADER BEARINGS	\$ 31.72				\$ 31.72							
KRANZ BODY CO	PLOW BLADES	\$ 1,460.96				\$ 1,460.96							
LEADER PUBLICATIONS	ADVERTISING	\$ 85.50									\$ 85.50		
LEON UNIFORM CO	UNIFORMS	\$ 432.20	\$ 432.20										
LOWES	MISCELLANEOUS SUPPLIES	\$ 144.27	\$ 144.27										
MARCO	COPIES/COPIER MAINTENANCE	\$ 223.71				\$ 55.92					\$ 55.93	\$ 55.93	\$ 55.93
MARK NETTESHEIM	INTERPRETER SERVICES	\$ 100.00	\$ 100.00										
MARXAM	POSTAGE METER SUPPLIES/MAINT	\$ 228.95	\$ 22.88	\$ 22.90			\$ 22.90				\$ 114.47	\$ 22.90	\$ 22.90
MISSOURI MUNICIPAL LEAGUE	DUES/TRAINING	\$ 1,120.20	\$ 1,120.20										
MISSOURI ONE CALL	LOCATES	\$ 134.40				\$ 44.80						\$ 44.80	\$ 44.80
MO STATE HWY PATROL	MULES CHARGES	\$ 1,755.00	\$ 1,755.00										
MISSOURIAN MEDIA GROUP	PUBLIC NOTICES/ADVERTISING	\$ 1,031.80							\$ 60.00		\$ 971.80		
MOTION ORTHOPAEDICS	EMPLOYMENT SCREENING	\$ 141.00	\$ 141.00										
MOTOR SERVICE INC	STORAGE CONTAINER	\$ 2,400.00	\$ 2,400.00										
NAPA AUTO PARTS	VEHICLE MAINTENANCE	\$ 235.97	\$ 235.97										
OFFICE EMPORIUM	OFFICE SUPPLIES	\$ 546.32	\$ 35.21	\$ 35.88		\$ 62.65	\$ 58.27				\$ 133.17	\$ 108.57	\$ 108.57







**CHANGE ORDER No. 1**

CONTRACTOR: Jokerst Paving and Contracting  
 PROJECT NAME: Candlewick Ln. Street Improvements

CITY: Pacific, MO  
 PROJECT NO.: STP-5419(611)

**The Contractor is hereby directed to make the following changes from the contract:**

<b>1. DESCRIPTION AND REASON FOR CHANGE:</b>									
<b>2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.</b>									
EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
3.0	2300	Type 5 Aggregate for Base (4" thick)	4,112	4,202.00	90.00	SY	\$5.50	\$495.00	
4.0	2300	Subgrade Repair	360	410.00	50.00	CY	\$45.00	\$2,250.00	
8.0	3000	PVC Drain Connection	3	6.00	3.00	EA	\$125.00	\$375.00	
9.0	5000	Concrete Slab Replacement with Intergral Curb	4,112	4,202.00	90.00	SY	\$52.00	\$4,680.00	
10.0	1500	Construction Signs	81	172.00	91.00	SF	\$9.00	\$819.00	
14.0	Contingent	Remove and Replace Asphalt Driveway Approach	0	1.00	1.00	LS	\$1,313.96	\$1,313.96	
		Contract Time Extension	60	141.00	81.00	DAY	\$0.00	\$0.00	
					0.00				
					0.00				
					0.00				
					0.00				
					0.00				
<b>TOTALS:</b>								<b>\$9,932.96</b>	<b>\$0.00</b>
<b>DIFFERENCE:</b>								<b>\$9,932.96</b>	
<b>3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:</b> N/A									
<b>4 COMMENTS:</b>									
<b>5 COST ADJUSTMENTS TO THE CONTRACT:</b>									
1. CONTRACT AMOUNT				\$323,314.00					
2. OVERRUN THIS ORDER			\$9,932.96						
3. OVERRUN PREVIOUS			\$0.00						
4. UNDERRUN THIS ORDER			\$0.00						
5. UNDERRUN PREVIOUS			\$0.00						
6. PROJECT TOTAL				\$333,246.96					
<b>THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:</b>									
APPROVED: City of Pacific					APPROVED: Jokerst Paving and Contracting				
DATE					DATE				
									
APPROVED : MODOT					APPROVED: Cochran				
DATE					DATE:1/13/2020				

## TO THE BOARD OF ALDERMEN

### NATIONAL DAY OF PRAYER MVCCA REQUESTING USE OF CITY HALL

The National Day of Prayer is an annual observance held on the first Thursday of May, inviting people of all faiths to pray for the nation. It was created in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman. This is the 69<sup>th</sup> annual National Day of Prayer and the MVCCA has been reserving Pacific City Hall from 12 pm until 1 pm for several years. City halls across America, including the State of Missouri, will be allowing groups to come and humble themselves and pray.

Here is a list of some of the City Halls that allowed a NDP event in the gateway area from 12 pm until 1 pm on Thursday, May 2nd, 2019:

*Arnold, Ballwin, Brentwood, Bridgeton, Chesterfield, Clayton Court House, Crestwood, Creve Coeur, Des Peres, Ellisville, Eureka, Fenton, Ferguson, Florissant, Glendale 7pm, Hazelwood, Ladue, Lakeshire, Manchester Police Station, Maplewood, Maryland Heights, Pacific, Riverview, Rock Hill, Shrewsbury, St. Louis City Hall Rotunda, St. Charles Old Court House, Sunset Hills, Town and Country, University City, Valley Park, Warson Woods, Webster Groves 12pm and 7pm, Wildwood.*

**The Meramec Valley Christian Church Alliance would like to reserve the city hall building from 12 pm until 1 pm on Thursday, May 7th, 2020.** Everyone is welcome to attend, but because we are a Christian expression of faith, we choose the message and the participants, and they are in agreement with our Statement of faith.

The National Day of Prayer is constitutional and legal. The government is not to prohibit the free exercise of religion. It has been proven and defended for years that it is constitutional to pray in governmental buildings and even be endorsed by Government officials. Here is a webpage with many legal decisions [www.nationaldayofprayer.org/legal](http://www.nationaldayofprayer.org/legal)

We are very grateful and thankful to our city for allowing us to come and pray for our community and nation on the National Day of Prayer every first Thursday in May.

Thank you for all that you do for our community,

David Lange

MVCCA President

*"Fasting and prayer are religious exercises; the enjoining them an act of discipline. Every religious society has a right to determine for itself the time for these exercises, and the objects proper for them, according to their own particular tenets; and right can never be safer than in their hands, where the Constitution has deposited it."*

—Thomas Jefferson, 1808

## City Clerk Highlights

Week of January 6-16, 2020

Monthly sales tax report figured

Post Journal Entries for November final financial statement

Post Beautification Committee meeting for Jan 8, 2020

Post December preliminary numbers and figure transfers

Board meeting January 7<sup>th</sup> and Board Minutes

Meet with MIRMA regarding annual inspection

Balance and reconcile balance of checking accounts (20)

Safety Committee Meeting

Tourism meeting and minutes

Meet with PW about park improvements and inspections

Research for sunshine request

# Open House Public Forum

## Pacific Parks and Recreation Master Plan

***We want to know what you think!*** Pacific voters in April, 2019 gave overwhelming approval to a half-cent Parks and Storm Water sales tax for the City of Pacific. The City is now undertaking a City-wide parks and recreation master plan to evaluate needs in our parks and develop a plan for improvements for the next ten to fifteen years. The study is being led by Planning Design Studio, a St. Louis area landscape architecture firm that specializes in park planning. The master plan will be developed with input from Pacific residents, City staff and park stakeholders.

**Residents are encouraged to share their thoughts regarding park needs and improvement suggestions by attending the upcoming open house meeting on Monday, January 27th from 4:00 p.m. – 6:00 p.m. located at City Hall.** Please feel free to come in at any point during this time. We are excited about this project and look forward to seeing what our residents have to say about our existing parks, and what people would like to see in our future!

The meeting will be held at the Pacific Government Center (City Hall) 300 Hoven Drive, Pacific Missouri, 63090. If you are unable to attend the Open House meeting, we still want to hear from you. Please send your comments regarding park improvements to the following email [PDS-Info@planningdesignstudio.com](mailto:PDS-Info@planningdesignstudio.com).

***We look forward to hearing from you!***

For more information about the project contact: Steve Roth, City Administrator, 636-271-0500 ext. 213, [sroth@pacificmissouri.com](mailto:sroth@pacificmissouri.com).

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Residential Inspections 01-03-20 to 01-16-20

Occupancy	Occupancy Re-inspection	Final	Footing Foundation	Framing	Electric Service	Electrical Inspections	Plumbing Inspections	Mechanical Inspections
7	4	1	5	2	2	1	4	1