

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Friday, August 29, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

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

THIS MEETING WILL BE HELD AT CITY HALL

**TUESDAY, SEPTEMBER 1, 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 August 18, 2020
7. Public Participation
8. Mayor Report
 - a. Route 66 Association proposal
 - b. Officer Kelly recognition
 - c. Approve the appointment of Dennis Oliver to the Meramec Valley Historical Museum and Genealogy Committee
9. New Bills
 - a. Bill No. 5042 An Ordinance Providing for the approval of a Final Plat of Resubdivision of Lot 1 Engelhart Industrial Park, a tract of land zoned "M-1" Light Industrial located at or about 1000 Integram Drive Franklin County Parcel ID# 19-2-10.0-0-039-019.100 in the City of Pacific (*1st reading*)
10. Consideration of Bills Previously Introduced
 - a. Bill No. 5036 An Ordinance revising the required qualifications for City Marshal. (*2nd reading*) (*Sponsor: Nemeth*)

- b. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12.0-4-003-238-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (*2nd reading*) (*Sponsor: Nemeth*)
- c. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12.0-4-004-149.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (*2nd reading*) (*Sponsor: Rahn*)
- d. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 422 South Third Street (Franklin County Parcel ID 19-1-12.0-4-003-228.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (*2nd reading*) (*Sponsor: Rahn*)
- e. Bill No. 5040 An Ordinance amending the Fiscal Year 2020-21 Wage and Salary Schedule for appointed officials and employees of the City of Pacific. (*2nd reading*) (*Sponsor: Nemeth*)
- f. Bill No. 5041 An Ordinance approving a petition for voluntary annexation filed by St. Louis Skeet & Trap Club regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 18854 Franklin Road; annexing said property to the City; authorizing other actions in connection with such annexation, and repealing conflicting ordinances. (*2nd reading*) (*Sponsor: Rahn*)

11. New Business

- a. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision. (*Tabled from 8-18-20*)
- b. Resolution No. 2020-44 A Resolution to authorize the Transfer of Funds from the City's Capital Improvements Sales Tax Fund to the City's Parks & Storm Water Fund to pay expenses related to certain Capital Improvements projects in the City of Pacific

12. City Administrator Report

- a. Voluntary Flood Buyout Program update
- b. Budget report

13. Director of Community Development Report

- a. HVAC maintenance agreement

14. Public Works Commissioner Report

15. City Attorney Report

16. Acting Police Chief report

17. Miscellaneous

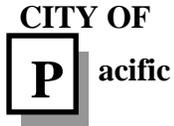
- a. Approve Pay Application # 1 in the amount of \$75,411.00 for WWTF Blower installation, TGB Inc.
- b. Approve Change Order #2 in the amount of \$11,463.30 for Wastewater CIPP project Cedars and Hawthorne Subdivisions, Insituform Technologies
- c. Approve Pay Application #2 (FINAL) in the amount of \$67,196.82 for Wastewater CIPP project Cedars and Hawthorne Subdivisions, Insituform Technologies

18. Reports of City officials

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

19. 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.



August 18 , 2020 * RECORD OF PROCEEDINGS

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

The meeting was called to order at 7:00 p.m. by Mayor Myers. The meeting was held via Zoom Teleconferencing: The Public was able to via <https://us02web.zoom.us/j/83530070997> and was on Facebook live at <https://www.facebook.com/cityofpacificmunicipalgovernment>.

A roll call was taken with the following results:

Present at Roll Call:

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

A quorum was present and seen and heard through zoom.

Also present: Administrator Roth
Attorney Jones
Captain Locke called in
PW Commissioner Brueggemann
Collector Kelley
City Clerk Barfield

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Board of Aldermen 8-18-2020

Pastor Craig Wagganer offered prayer this evening.

Approve Agenda

Alderman Nemeth stated there were no Sponsors listed on Bill's 5037-5040. Alderman Rahn stated he would sponsor Bill Number's 5038-5039. Alderman Nemeth stated he would sponsor Bill Number's 5037 & 5040. Alderman Adams stated he would sponsor Bill Number 5035. Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve the Agenda. A voice vote was taken with an affirmative result.

Minutes

A. Regular meeting on August 4, 2020.

Motion made by Alderman Stotler, seconded by Alderman Nemeth to approve the minutes of the regular meeting on August 4, 2020. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

Public Participation

Christian Showmaker – Eagle Scout Project

Mayor Myers stated Christian was on Zoom through his computer and was going to present an Eagle Scout Project. Mayor Myers stated he was told to go to the Park Board first, but there was a mis-understanding and instead of turning him away tonight he asked if the Board of Aldermen would hear his request, then he could go back to the Park Board. Board members agreed to hear about the project. Christian stated he was working on a trail look at the top of Jensen's Point. This would include a trail, plantings, bat house and bird baths. He would try to relate the plants back to the Civil War Era. He has contacted businesses for sponsors and is putting together a list of materials. He is seeking out sponsors for funding in the amount of \$ 1,500-\$2,000. Alderman Johnson stated she was just contacted by the Eagles and they suggested he contact them for sponsorship. Discussion followed. Motion made by **Alderman Adams, seconded by Alderman Stotler to approve the project as presented with the City supplying up to \$ 300 towards material, and he did not see a reason for him to go back to the Park Board for approval, but he could inform them. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Route 66 Association Request - Mayor Myers stated he was given a proposal at no cost to the City to receive three "free" restorations to the Red Cedar Inn Restaurant neon sign. They want to repair and restore the sign. David Hudson has a business that does this and that is who they are using. The City would remove the sign, give temporary ownership to the association, when completed they will return the sign and the City would install it. He thought the Sign should stay in our ownership. Discussion followed. Administrator Roth agreed they should not be

given temporary ownership and would need insurance from the vendor to make it all straight. Mayor Myers stated the proposal is the City takes it down and puts it back up. **Motion made by Alderman Johnson, seconded by Alderman Nemeth to continue to negotiate the terms of this proposal and Attorney Jones review it.** Attorney Jones stated the City should always maintain ownership. **Alderman Nemeth suggested the City help fund this up to \$ 1,000 to offset any insurance costs. Alderman Johnson stated she would add that to her motion.** Administrator Roth stated there was a time restraint. They would like to have the sign by October 17, 2020 as there is a motor tour coming through town. Mayor Myers stated he would send this to Attorney Jones for review. Alderman Johnson and Alderman Nemeth rescinded their motions. Alderman Rahn suggested that we let them do the sign handling since they are a sign company.

Public Hearing

- a. A Public Hearing of the Board of Aldermen to hear comments from the citizens on the property tax rate to be set by the City of Pacific. The tax rate is set subject to change, based on the State Auditor's approval, to produce revenues which the budget for the fiscal year beginning July 1, 2020 shows to be required from the property tax. The tax rate is determined by dividing the amount of revenue by the current assessed valuation. The result is multiplied by 100 as the tax rate will be expressed in cents per \$ 100 valuation.

Mayor Myers opened the Public Hearing and read it into the record. Mayor Myers asked if anyone has contacted the City Clerk to be allowed to speak. City Clerk Barfield stated no one has. Administrator Roth stated if any of the attendees wanted to speak for them to use the "raise your hand platform" to be recognized. City Clerk Barfield stated currently the Tax Rate is the same as last years. This will meet the September 1st deadline with Franklin County, but we will do this again next month to meet the October 1st deadline with St. Louis County.

Mayor Myers asked City Clerk Barfield to speak to the procedure of how things are placed on the agenda. City Clerk Barfield stated Staff will work on general day to day things as they arise and make decisions accordingly, when it is time for legislation to be brought to the Board, or a decision is to be made that staff cannot make then staff will place it on the agenda. Once the Draft agenda is put together it is reviewed with the Mayor for approval.

Mayor Myers asked if there were any hands raised on zoom regarding the public hearing. Administrator Roth stated there was none. There being no further comments, Mayor Myers closed the Public Hearing.

- b. A Public Hearing of the Board of Aldermen to hear comments on a verified petition for Voluntary Annexation for the parcels of land located on or about property commonly known as St. Louis Skeet and Trap Club, 18854 Franklin Road, Pacific, MO. Full description of land is in the Notice.

Mayor Myers read the Public Hearing into the record and opened it up for comments. City Clerk Barfield stated no one had contacted her regarding this. Administrator Roth stated there were no “hands raised” on the zoom/Facebook platform. Mayor Myers stated he has also spoke to the Shooting Range regarding offering a quality shooting range for the Police Department. He stated the conditions the police qualify in are unfair. Mayor Myers also stated that Alderman Adams has spoken of an agreement with Mayor Coffey and Mayor Adams at the time not to annex past Dozier Crossing. He has contacted Mayor Flower regarding this and there was no objection. Mayor Myers asked for any more comments. There being none, he closed the Public Hearing.

New Bills

Alderman Adams asked why Bill No. 5035 was on the agenda to be read twice. City Clerk Barfield stated this Bill is to set the tax rate. This needs to be done by September 1 to meet the Franklin County deadline. The final numbers for St. Louis County are not in yet and this will be done again to meet the October 1st deadline for St. Louis County. If the Board would like to have a Special Meeting for the second reading instead, we would need to schedule that. Motion made by Alderman Adams, seconded by Alderman Johnson to read Bill No. 5035 twice tonight. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- a. Bill No. 5035 An Ordinance fixing the Tax Rate for the City of Pacific, Counties of Franklin and St. Louis, State of Missouri, for the year 2020 and establishing the effective rate thereof. (Sponsor: Adams)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5035 by title only for the first reading.

- b. Bill No. 5036 An Ordinance revising the required qualifications for City Marshal. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5036 by title only for the first reading.

- c. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12-04-003-238-000) to the City in furtherance of the City’s Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5037 by title only for the first reading.

- d. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12-04-004-149-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5038 by title only for the first reading.

- e. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 422 South Third Street (Franklin County Parcel ID 19-1-12-04-003-228-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5039 by title only for the first reading.

- f. Bill No. 5040 An Ordinance amending the Fiscal Year 2020-21 Wage & Salary Schedule for appointed officials and employees of the City of Pacific. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5040 by title only for the first reading. Motion made by Alderman Adams, seconded by Alderman Nemeth to amend the \$300 that dates back to the 90's to \$500. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Administrator Roth stated this would also need to be a Personnel Manual Change. Motion made by Alderman Adams, seconded by Alderman Nemeth to change the Longevity Section of the Manual from \$300 to \$500. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- g. Bill No 5041 An Ordinance approving a petition for voluntary annexation filed by St. Louis Skeet and Trap Club regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 18854 Franklin Road; annexing said property to the City; authorizing other actions in connection with such annexation, and repealing conflicting ordinances. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5041 by title only for the first reading.

Consideration of Bills Previously Introduced

- a. Bill No. 5029 An Ordinance revising the exceptions to excessive growth of weeds and vegetation. (2nd reading)

Mayor Myers read Bill No. 5029 for the second reading by title. Alderman Nemeth asked if Director Kopp has received any feedback. Director Kopp stated he had not. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Bill No. 5029. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none. Whereupon Mayor Myers declared the motion carried and **Bill No. 5029 becomes Ordinance No. 3213.**

b. Bill No. 5030 An Ordinance amending certain sections of Article XI of Chapter 500 pertaining to Abatement of Dangerous Buildings. (2nd reading)(Tabled 8-4-20)

Motion made by Alderman Rahn, seconded by Alderman Frick to remove Bill No. 5030 from the table. A voice vote was taken with an affirmative result. As posted pursuant to the ordinance, Mayor Myers read Bill No. 5030 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Stotler, seconded by Alderman Frick to approve Bill No. 5030. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon Mayor Myers declared **Bill No. 5030 becomes Ordinance No. 3214.**

c. Bill No. 5032 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 526 S. First St (Franklin County Parcel ID 19-1-12.0-4-002-262.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5032 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Adams, seconded by Alderman Stotler to approve Bill No. 5325. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: none. Whereupon Mayor Myers declared **Bill No. 5032 becomes Ordinance No. 3216.**

d. Bill No. 5033 An Ordinance providing for a 25 M.P.H. Speed Limit on a portion of Lisa Lane. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5033 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Bill No. 5033. A roll call vote was taken with the following results: Ayes: Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Alderman Adams, Alderman Rahn. Nays: none. Whereupon Mayor Myers declared **Bill No. 5033 becomes Ordinance No. 3217.**

e. Bill No. 5034 An Ordinance establishing a new Stop Sign on Lisa Lane. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5034 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Bill No. 5034. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none. Whereupon Mayor Myers declared **Bill No. 5034 becomes Ordinance No. 3218.**

f. Bill No. 5035 An Ordinance fixing the Tax Rate for the City of Pacific, Counties of Franklin and St. Louis, State of Missouri, for the Year 2020 and establishing the effective date thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5035 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Adams, seconded by Alderman Frick to approve Bill No. 5035. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon, Mayor Myers declared **Bill No. 5035 becomes Ordinance No. 3219.**

New Business

a. Resolution No. 2020-39 A Resolution amending the City of Pacific Fiscal Year 2021 Budget to provide for certain funding.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-39 by title only. Mayor Myers asked for any discussion. **Motion made by Alderman Johnson, seconded by Alderman Stotler to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

b. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-40 by title only. Mayor Myers asked for any discussion. Alderman Rahn stated he was under the understanding that the subdivision had to be 90% complete before we took over the streets. He continued that Eagles View, West Lake and Forest Glen have not been accepted yet and thought this should be cleared up. **Motion made by Alderman Rahn, seconded by Alderman Adams to table this. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.** Administrator Roth stated this was requested by the Developer. This is how items get on the agenda, as he could not find a steadfast rule on acceptance. When it comes to the streets staff looks at the Code for compliance, and the Public Works Commissioner approves. Director Kopp and PW Commissioner Brueggemann both met with the Developer

and in our eyes are ready to be accepted. He agreed the other subdivisions needed to be looked at also. PW Commissioner Brueggemann stated the other subdivisions pre-date him and he could not speak to them. **Motion made by Alderman Adams, seconded by Alderman Johnson to invite former Alderman Ed Gass to the next meeting to discuss this. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

c. Resolution No. 2020-41 A Resolution to authorize an application for funding through the Federal Transportation Alternatives Program (TAP) administered by the East-West Gateway Council of Government.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-41 by title only. Administrator Roth stated the Viaduct CI would match this. The Federal Request is \$215,000.00. **Motion made by Alderman Johnson, seconded by Alderman Nemeth to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

d. Resolution No. 2020-42 A Resolution authorizing and directing the preparation and submittal of an Application for funding through the Municipal Park Grant Commission of St. Louis County for Acquisition of property located at 1043 E. Osage.

Mayor Myers read Resolution No 2020-42 by title only. Alderman Adams wanted to remind everyone of the long standing promise to deliver on the Red Cedar. He thought if we were going to apply for a grant it should be for the Red Cedar and since it's historical and on the registry it has a good chance of approval. He suggested the City fathers reaffirm Red Cedar and move it to the front to find funds to renovate. Alderman Nemeth recommended we discuss City Administrator Roth go to the bank for financing options on \$1.2 million to start finishing the Red Cedar. He thought it was time to end our inability to finish the building that everyone has been promised. Alderman Adams thought it was so important to finish the Red Cedar that he was willing to sponsor a Bill that would transfer money out of the Rainy Day Fund towards these renovations combined with financing options; this could be finished by spring. Alderman Adams recommended this matter be sent to the Administrative Committee to put together and send a recommendation to the full Board. He thought it should be seen as Urgent and Administration meet two times for this. Alderman Adams stated he made this plea before and it fell on deaf ears. Mayor Myers stated that was in the spring and then COVID hit and everything was put to a stop. He thought support for this project would come in. He also asked they prioritize Patterhn-Ives to move forward with the grant writing process. Alderman Adams thought the Administrative Committee would be able to call on all staffing to attend including Patterhn-Ives. Mayor Myers asked that Alderman Nemeth to chair the Administrative Committee. **Motion made by Alderman Johnson to move forward with allowing Patterhn-Ives to proceed with grant opportunities. Administrative Roth stated we negotiated an Agreement for \$174,000 and it was halted. This did not include grant writing services. They did not feel they were best suited to take the lead on the grant writing. Right now the contract for Red Cedar does not fit in the budget. Alderman Nemeth thought this should also be part of the Administrative Committee. Motion made by Alderman Adams, seconded by Alderman**

Nemeth to recommend the grant be wrote for Red Cedar and continue our discussion at the Administrative Committee level. Mayor Myers disagreed and stated the Municipal Park Grant has invested in Jensen's Point, in this round we discussed the trail connection. He spoke with Patrick Kelley, Director of St. Louis Municipal League. He spoke of the Wintec Building and they feel it will be an excellent fit. The building is listed at \$350,000 but Wayne Winchester said he would take \$330,000, which is what the grant will be for. There will also be \$1,500 needed for the grant application, and this is due by 8/28/20. Mayor Myers stated he has taken several people through the Wintec Building and there has been overwhelming support of the 22 people he took down there, only two were negative. Mike Vernaci has offered to do any electrical work as in-kind, the building has a new roof, and there's a conference room. Alderman Adams stated that everything mentioned is already in the Red Cedar. He did not think we could afford both or manage both. His recommendation was based only on applying for the grant for Red Cedar. If we don't move forward with Red Cedar then there was no need to move forward. Director Kopp stated the building appeared to be in good shape. There was no evidence of recent leaks. The restrooms are operable. There are very minor corrections needed for occupancy. It also has zoned heating and cooling which are reduced cooling costs. Alderman Frick called for "point of order". He did not believe Red Cedar was part of the Agenda this evening, but understood it was a key issue. This Resolution is for Wintec. He thought this was looking like a unified system and a great asset. Alderman Nemeth disagreed and said if anything moved in there it may not be as aesthetically pleasing, it would pay taxes. Alderman Nemeth thought the Grant should be written for Red Cedar, not Wintec. Alderman Stotler stated he agreed we should apply for funds for the Red Cedar, but agrees we should also try for the Wintec building. Alderman Rahn stated he has not toured the building but does have some concerns over it. He thought we should try to do both projects. Alderman Johnson stated she has been watching this for 20 years and every opportunity for the Historical Museum & Genealogy Society gets, also gets taken away from them. Mayor Myers has been the most pro-active Mayor she has seen, and he has not broken the City. This seems like a good fit and the best opportunity for the City. **Alderman Nemeth stated there was a motion on the floor that this grant is wrote for Red Cedar not the Wintec building. Mayor Myers called for an all in favor. Due to zoom, we did a show of hands. Ayes: Alderman Adams, Alderman Nemeth. Nays: Alderman Frick, Alderman Stotler, Alderman Rahn, Alderman Johnson. Mayor Myers stated the vote failed 4-2.**

Motion made by Alderman Johnson, seconded by Alderman Stotler to approve Resolution No. 2020-42. A voice vote was taken with an affirmative response, and Mayor Myers declared the motion carried. Nays: Alderman Adams, Alderman Nemeth.

Alderman Adams stated he did not think the motion passed as we froze new expenditures and according to Roberts Rules we needed a 2/3rd vote to pass. Attorney Jones stated the motion did pass, the 2/3rd vote only comes to play when it is a change of zoning or a protest has been filed. He continued that 4 out of 6 voted for this so it passed. He continued that this is not an Ordinance so if only 5 of you were here it would still pass. The difference between an Ordinance and a Resolution is a Resolution is a motion in writing.

Motion made by Alderman Johnson, seconded by Alderman Frick to release the funding freeze for this project. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried 4-2. Nays: Alderman Adams, Alderman Nemeth.

Resolution No. 2020-43 A Resolution to authorize the Transfer of Funds from the City's General Fund to the FEMA Flood Buyout Fund to pay certain expenses related to the City of Pacific Voluntary Flood Buyout Program.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-43 by title only.
Motion made by Alderman Nemeth, seconded by Alderman Adams to approve. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

City Administrator Report

a. Police Ammunition

The Police Department is requesting budget for the purchase of ammunition for \$ 7,000.00. The adopted budget provides for \$4,000. He has reviewed the request and recommends approval.

b. Budget Report

FY 20 recap and FY 21 recap were both included in his report and made a part of the minutes.

Motion made by Alderman Adams, seconded by Alderman Frick to authorize Bulky Trash Pickup and schedule. A voice vote was taken with an affirmative result.

c. Laborers International Union of North America, Local 42 Law Enforcement Division Notice- the City received this letter with Local 42 essentially requesting that the City voluntarily recognize it as its bargaining unit representative police and dispatch employees. The City Attorney is going to review this.

Administrator Roth stated we have also been invoiced by Franklin County for 911 Services. He is looking into this further.

Director of Community Development Report

Director Kopp stated in the last 4 weeks they have had 60 permits applied for, 116 inspections, 22 plan reviews, and 68 citations. They are also devoting Mondays to "sign day". If any are picked up they are held at City Hall for a week then pitched.

Public Works Commissioner Report

PW Commissioner Brueggemann stated the two new blowers at the lagoon are up and running. The Hogan Storm water project is going well, and the Lift Station 5 project will begin soon.

City Attorney Report

Attorney Jones stated he followed up with Field Representative for Local 42 and they have 8% signed on cards. Discussion followed. Motion made by Alderman Johnson, seconded by Alderman Rahn to negotiate an agreement with voluntary recognition. A voice vote was taken with an affirmative result.

Park Board Powers-Mayor Myers stated he would like this on the next Agenda and the Park Board be invited to the meeting.

Police Department

Captain Locke stated the additional funds are for training and instruction. He thanked the Board for their support.

Miscellaneous

a. Approve the List of Bills.

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

b. Approve Pay Application #1 for Hogan Storm water in the amount of \$ 88,383.15.

Motion made by Alderman Stotler, seconded by Alderman Rahn to approve Pay Application #1 in the amount of \$ 88,383.15. A voice vote was taken with an affirmative result.

c. Approve Pay Application #2 for the Osage Street Water Main replacement in the amount of \$24,323.32.

Motion made b Alderman Adams, seconded by Alderman Stotler to approve payment Pay Application # 2 in the amount of \$ 24,323.32. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

d. Approve Temporary Liquor License applications, Pacific Eagles # 3842, October 2-3, 2020 for Iron Horse Rodeo.

Motion made by Alderman Adams, seconded by Alderman Stotler to approve the Temporary

Liquor License Application. A voice vote was taken with an affirmative result.

Reports of City officials

Alderman Nemeth – Stated he received good feedback on the UTV Ordinance, but asked if we included ATV's in the Bill. Attorney Jones stated it did include them because we took out the language that limited it.

Mayor Myers asked if the Board thought now was a good time for a Newsletter. They could include the UTV Ordinance and Bulky Trash Pickup. Board members agreed. Motion made by Alderman Adams, seconded by Alderman Nemeth to move forward with a Newsletter and make both of those the headline.

Alderman Nemeth - stated he has been asked why we are still on Zoom, when Franklin County has few restrictions. Mayor Myers stated the most recent MML Conference was by Zoom. He thought in a few more weeks our capabilities of doing audio and visual will be better in the Board room.

Alderman Adams – Stated he attended a Partnership Meeting and they are moving forward with the Rodeo. They discussed using the additional cow pasture and people being able to watch the rodeo with additional lawn seating. He hoped the Board would be supportive with additional brush hogging of the pasture and rock if needed. Motion made by Alderman Adams, seconded by Alderman Nemeth to use the cow pasture for additional space and cutting the grass and rock if necessary. A voice vote was taken, with an affirmative result and Mayor Myers declared the motion approved. Alderman Rahn added any additional lighting needed for this. Board members agreed. Alderman Adams stated they are looking into a large screen TV also to watch it on. He was very impressed with their meeting.

Alderman Rahn – No Report.

Alderman Frick – No Report.

Alderman Johnson – No Report.

Alderman Stotler – No report.

Collector Kelley – stated on October 3, 2020 there will be a Brick Ceremony at Adams Garden.

EXECUTIVE SESSION

The Board went into Executive Session under RSMO 610.021 (1) (3) at 10:26 p.m.

The Board reconvened at 10:50 p.m.

Adjournment

There being no further business, motion by Alderman Frick, seconded by Alderman Stotler to adjourn. A voice vote was taken with an affirmative result. The meeting adjourned at 10:53 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

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

August 28, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 9-1-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the September 1 meeting.

1. Bill 5042 Resubdivision Lot 1 Engelhart Industrial Park. This bill accepts a resubdivision of a parcel on the PLZ Aeroscience property that is currently occupied by an approximate 160,000 sf building. The proposal divides the existing lot into two parcels to accommodate a future building expansion. Lot 1 would include the existing building, with Lot 2 being part of the area of the building expansion. The plat was reviewed at the August 25 Planning and Zoning Commission meeting, and PZ upon review was unanimous in recommending approval. As noted in my staff report to P-Z, the City Attorney has assisted with the review of this proposal and has given his approval. The proposal includes the Final Plat exhibit along with an accompanying easement agreement, which provides for required ingress / egress and utility accesses to both lots. Staff would respectfully request approval.

2. Bill 5036 City Marshal qualifications. This bill revises the qualifications to be a candidate for City Marshal, as discussed in recent Board meetings. I have not heard any public comment on the bill since it was first read August 18.

3. Bills 5037-5038-5039. These bills authorize contract offers for three properties in the Voluntary Flood Buyout Program: 506 S. First, 321 E. Orleans and 422 S. Third. The bills were given first readings August 18. Staff recent received information from the Missouri CDBG program that acquisitions must be put on hold until a required Environmental Review Report is completed. This is a frustrating development but at this point we have no choice but to put the program on hold. I have made a further update on the program an agenda item later in my report. **Staff does request that each of these bills (5037, 5038 and 5039) be tabled, and reserved for action until a later date.**

4. Amended Bill 5040 Amend FY 21 Salary and Wage Schedule. This bill provides for a longevity increase of \$500 annually for the City Clerk, and an hourly rate for the Dispatch Supervisor (\$24.50, not-to-exceed). The \$500 longevity increase amounts to 24 cents per hour. I have not heard any public comment on this bill since it was first read August 18.

5. Bill 5041 Voluntary Annexation St. Louis Skeet and Trap Club. This bill accepts the voluntary annexation of this property, located at 18854 Franklin Road and approximately 61 acres in size. The property is contiguous to the Vitale Farms property annexed earlier this year. The property is taxable according to St. Louis County records. The Skeet & Trap Club use is permitted currently through St. Louis County zoning and that use would be grandfathered or otherwise transferred upon annexation by the City. It should be noted that the City does not have water and sewer service on the south side of Route 66 currently. Under a voluntary annexation, the City has no obligation to deliver these services in a

specified time frame, though at the same time I do recommend that we begin planning for future extensions if this annexation is approved.

6. Resolution 2020-40 Bend Ridge Estates street acceptance. This Resolution was tabled at the August 18 meeting and remains on the agenda for further discussion at this meeting. The Board August 18 discussed the status of street acceptance in other parts of the City, and requested further information. The Board may recall that a prior draft of subdivision regulations amendments included rather lengthy provisions for how these issues would be handled. That draft was actually given a first reading but later tabled and removed entirely following the departure of the former Planning Director. I have included a copy of the relevant part of those regulations in the Board packet as reference. I have also asked the Community Development Director to research this item and provide further information to the Board.

Please note that any amendments or new ordinances relating to this would likely be considered part of the Land Use chapter, and as such would be subject to public hearing / review / recommendation by Planning and Zoning and ultimately approval by ordinance of the Board. With respect to past issues, and the "90-percent rule," Mr. Ed Gass has been invited to attend this meeting to speak to this issue as the Board desires. It is my understanding that the City typically used such a rule in the past, though it does not appear in the Municipal Code, nor did I find it in a review of the streets section of the Construction Standards and Specifications manual (2009).

With respect to the Forest Glen and Westlake Village subdivisions, I do feel we need to come to some resolution of the street acceptance issues, which in my opinion would require review by the City Attorney. I have not been able to review these past files as thoroughly as I would like, nor have I referred it yet to the City Attorney. However it seems clear that we will need some level of legal review before we get to an agreement or resolution that can be forwarded to the Board.

Finally, with respect to Bend Ridge Estates, as I noted at last meeting this project was administered to the provisions of the Municipal Code, and required rezoning, platting, performance guarantees and now acceptance / approval. The Board did accept the water and sewer improvements by Resolution earlier this year. The developer has now met all provisions of Municipal Code regarding the street improvements, and the Public Works Commissioner is recommending approval. As noted in past meetings, the City does not have any security or maintenance agreement in place that guarantees improvements once the City has accepted. I have discussed this with the City Attorney who may have further information to bring to the Board at the meeting. The Community Development Director meanwhile has suggested that we require construction deposits on each building permit application as a way to protect against damage to streets and sidewalks during home construction. We do not have this in place now and to do so would require some type of code amendment. I do feel some version of the maintenance agreement as drafted by the former Planning Director (Shawn Seymour) would be helpful.

I would defer to the City Attorney and Community Development Director for further discussion at the meeting.

7. Resolution 2020-44 Capital Improvements Sales Tax transfer. This Resolution authorizes a transfer of up to \$200,000 to pay costs associated with the Hogan Storm Water Phase 1 project. The transfer was budgeted and requires specific Board authorization here. We have been struggling to build a balance in this fund, which of course only began receiving revenues in late 2019. Once the Hogan Storm project is complete and paid for we should see this fund begin to solidify a bit.

8. Voluntary Flood Buyout Program update. I have made this an agenda item to provide an update to the Board. I had a Friday afternoon phone call with Meramec Regional Planning Commission to discuss the CDBG piece of the funding, and unfortunately we were advised to put actual acquisitions and contracts on hold for the time being. At this point we do not expect a long delay but there is an environmental clearance still pending that must be complete before going forward. I can provide further information to the Board at the meeting.

9. Budget report. I have been providing regular budget reports to the Board at recent meetings and will continue to do so going forward. With the City Clerk out this week I have not had a chance to review in detail, but will provide a status report Tuesday night. We did recently receive a \$13,009.88 payment from SEMA for the Round 1 Flood Buyout (last year). This is final payment and represents Project Management fees we claimed for the project, which is essentially my time spent in managing the program. This will be credited to General Fund, which in a sense will pay the costs of the fall Bulk Trash Pick-up.

10. HVAC maintenance agreement. The Community Development Director received a quote for annual maintenance of the HVAC system, which has caused repeated issues in past months. The agreement appears reasonable but I would defer to Mr. Kopp for further discussion on it at the meeting.

11. Preventive Pavement Maintenance 2020 update. We met with NB West recently to discuss the “game plan” for this project, and are awaiting a firm plan for traffic control / detour signage etc. The base repairs to Payne Street may start as early as next week; this should only require minor traffic disruption and frankly should be of no issue. The actual paving work on both Lamar and Payne however will require street closures for up to 4 hours. This of course will require close coordination with residents and businesses along each route. Cochran is managing the project for us and I have high confidence in their personnel to deliver the project with as limited disruption to businesses as possible. I will provide an update to the Board once the plan is in place and paving work is scheduled.

12. Bulk Trash pickup schedule. We have scheduled this for the weeks of Oct. 5 and 12, and will put information out to the public soon in the newsletter and through other channels. The program will essentially be managed in the same fashion as past years, with the west part of town picked up in Week 1, and the east side in Week 2.

13. Midwest Shingle Recycling (MSR) settlement, 90 Midwest Drive. The MSR owner and the City have executed a settlement agreement; a copy is in the packet. MSR has agreed to cease operations at the site. As noted in past reports, this is a positive outcome that would not have been achieved without the close coordination of the many affected businesses in Dailey Industrial Park.

14. IT program / new phones. We have made numerous upgrades in recent weeks, including new Police Department and City Hall servers, new network architecture, new fiber optimization throughout the building, etc. The new Nextiva phone system is now scheduled to go live in mid-September, with employee trainings scheduled for next week. As with any major change there will be glitches and “hiccups” but we will get through and will have much improved functionality once complete. I would credit the staff for their patience and cooperation in getting through this, which has caused disruptions at time. We have already begun discussions about next steps, which include Building Department software and possibly other City Hall software systems.

15. TAP grant application. This application was submitted by the deadline as required. East-West Gateway received three applications from Franklin County entities; a copy is in the packet. We feel it is a

worthy project and at the relatively low federal funds request (\$215K) feel it has a fair shot of being awarded.

16. Municipal Parks Grant Commission application. This application was filed August 28 as required. There are certain points available in the application scoring which we will not qualify for, so it remains to be seen how it will score. However we do feel it is a good application and are “cautiously optimistic” about its chances. I would note that the property appraisal has been ordered and we expect to receive in time for presentation at the Sept. 15 Board meeting.

17. Information items.

- **Franklin County 911 invoice.** This issue is still pending. We’ve received information since the August 18 meeting that would indicate there are prior agreements with the County that would relieve the City of any responsibility for certain 911 costs going forward. However we have not reached a definite conclusion with this matter yet. We will report further to the Board at the Sept. 15 meeting.
- **Park Board meeting rescheduled for Sept. 14.** The regular Park Board meeting date is Labor Day, so this meeting has been rescheduled for Sept. 14.
- **No Planning and Zoning Commission meeting Sept. 8.** At this point we do not expect to have a P-Z meeting Sept. 8; however we have a tentative development proposal that may be brought forward for the Sept. 22 meeting.

Respectfully submitted,



Steve Roth
City Administrator

RED CEDAR INN SIGN REHAB Proposal



Submitted by: Rich Dinkla, President, Missouri Route 66 Association

Prepared by: Lisa Troglio, Board Member, Missouri Route 66 Association (8/12/2020)

Overview

The Missouri Route 66 Association (forth stated as the “Association”) is pleased to submit this proposal to the City of Pacific, Missouri to repair the Red Cedar Inn neon sign located at 1047 E Osage St, Pacific, MO 63069 at **no cost to the City of Pacific**.

The Missouri Route 66 Association’s mission is to preserve, promote, and develop Historic 66 (The Main Street of America) in the Show-Me State. The Red Cedar Inn sign is a part of Route 66 history and needs to be repaired/restored before permanent damage occurs.

Repair will be conducted by Neon Time of St. Charles, MO (Owner David Hutson) who has a passion for Route 66. His prior work includes restorations for the Loop Trolley, Donut Drive-In, and Little Bevo.

Proposal Agreements

City of Pacific

- Remove sign from building and give temporary possession to the Association
- After repair is complete, restore sign to its original location and reconnect electricity
- Responsible for all electricity needs after install

Missouri Route 66 Association

- Drive sign to Neon Time for repair
- Pick up sign from Neon Sign after repair
- Release temporary possession back to City of Pacific

Signatures

Steve Roth, City Administrator
City of Pacific

Date

Lisa Troglio
Missouri Route 66 Association, Board Member

Date

BILL NO. 5042

ORDINANCE NO. _____

SPONSOR _____

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

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

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

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

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

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

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

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

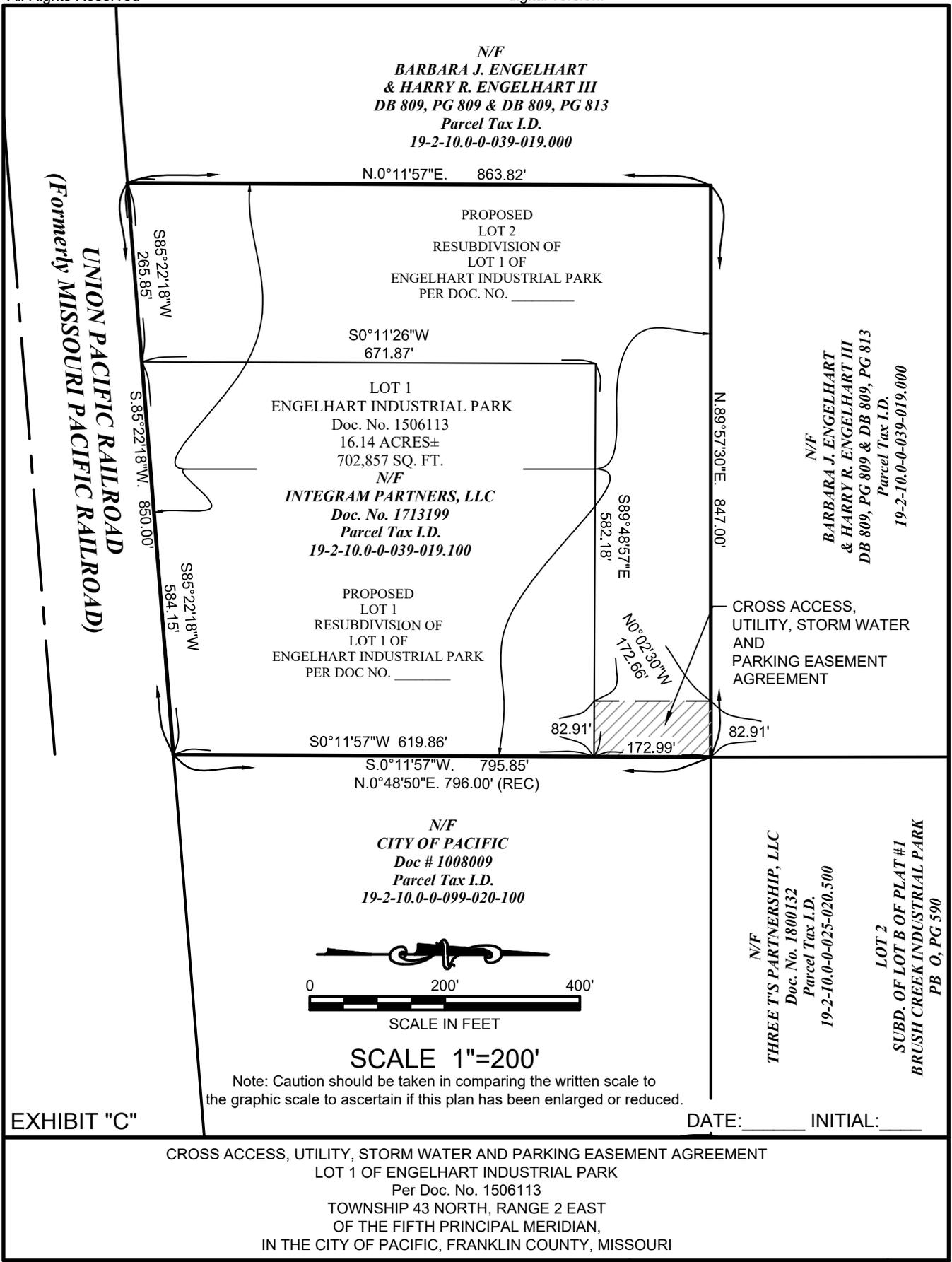
Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

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

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

ATTEST:

City Clerk



**UNION PACIFIC RAILROAD
 (Formerly MISSOURI PACIFIC RAILROAD)**

N/F
**BARBARA J. ENGELHART
 & HARRY R. ENGELHART III**
DB 809, PG 809 & DB 809, PG 813
Parcel Tax I.D.
19-2-10.0-0-039-019.000

N/F
THREE T'S PARTNERSHIP, LLC
Doc. No. 1800132
Parcel Tax I.D.
19-2-10.0-0-025-020.500

**LOT 2
 SUBD. OF LOT B OF PLAT #1
 BRUSH CREEK INDUSTRIAL PARK
 PB O, PG 590**

EXHIBIT "C"

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

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

Date of Document: _____, 2020

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

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

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

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

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

Reference Book and Page: _____ (Plat)

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

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

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

RECITALS

WITNESSETH:

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

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

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

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

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

STATEMENT OF AGREEMENT

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

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

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

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

3. Easements.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

WEST OSAGE PARTNERS, LLC

By: _____

Print Name:

Title: Manager

By: _____

Print Name:

Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF _____)

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

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

My commission expires:

Notary Public

CONSENT AND SUBORDINATION

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

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

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

[Insert Signature and Notary Block]

BILL NO. 5036

ORDINANCE NO. _____

SPONSOR: Nemeth

AN ORDINANCE REVISING THE REQUIRED QUALIFICATIONS FOR CITY MARSHAL.

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

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

Section 200.060 City Marshal, Training Requirements.

A. The Marshal/Chief of Police shall be twenty-five (25) years of age or older, a resident of the City of Pacific for at least one (1) year before being elected, a registered voter in the City before being elected and shall have paid all taxes and fees to the City of Pacific and not be in arrears for any unpaid City taxes, or forfeiture, or defalcation in office. Any person who is elected as City Marshal shall possess a Missouri Class "A" P.O.S.T Certificate because the same is required to patrol the streets in St. Louis County.

B. The elected Marshal shall serve as Chief of Police. In order to be sworn in as City Marshal/Chief of Police, a candidate:

1. Must have at least two (2) years of college except that five (5) years' experience in the law enforcement field can be substituted for one (1) year of college. Ten (10) years' experience would be rated the same as two (2) years of college.
2. Must have a valid driver's license.
3. Must not have been convicted of any felony.
4. Must have at least five (5) years' experience working as a Law Enforcement Officer to include at least two (2) years as a supervisor or commander of other Police Officers.

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

PASSED this _____ day of _____, 2020. _____

Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____

Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 5037

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 506 S. FIRST STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-003-238.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

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

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

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

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

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

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

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

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

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

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

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$102,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

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

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

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

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

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

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51793
Abstract No.: 133504

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

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

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

William Hass

Subject to the following:

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

Continued on next page

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

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

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

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

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

County Tax Amount for 2019: \$167.58, Delinquent

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

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

HILLSBORO TITLE COMPANY

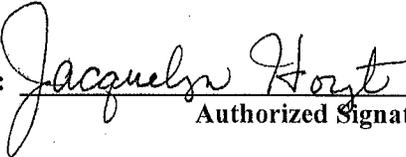
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.

7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.

8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.

9. **Application of Purchase Price Deductions for Flood Assistance Received.**

1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.

2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:

- 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
- 2) An amount equal to all net flood insurance proceeds received by the Seller.

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

BILL NO. 5038

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 321 EAST ORLEANS STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-149.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

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

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

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

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

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

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

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

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

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

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

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$129,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

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

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

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

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

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

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51786
Abstract No.: 133497

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

Lot 7, Block 35 of INK'S ADDITION TO THE TOWN (NOW CITY) OF PACIFIC, as per plat of record in Plat Book A, Page 14 in the office of the Recorder of Deeds of Franklin County, Missouri.

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

Allenton Foundation

Subject to the following:

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

Continued on next page

Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Allenton Foundation; Results: None found.

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

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

County Tax Amount for 2019: \$0.00, Paid

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

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

HILLSBORO TITLE COMPANY

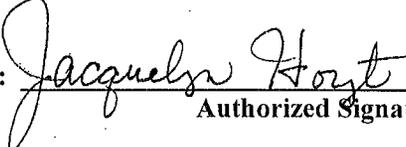
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.

7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.

8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.

9. **Application of Purchase Price Deductions for Flood Assistance Received.**

1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.

2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:

- 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
- 2) An amount equal to all net flood insurance proceeds received by the Seller.

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

BILL NO. 5039

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 422 SOUTH THIRD STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-003-228.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

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

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

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

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

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

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

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

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

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

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

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$17,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

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

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

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

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

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

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51788
Abstract No.: 68723

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

Lot 210 of the ORIGINAL TOWN (NOW CITY) OF PACIFIC, as per plat of record in Plat Book A, Page 14 in the office of the Recorder of Deeds of Franklin County, Missouri.

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

George Bright and Cheryl Bright, Husband and wife

Subject to the following:

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

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

Continued on next page

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

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

Parcel No: 19-1-12.0-4-003-228.000

County Tax Amount for 2019: \$216.65, Paid

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

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

HILLSBORO TITLE COMPANY

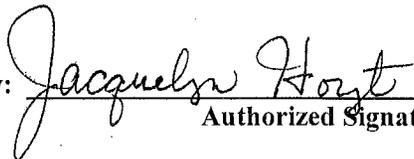
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

6. **Inspection of the Property.** The City, at its expense, shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to the Closing Date. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this Offer for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this offer. At the time Seller executes its acceptance of this Offer, it shall execute and deliver to the City the "City's Right to Enter and Test" attached hereto as Exhibit "A." The making of such investigations, inspections and inventories by the City, regardless of the outcome thereof, shall not affect the Seller's representations or warranties set forth in paragraph 20.

7. **Removal of Personal Property.** Prior to the Closing Date, the Seller, at its own expense, shall remove all personal property and equipment Seller desires to keep from the Property prior to the Closing Date, the Seller shall execute and deliver to the City the Certificate of Personal Property Removal attached as Exhibit "B." In the event the Seller fails to remove any such personal property and equipment prior to the Closing Date, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this paragraph.

8. **No Holdover Period For Occupants.** The Seller shall ensure that they and all other current occupants vacate the Property prior to the Closing Date.

9. **Application of Purchase Price Deductions for Flood Assistance Received.**

1. Prior to disbursing payment to the Seller, the City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees, and other costs incidental to the conveyance by the Seller of merchantable title and exclusive possession to the City. If the Seller's property is subject to the right of third parties in possession on the date of closing, the City may further withhold an amount estimated by the City to be necessary to put the City into possession, or at the City's option, it may postpone closing until satisfied that Seller can transfer possession to the City, and may deduct damages for the delay as provided in paragraph 16.

2. The Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA). In order to prevent the duplication of federal assistance made to flood disaster victims, FEMA and SEMA require that certain types of assistance received by the Seller for flood related damage be deducted from the Purchase Price. Pursuant to FEMA requirements, the following shall be deducted from the Purchase Price:

- 1) An amount equal to all FEMA Individual and Households (IHP) Program assistance received by the Seller and
- 2) An amount equal to all net flood insurance proceeds received by the Seller.

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

AMENDED BILL NO. 5040
SPONSOR: ___Nemeth___

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-21 WAGE AND SALARY SCHEDULE FOR APPOINTED OFFICIALS AND EMPLOYEES OF THE CITY OF PACIFIC

WHEREAS, the Board of Aldermen desires to amend the Wage and Salary Schedule previously adopted for the Fiscal Year 2020-21 budget;

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

SECTION ONE.

That the Board of Aldermen hereby amends the Wage and Salary Schedule in the Fiscal Year 2020-21 budget in the manner and form attached hereto as "Exhibit A" and made fully a part hereof by reference.

SECTION TWO.

That the rates of pay for employees as shown on the Wage and Salary Schedule shall become effective with the pay period commencing August 31, 2020.

SECTION THREE.

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

WAGE & SALARY SCHEDULE

FY 2021

All positions full-time (2080 hours) unless otherwise noted

General Administration	<u>Employee</u>	<u>Rate</u>	<u>Annual</u>
City Clerk	Barfield	\$27.92	\$58,074
Communications			
Supervisor	TBD	\$24.50 (not to exceed)	\$50,960

SPONSOR: Rahn

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY ST. LOUIS SKEET & TRAP CLUB REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE CITY OF PACIFIC, MISSOURI AND GENERALLY LOCATED AT 18854 FRANKLIN ROAD; ANNEXING SAID PROPERTY TO THE CITY; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION, AND REPEALING CONFLICTING ORDINANCES.

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 August 18, 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 St. Louis Skeet & Trap Club and located at 18854 Franklin Road 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:

A tract of land in United States survey No. 1897, and United States survey No. 3064, in Township 43 North, Range 3 East, in St. Louis County, Missouri. Said tract of land being a portion of that certain parcel conveyed to Emil L. and Elizabeth Wallach, and Daniel L. Wallach in Book 2286, page 353 of the St. Louis County, Missouri Recorder's Office.

Said tract of land being more particularly described as follows:

COMMENCING at a Calculated Point, in the South line of Franklin Road being the Northeast corner of the tract of land conveyed to Emil Wallach; etal, in Book 2286 page 353; Said Calculated Point also being the Northeast corner of a 20 foot wide strip of land, off of the East side of the said Wallach tract, conveyed to Von Der Ahe Truck and Trailer as recorded in Book 6610, Page 155 of the St. Louis County Missouri Recorder's Office; Said Calculated Point also being in the south line of the St. Louis and San Francisco Railroad Company right of way as acquired by Condemnation Suit No. X-1844; From which an Iron Pipe found for the Northwest corner of a tract of land owned by the Trustees of School District No. 8 as recorded in Book 6449 Page 2067 of the St. Louis County Missouri Recorder's Office, bears North 37 degrees 56 minutes 12 seconds East a distance of 43.26 feet;

THENCE with the South line of Franklin Road, South 38 degrees 03 minutes 31 seconds West, passing at a distance of 21.62 feet, a Calculated Point for the Northwest corner of the said 20 foot wide strip of land; Said Calculated Point being the Northeast corner of a triangular shaped tract of land conveyed to Mid-American Resorts in Book 8183 Page 2010; and continuing in all for a distance of 141.62 feet to an In Pipe found, with cap "C. Haskin L. S. 875", for the Northeast corner and the Point of Beginning of the herein described tract of land; said Iron Pipe being the Northwest corner of the aforementioned Mid-America Resorts tract of land;

THENCE, leaving the South line of Franklin Road and with the common line between the herein described tract of land and the said Mid America Resorts tract of land, South 32 degrees 56 minutes 13 seconds East, a distance of 1262.42 feet to an Iron Pipe set, with cap, for an angle point and the Southeast corner of the herein described tract of land; Said Iron Pipe being the Northern corner of that certain triangular tract of land described as Tract Three on the Boundary Survey performed by Stock & Associates Consulting Engineers, Inc. dated August 12, 1992;

THENCE, leaving the said common line and crossing the said Wallach tract same being the common line between the herein described tract of land and Tract Three of the aforementioned Boundary survey of Stock & Associates, South 21 degrees 04 minutes 31 seconds West, a distance of 1027.21 feet to an Iron Pipe set, with cap, on the South line of the remaining portion of the Said Wallach tract and on the North line of a tract of land owned, now or formerly, by Stephen Powell as recorded in Book 7400 Page 2464 of the St. Louis County, Missouri Recorder's Office; Said Iron Pipe being the common Western corner between the herein described tract of land and Tract Three; of the aforementioned Boundary survey of Stock Associates;

THENCE, with the common line between the herein described tract of land and the said Stephen Pc ell tract, South 61 degrees 33 minutes 54 seconds West, a distance of 805.78 feet to an Iron Pipe set, with cap, for the Southwest corner of the herein described tract;

THENCE, leaving the North line of the Powell tract and crossing the Wallach tract with the common line between the herein described Tract of land and Tract Four of the aforementioned Boundary Survey of Stock Associates with the following three (3) courses and distances:

1) North 26 degrees 40 minutes 49 seconds West, a distance of 508.99 feet to an Iron Pipe set, with cap, for an angle point,
2) North 21 degrees 04 minutes 31 seconds East a distance of 500.31 feet to an Iron Pipe set, with cap, for an angle point,
and

3) North 68 degrees 55 minutes 29 seconds West, a distance of 611.77 feet to an Iron Pipe set, with cap, on the South line of Franklin Road, for the Northwest corner of the herein described tract; Said Iron Pipe being the Northeast corner of Tract Four of the aforementioned Boundary Survey of Stock & Associates;

THENCE, with the common line between the herein described tract of land and the South line of Franklin Road, a distance of 342.65 feet along the arc of a curve to the left having the following elements: Radius = 3041.59 feet, Delta = 06 degrees 27 minutes: 17 seconds, and a Chord which bears North 41 degrees 17 minutes 10 seconds East, a distance of 342.47 feet to an Iron Pipe set, with cap, for a Point of Tangency;

THENCE, continuing with the said common line, North 38 degrees 03 minutes 31 seconds East, a distance of 1273.49 feet to the Point of Beginning.

Together with all improvements thereon known and numbered as: 18854 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

RESOLUTION NO. 2020-40

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

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

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

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

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

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

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

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

Steve Myers, Mayor

ATTEST:

City Clerk

NOTE: These provisions were included in Bill 4013, a larger amendment to the City's Land Subdivision Regulations. These regulations had gone through public hearing, P-Z Commission review and a first reading by the Board of Aldermen before being tabled.

E. Performance Guarantee.

Compliance with the regulations herein as to the extent and the manner in which the streets of the subdivision or any designated portions thereto shall be graded and improved, as well as the extent and manner of the installation of all utility facilities, are conditions precedent to the approval of the plat. However, in lieu of the developer's completion of the work and installations before final approval of a plat, the Board of Aldermen, at its sole discretion, may accept a bond or escrow in the form of cash or a letter of credit (hereinafter "performance guarantee") in an amount and with surety and other reasonable conditions providing for and securing the actual construction and installation of the improvements and utilities within a period specified by the Board and expressed in the performance guarantee.

1. Performance guarantee.

After the improvement plans have been approved and all inspection fees paid, but before approval of the record subdivision plat, the developer shall guarantee the completion of improvements required by the approved improvement plans ("required improvements") of such improvements as required herein. Except as provided in Subsection (2) below, the developer shall complete the improvements in accordance with the approved improvement plans under the observation and inspection of the appropriate public agency agreement unless, upon application to the City and at the City's sole discretion, the City agrees to allow the developer to establish a deposit under a deposit agreement with the City guaranteeing the construction, completion and installation, as required herein, and for the improvements shown on the approved improvement plans within the improvement completion period approved by the City, which shall not exceed two (2) years.

2. Exceptions.

The City may require any specific improvement to be installed prior to approval of the record plat where failure to install such improvement prior to further development could result in damage to the site or surrounding properties.

3. Performance guarantee options.

Performance guarantees required by this Section shall be in conjunction with a deposit agreement and may be in the form of cash or letter of credit as follows:

a) Cash deposited with the City Clerk to be held in an interest-bearing account dedicated for that purpose with all interest accruing to the City to offset administrative and other costs of maintaining the cash deposits;

b) An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City Attorney. The instrument may not be drawn on any financial institution with whom the developer or a related entity has any ownership interest or with whom there is any joint financial connection that creates any actual or potential lack of independence between the institution and the developer. The letter of credit shall provide that the issuing institution will pay on demand to the City such amounts as the City may require to fulfill the obligations herein and may be reduced from time to time by a writing of the City Clerk. The letter of credit shall be irrevocable for at least one (1) year and shall state that any balance remaining at the expiration shall automatically be deposited in cash with the City Clerk, unless a new letter of credit is issued and agreed to by the City or the City issues to the institution a written release of the obligations for which the letter of credit was deposited. The developer shall pay a non-refundable fee of two hundred dollars (\$200.00) to the City or as otherwise established by the Board, with submission of a letter of credit and the same fee for any amendment or extension thereto, to partially reimburse the City's administration and review costs in accepting and maintaining such letter of credit.

i) The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this Section may appeal to the Board of Aldermen to request the City to accept the posting of such bond. The Board of Aldermen may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

ii) The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this Section of the subdivision ordinance.

4. Amount of deposit.

The amount of the deposit required by this chapter shall be calculated as follows:

a) Construction Deposit. The deposit required of a developer establishing a deposit agreement pursuant to this Section shall be, in addition to the separate maintenance deposit sum, in the amount of one hundred ten percent (110%) of the Department estimate of the cost of the construction, completion and installation of the required improvements. The City Engineer shall adopt, to the extent practical, schedules reflecting current cost estimates of typically required improvements.

b) Maintenance Deposit. The deposit required of a developer pursuant to this Section for maintenance obligations shall be in the amount of ten percent (10%) of the Department estimate of the cost of the construction, completion and installation of all required improvements. The maintenance deposit shall be established by cash sum or submission of a separate letter of credit.

c) Where certain improvements are installed and approved by the City prior to approval of the record plat pursuant to Subsection E.2. above, the gross amount for the construction deposits shall be reduced by the estimated cost of such improvements.

5. Construction Deposit agreement — releases.

The performance guarantee deposit agreement shall be entered into with the City, shall require the developer to agree to fulfill the obligations imposed by this Section and shall have such other terms as the City Attorney may require consistent with this Section. The agreement shall authorize the designated City Official to release the cash or reduce the obligation secured under the letter of credit as permitted herein. Such releases or reductions may occur upon completion, inspection and approval by the Board of all required improvements within a category of improvements or may occur from time to time as work on specific improvements is completed, inspected and approved, provided however, that:

a) Releases — general. The City shall release the construction deposit cash or release the letter of credit as to all or any part of its obligation only after construction, completion and installation of some phase of work on the improvements indicated on the approved improvement plans, receipt of requisite written notification from the appropriate inspecting public authority and approval by the City Administrator; and only in the amounts permitted herein.

Inspection requests. The Department of Public Works shall inspect each category of improvement or utility work within twenty (20) business days after a request for such inspection has been filed with the department by the developer and no inspection shall be required until such request is received by the department. For purposes of this Section, an "inspection request" shall constitute and occur only on a completed written request on a form that shall include:

i) The category of improvement requested to be inspected (as shown in the applicable deposit agreement or approved City estimate form);

ii) An engineer's certification that the category of improvement has been installed and on the date of inspection application is maintained and in conformance with the final approved improvement plans and all applicable requirements thereto and is therefore ready for inspection; and

iii) A verified statement from the representative officer of the developer attesting that the information in the inspection request is true and accurate. Nothing herein shall preclude the department from completing additional inspections at its discretion or as a courtesy to the developer.

b) Extension of completion period. If, at the end of the improvement completion period, all the improvements shown on the approved improvement plans have not been completed, the developer may request and the Board of Aldermen may grant an extension to the improvement completion period as set forth in the deposit agreement for a reasonable time as determined by the Board of Aldermen if after review by the City such longer period is deemed necessary to facilitate adequate and coordinated provisions for transportation, water, sewerage, schools, parks, playgrounds or other public improvements, facilities or requirements so long as all guarantees are also extended and approved by the City Attorney; provided that the City may require as a condition of the extension execution of a new agreement, recalculation of deposit

amounts or satisfaction of new Code requirements or other reasonable conditions as may be needed to ensure that the extended agreement fully complies with the terms of this Section.

c) Construction deposit releases. After an inspection of any specific improvements, the City may at its discretion release up to ninety-five percent (95%) of the original sum deposited for the construction of such specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the City after completion of any component of the guaranteed improvements (i.e., less than all of the improvements in a given category), the remaining amount held for any category of improvements for the entire subdivision shall be released within thirty (30) days of completion of all of the improvements in such category of improvement, minus a retention of five percent (5%) that shall be released only upon completion of all improvements for the subdivision. The City shall establish the improvement categories, which may consist of improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components and line items shall in no way modify or reduce the developers guarantee as to all required improvements, irrespective of any release or completion of any category or underlying component or line item. All improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire subdivision has been constructed as required, (2) the developer has notified the Commission of Planning and Zoning in writing that it has finished work on all components of the category, provided all necessary or requested documentation and requests an inspection, (3) the developer is not in default or in breach of any obligation to the City under this Section, including, but not limited to, the City's demand for deposit of additional sums for the subdivision, and (4) the inspection has been completed and the results of the inspection have been approved in writing by the City and/or its agents.

d) Effect of release — continuing obligations. The developer shall continue to be responsible for defects, deficiencies and damage to public streets and other required improvements during development of the subdivision. No inspection approval or release of funds from the construction deposit as to any component or category shall be deemed to be City approval of improvement or otherwise release the developer of its obligation relating to the completion of the improvements until the final subdivision release on all construction improvements is issued declaring that all improvements have in fact been constructed as required. Inspection and approval of any or all required improvements shall not constitute acceptance of the improvement by the City as a public improvement for which the City shall bear any responsibility.

e) Deficient improvements. No approval of required improvements shall be granted for improvements that fail to meet the specifications established herein or otherwise adopted by the City.

f) Final release. Upon final inspection and approval of all required improvements, the remaining amount of the construction deposit shall be released; provided that no such funds shall be released on a final inspection until the development of the subdivision is complete as determined by the City.

g) Appeals. If the developer believes that a release or certificate of completion has been improperly denied, an appeal shall be filed with the Board of Adjustment

who shall sit as the Board of Administrative Appeals to hear such disputes and no such denial shall be deemed final until such appeal procedure has been exhausted.

6. Maintenance Guarantee

a) Scope And Duration. Upon commencement of installation of the required improvements within the subject subdivision, the developer shall be responsible for the maintenance of the improvements, including, but not limited to: undeveloped lots, streets, sidewalks, trees, common areas, erosion and siltation control, and storm and drainage facilities, until: (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance/approval of all required improvements by the City, whichever is longer, subject to the deposit agreement. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the City or appropriate agency for dedication. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance. The maintenance requirements and procedures for improvements guaranteed by any and all other sureties required of a developer pursuant to this Section shall be as set forth in this chapter.

b) Maintenance Deposit — Amount — Use

i) The maintenance deposit shall be retained by the City to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Subsection 7., 8., 9., & 10. and other remedies of this chapter, shall be subject to the immediate order of the Director to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the City, or its agents. Where the amount of maintenance deposit remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the City for maintenance, the Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer in any form permitted for an original deposit.

ii) In determining the amount of maintenance deposit that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director may approve such further releases if it is determined in his or her

discretion, after inspection of the improvements, that the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

c) Final Maintenance Deposit Release. Upon expiration of the maintenance obligations established herein, the Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations, including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

7. Acceptance And Final Approval.

Before the developer's obligation to the City of Pacific is terminated, all required improvements shall be constructed under the observation and inspection of the inspecting agency and accepted for maintenance or given final approval by the City of Pacific.

8. Failure to complete improvements.

The obligation of the developer to properly construct, install and preserve the improvements as indicated on the approved improvement plans shall not cease until the developer shall be finally released by the City. If, after the initial improvement completion period or after a later period as extended pursuant to this Section, the improvements indicated on the approved improvement plans are not constructed, completed, installed, preserved and accepted as required or if the developer shall violate any provision of the deposit agreement, the City may ask the developer to show cause within not less than ten (10) days why the developer should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the developer in the subdivision during any period in which the developer is in violation of the performance guarantee deposit agreement or subdivision code relating to the subdivision. If the developer fails to cure any default or present compelling reason why no default should be declared, the City shall declare the developer in default and may take any one (1) or more of the following acts:

a) Deem the balance under the performance guarantee deposit agreement not theretofore released as forfeited to the City, to be then placed in an appropriate trust and agency account subject to the order of the City for such purposes as letting contracts to bring about the completion of the improvements indicated on the approved improvement plans or other appropriate purposes in the interest of the public safety, health and welfare; or

b) Require the developer (or its agent) to pay to the City the balance of the performance guarantee not theretofore released; or

c) Require the developer to submit an additional cash sum sufficient to guarantee the proper completion of the improvements as indicated on the approved improvement

plans after recalculation to allow for any increased actual costs of constructing, reconstructing, removing and/or replacing the improvements.

The failure of a developer to complete the improvement obligations within the time provided by the agreement (or any extension granted by the City) and including the payment of funds to the City due to such failure or an expiration of a letter of credit shall be deemed an automatic act of default entitling the City to all remedies provided in this Section without further or prior notice. It shall be the sole responsibility of the developer to timely request an extension of any deposit agreement if the improvements are not completed in the original time period provided by the deposit agreement and no right to any extension shall exist or be assumed.

9. Other remedies for default. If the developer or its agent fails to comply with the City's requirements for payment as described above or fails to complete the improvements as required or otherwise violates the deposit agreement provisions and there is a risk that development will continue in the subdivision without the timely prior completion of improvements or compliance with deposit agreement provisions, the City may in addition or alternatively to other remedies:

a) Suspend the right of anyone to build or construct on the undeveloped portion of the subdivision. For the purpose of this Subsection, the "undeveloped portion of the subdivision" means all lots other than lots which have been sold for personal use and occupancy or are under bona fide contract for sale to any person for personal use or occupancy. The City shall give the developer ten (10) days' written notice of an order under this Subsection, with copies to all sureties, as appropriate, who have outstanding obligations for any undeveloped portion of the subdivision, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the City is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the City shall order construction suspended on the undeveloped portion of the subdivision. The order shall be served upon the developer, with a copy to the issuer of the surety as appropriate, and a copy recorded with the Recorder of Deeds. Public notice of said order shall be conspicuously and prominently posted by the City at the subdivisions or lots subject to said order. The notice shall contain the following minimum language which may be supplemented at the discretion of the designated City Official:

i) If said notice is for a subdivision:

THIS SUBDIVISION, (name of subdivision), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF PACIFIC. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SUBDIVISION UNTIL SUCH TIME AS THE CITY OF PACIFIC REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO CHAPTER 410, CITY OF PACIFIC MUNICIPAL CODE.

ii) If said notice is for a lot:

THIS LOT, (lot number), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF PACIFIC. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS LOT UNTIL SUCH TIME AS THE CITY OF PACIFIC REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO CHAPTER 410, CITY OF PACIFIC MUNICIPAL CODE.

The suspension shall be rescinded in whole or in part only when the City is convinced that completion of the improvements is adequately assured in all or an appropriate part of the subdivision; or

b) Suspend the rights of the developer or any related entity to construct structures in any development platted after the effective date of such suspension throughout City and such incorporated areas as are under City jurisdiction. The City shall give the developer ten (10) days' written notice of an order under this clause, with a copy to sureties known to the City to have obligations outstanding on behalf of the developer or related entities, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the City is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the City shall order construction suspended. The order shall be served upon the developer, with a copy to the surety as appropriate, and a copy recorded with the Recorder of Deeds. The suspension shall be rescinded only when the City is convinced that completion of the improvements is adequately assured.

10. Suspension of development rights. From and after the effective date of this Section, if a developer or any related entity has a subdivision development improvement guarantee that is in default, as determined by the City, including any escrow or bond under any prior enactment of this Section:

a) The City shall be authorized, but not be limited, to thereafter pursue the remedies of Subsection (7) of this Section; and

b) The rights of the developer or any related entity to receive development approval, which approval shall include, but not be limited to, approval of any plat or deposit agreement for new or further development in the City, shall be suspended. The suspension shall be rescinded only when the City is convinced that completion of the improvements is adequately assured.

11. Additional remedies. If any party fails to comply with any obligation of this Section, the City may recommend that the City Attorney take appropriate legal action and may also withhold any building or occupancy permits to this developer or related entities until such compliance is cured. The City shall also have the right to partially or wholly remedy a developer's deficiencies or breached obligations under this Code by setoff of any funds or assets otherwise held by the City or the developer to the maximum extent permitted by law. Such setoff shall occur upon written notice of such event by the City to the developer after the developer has failed to timely cure the deficiencies. It shall be deemed a provision of every deposit agreement authorized under this Chapter 410 that the developer shall pay the City's costs, including reasonable attorney's

fees, of enforcing this Section or any agreement thereunder in the event that the developer is judicially determined to have violated any provision herein or in such agreement. The developer may appeal any decision taken pursuant to this Section by filing an appeal under the City's administrative review procedure.

12. Related entities. For purposes of this Section, "related entity" has the following meaning: a developer is a "related entity" of another person:

- a) If either has a principal or controlling interest in the other; or
 - b) If any person, firm, corporation, association, partnership or other entity with a controlling interest in one has a principal or controlling interest in the other.
- The identification of related entities shall be supported by documentation from the Secretary of State's office, Jefferson City, Missouri.

Section 410.060 Non-Residential Subdivisions.

A. In addition to the principles and standards of this Chapter, which are appropriate to the planning of all subdivisions, the developer of a subdivision intended for non-residential use shall demonstrate to the satisfaction of the Commission that the street, parcel and block pattern proposed is specifically adapted to the uses anticipated and is compatible with other uses in the vicinity. For such proposals, the following principles and standards shall be observed:

1. Proposed industrial parcels shall be suitable in area and dimensions to the type or types of industrial development anticipated.
2. Street right-of-way and pavement shall be adequate to accommodate the type and volume of traffic anticipated.
3. The Commission may impose special requirements with respect to street, curb, gutter, street light, planting, sidewalk, utility and other improvements to meet special needs.
4. Lots which are platted adjacent to residential uses or residential zoning districts shall have increased width, depth and/or area to provide adequate space for screening and/or buffering as required by this Title.
5. No street shall be platted which connects to a minor existing street which has residential zoning districts on both sides.

RESOLUTION NO. 2020-44

A RESOLUTION TO AUTHORIZE TRANSFER OF FUNDS FROM THE CITY’S CAPITAL IMPROVEMENTS SALES TAX FUND TO THE CITY’S PARKS AND STORM WATER FUND TO PAY EXPENSES RELATED TO CERTAIN CAPITAL IMPROVEMENTS PROJECTS IN THE CITY OF PACIFIC

WHEREAS, the adopted Fiscal Year 2021 budget includes certain fund transfers to pay expenditures related to certain Capital Improvement projects, including the Hogan Storm Water Phase 1 project;

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

SECTION 1. A transfer of funds in an amount not-to-exceed \$200,000 from the Capital Improvements Sales Tax Fund to the Parks & Storm Water Fund is hereby authorized and approved, for the purposes of paying certain expenditures related to the Hogan Storm Water Phase 1 project.

SECTION 2. The City Clerk is hereby authorized and directed to provide for the transfer of funds as herein provided.

Adopted by the Board of Aldermen and approved by the Mayor on this 1st day of September, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

Community Development: Supplemental Report

Our Building Inspector responded to a house fire on 8/25. No people were injured and the structure has been appropriately posted.

Building Maintenance

- Staff met with four different contractors to get bids for social media broadcasting cameras in the Council Chambers. We are currently waiting to receive the bids.
- The HVAC contractor SMCI spent several days diagnosing why two occupied offices would not receive cooled air. After determining there were no leaks, the system was recharged, a few diffusers were removed and this has helped.

It was also discovered that one fan coil unit has an inoperable motor. The bid to replace the motor is \$909. This controls four vents on the Community Development side of the City Hall and affects the overall balancing of the building's system.

- RTU 2 has not been working and was turned off. This unit supplies fresh air into city hall. It was determined that RTU 2 has a bad compressor, one bad condenser fan motor, the coil needs to be cleaned, and it needs new filters.
- We have received a bid from SMCI for an HVAC Annual Maintenance Plan.

They offered a 12 or 36 month plan.

- o It includes the filter replacement and coil cleaning recommended for RTU 2.
 - o There is no price break for the 36 month plan other than a 5% discount if paid in full at \$23,700.
 - o We have a high-end heating and cooling system. We've recently identified inoperable components that could have possibly been caught sooner or prevented if a maintenance plan was in place.
 - o I recommend the 12 month plan at \$7,900 to see how things go.
- 4 missing window screens at City Hall are scheduled to be replaced Sept 9th
 - New key blanks have been ordered and received. We'll now determine what keys to have cut for City Hall and PD doors.

Thank you



EXCELLENCE PREVAILS – SINCE 1980



Planned Maintenance Program

Prepared For:

Presented by:

Larry Krodinger

President

Commercial Estimator



EXCELLENCE PREVAILS – SINCE 1980

Subject: V.I.P. Planned Maintenance Proposal

As a valued client in our Planned Maintenance program; you have qualified for an upgrade to our optional 3-year VIP Program. This will secure your program rate for 36 months and omit the renewal process every 12 months. Our VIP clients will receive a 5% total discount on any system or unit replacements in which we will provide on a time & material basis. (On equipment within this contract)

Enclosed, please find a copy of your proposed **V.I.P. Planned Maintenance Agreement**. **In order to keep your equipment in a continuous Planned Maintenance cycle, please return your signed agreement within fourteen (14) days of receipt.** (We cannot guarantee your planned maintenance cycle will remain the same if agreement is late.)

Our commitment is to provide flexible, customized and tailored services to meet your needs. As part of your team, SMCI will provide guidance, support, and professionalism to the furthest extent possible.

We sincerely thank you for your consideration and look forward to our continued partnership in 2020.

Sincerely,

A handwritten signature in black ink that reads 'Larry Krodinger'.

Larry Krodinger
President \ Commercial Estimating
Larry.Krodinger@smcihvac.com



PO Box 700 - 1661 Veterans Drive - De Soto, MO 63020 636.337.2150 - www.smcihvac.com

EXCELLENCE PREVAILS – SINCE 1980

Scope of Services:

- Brush condenser coil
- Clean evaporator coil if required and accessible
- Test starting capabilities
- Adjust and clean blower components
- Monitor voltage/amperage
- Tighten electrical connections
- Measure heating/cooling transfer capabilities
- Check refrigerant pressure
- Clean condensate drains
- Oil fan motors when applicable
- Test and adjust safety controls
- Replace blower motor belts
- Lubricate moving parts when applicable
- Clean and/or Replace Air Filters
- Consumables-Oil-Grease-Contact Cleaner

Note: Throughout the first inspection if any heating or cooling units are found to be in unsatisfactory condition they will be excluded from the planned maintenance program until owner makes repairs to units and places units in operating condition. (This work will be billed at a rate over and above the Planned Maintenance Program)

Initials _____

Emergency Calls:

- Any service calls that come in after 3:30 pm are considered overtime calls.
- 3:30 – 8 pm, Monday thru Friday, is considered regular overtime hours.
- Calls that come in after 8 pm, if considered critical (hospitals, data rooms, etc.), will be addressed immediately the same evening, otherwise the answering service will forward the call to the service department to be addressed on the next business day.
- Any service calls dispatched after regular business hours; will be subject to a minimum charge of \$200.00.
- Regular overtime labor is billed at time and a half.
- Saturday, Sunday, or holiday labor is billed at double time.
- SMCI will require a one-time diagnostic fee charge of \$75 on commercial businesses for any non-agreement service visits.

Billing:

You will be billed after each inspection. Terms are net due within 10 days after invoicing; there is a 2% interest fee per month on all invoices not paid within 30 days. To pay online go to www.smcihvac.com and click “**pay online**”, you are able to pay by Check or Credit Card. You may also call the office to pay your invoice with a check or credit card by phone.

Benefits & Discounts:

- 10% discount on any repairs*
 - 5% discount on system replacements*
 - 5% discount on 3 yr. plan if paid in full at acceptance.
 - Lower utility bills
 - Priority service on equipment under contract
 - Extend Equipment Life
 - Reduce Repairs
 - Inflation protection
 - Trained technicians
 - Maintain Peak Equipment Performance
 - Extend equipment life expectancy
 - Minimize expensive repairs
 - Minimize system down times.
 - Maximize system efficiencies.
- (* - On equipment within contract)

V.I.P. PLANNED MAINTENANCE AGREEMENT

FOR

This proposal is for a maintenance agreement on the following heating & cooling equipment:

- | | |
|---|---|
| <input type="checkbox"/> Roof Top Unit(s)
<input type="checkbox"/> Ductless Split System(s)
<input type="checkbox"/> Gas Fired Unit Heater(s)
<input type="checkbox"/> Makeup Air Unit(s)
<input type="checkbox"/> Air Handler(s)
<input type="checkbox"/> Electronic Filter/Cleaner(s)
<input type="checkbox"/> General Exhaust Fan(s)
<input type="checkbox"/> Kitchen Hood Exhaust Fan(s)
<input type="checkbox"/> Fan Powered Terminal(s)
<input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/> Gas Furnace(s)
<input type="checkbox"/> AC Condenser(s)
<input type="checkbox"/> Evaporator Coil(s)
<input type="checkbox"/> HP Condenser(s)
<input type="checkbox"/> Cooling Tower(s)
<input type="checkbox"/> Boiler(s)
<input type="checkbox"/> Circulating Pump(s)
<input type="checkbox"/> Infra-Red Tube Heater(s)
<input type="checkbox"/> De-Humidifier(s)
<input type="checkbox"/> Humidifier(s) |
|---|---|

Please initial in the box below to indicate the service you would like.

12 MONTH VIP	<div style="background-color: yellow; width: 50px; height: 15px; margin: 0 auto;"></div> <i>Initial</i>	<p>SHEET METAL CONTRACTORS, INC. will perform () Planned Maintenance trips @ \$_____ for each trip or a total of \$_____ per 12 month period from date agreement is signed. These trips only include a brush cleaning of condenser coils. Any parts found inoperative will be invoiced separately from planned maintenance agreement.</p>
	<div style="background-color: yellow; width: 50px; height: 15px; margin: 0 auto;"></div> <i>Initial</i>	<p>SHEET METAL CONTRACTORS, INC. will wash condenser coils 1x during one of the spring planned maintenance trips at an additional rate of \$_____.</p>

Please Supply your email for ease in communications:

SMCI Representative
 Authorized Signature *Samy Goodinger* Date _____

Customer Acceptance
 Signature _____ Date _____

This planned maintenance program is to begin when signed and continue one full year from date, unless canceled in writing by either party with 30 day notice prior to next P.M. visit.

V.I.P. PLANNED MAINTENANCE AGREEMENT

FOR

This proposal is for a maintenance agreement on the following heating & cooling equipment:

- | | |
|---|--|
| <p>___ Roof Top Unit(s)</p> <p>___ Ductless Split System(s)</p> <p>___ Gas Fired Unit Heater(s)</p> <p>___ Makeup Air Unit(s)</p> <p>___ Air Handler(s)</p> <p>___ Electronic Filter/Cleaner(s)</p> <p>___ General Exhaust Fan(s)</p> <p>___ Kitchen Hood Exhaust Fan(s)</p> <p>___ Fan Powered Terminal(s)</p> <p>___</p> <p>___</p> | <p>___ Gas Furnace(s)</p> <p>___ AC Condenser(s)</p> <p>___ Evaporator Coil(s)</p> <p>___ HP Condenser(s)</p> <p>___ Cooling Tower(s)</p> <p>___ Boiler(s)</p> <p>___ Circulating Pump(s)</p> <p>___ Infra-Red Tube Heater(s)</p> <p>___ De-Humidifier(s)</p> <p>___ Humidifier(s)</p> |
|---|--|

Please initial in the box below to indicate the service you would like.

36 MONTH VIP	<div style="background-color: yellow; width: 40px; height: 20px; margin: 0 auto;"></div> <p style="font-size: 10px; color: black;">Initial</p>	<p>SHEET METAL CONTRACTORS, INC. will perform () Planned Maintenance trips @ \$_____ for each trip or a total of \$_____ per 36 month period from date agreement is signed. These trips only include a brush cleaning of condenser coils. Any parts found inoperative will be invoiced separately from planned maintenance.</p>
	<div style="background-color: yellow; width: 40px; height: 20px; margin: 0 auto;"></div> <p style="font-size: 10px; color: black;">Initial</p>	<p>SHEET METAL CONTRACTORS, INC. will wash condenser coils 3x during each one of the spring planned maintenance trips at an additional rate of \$_____.</p>

Please supply your email for ease in communications:

SMCI Representative
 Authorized Signature *Samy Krodinger* Date _____

Customer Acceptance
 Signature _____ Date _____

This planned maintenance program is to begin when signed and continue three full years from date, unless canceled in writing by either party with 30 day notice prior to next P.M. visit.



PUBLIC WORKS REPORT

JULY 6 - AUGUST 28, 2020

- DAILY WATER/SEWER ROUNDS
- DAILY WATER/SEWER ONE CALL LOCATES
- DAILY SERVICE CALL SHEETS
- MONTHLY WATER SHUT OFF LIST (NOT DONE DUE TO COVID-19)
- MONTHLY SAFETY MEETINGS
- METER READING
- METER CHANGING/REPAIRS
- ROUTINE WATER SAMPLING
- ROUTINE SEWER SAMPLING
- MONTHLY SEWER REPORTS
- DAILY PARK CLEANING, WEEKLY INSPECTIONS
- WATER TAPS AND SEWER INSPECTIONS FOR NEW HOMES
- ROUTINE MAINTENANCE OF EQUIPMENT AND VEHICLES INCLUDING POLICE CARS
- BRUSH AND BAGS PICKUP
- PATCHING POT HOLES IN STREETS
- REPLACING STREET SIGNS & STOP SIGNS
- MONTHLY SMITH FOODS SEWER BILLING
- GRASS MOWING
- SICKLE MOW STREET EDGES
- PAINTING HYDRANTS
- WATERING BIG FOOT PLAZA REGULARLY
- WEED SPRAY BASEBALL FIELDS AT CITY PARK, ADDED DIRT TO FIELDS
- SOLD 14 SURPLUS ITEMS ON GOVDEALS.COM TOTALING \$22,760.50. VEHICLES & EQUIPMENT
- OSAGE WATER MAIN INSPECTIONS, WORK WITH CONTRACTOR
- DUG UP AND REPAIRED STORM PIPE 1917 ROSE LANE, SINK HOLE
- FIXED FLOOD BUY OUT LOT YARDS, SINK HOLES
- LOADED AND HAULED OFF METAL SCRAP AND TRASH FROM LAGOON DUMP SITE
- MEETINGS WITH CONTRACTOR FOR WELL #3/MAINTENANCE BUILDING GENERATOR. REMOVED OLD CONCRETE PAD AT MAINTENANCE BUILDING
- CLEARED LIMBS AT BLACKBURN PARK FOR BETTER SIGHT LINES
- REPLACED INLET TOP AT 1966 OLD GRAY SUMMIT ROAD
- REPLACED CONCRETE SECTION OF DRIVEWAY AT 2305 SILVER LAKES, SETTLED AT WATER VALVE
- REPLACED SIDEWALK SECTIONS AT 2050 OLD GRAY SUMMIT ROAD

- REPLACED SIDEWALK SECTIONS AT 48 CEDAR DR
- REMOVED AND FIXED URINAL AT CITY HALL, NOT DRAINING
- REPLACED TAP SADDLE ON WATER MAIN AT 61 CEDAR BROOK
- FLUSHED AND TESTED NEW MAIN AT 525 ROUTE 66 BUSINESS PARKWAY
- REMOVED DRYWALL AT ENTRANCE OF CITY HALL FROM WATER DAMAGE
- REPLACED WATER CURBSTOP VALVE AT 61 CEDAR BROOK AND FLOOD BUYOUT LOT CONGRESS AND ELM
- MEETINGS, INSPECTIONS, WORK WITH CONTRACTOR FOR NEW BLOWERS INSTALLATION AT LAGOON. DELIVERED NEW BLOWERS, BROUGHT OLD BLOWER TO MAINTENANCE BUILDING ALONG WITH ALL ELECTRICAL COMPONENTS REMOVED
- REPLACED SIDEWALK SECTIONS 1966 OLD GRAY SUMMIT RD AND IN FRONT OF RIVERBEND SCHOOL
- DUG OUT AND POURED TWO FOOTINGS AND NEW CONCRETE SLAB FOR THREE NEW PARK BENCHES AT LIBERTY FIELD, JENSEN POINT AND BLACKBURN PARK
- PUT UP COVID-19 SIGNS AROUND TOWN
- DUG OUT AND POURED 24" CONCRETE ANCHORS FOR FLOATING COVER AT LAGOON
- REPLACED SIDEWALK SECTIONS 61 CEDAR BROOK
- INSTALLED SEVEN NEW "NO LITTERING" SIGNS ALONG DENTON RD, INDUSTRIAL AND JEFFERSON
- BRUSH HOG WATER AND SEWER EASEMENTS
- BRUSH PICK UP FROM STORMS
- ROCK IN DITCHES BEHIND BRUSH CREEK LIFT STATION IN WATER AND SEWER EASEMENTS
- REPLACED ASPHALT 800 BLOCK N 1ST FROM WATER MAIN INSTALLATION TRENCH
- 6" WATER MAIN BREAK REPAIR 35 CEDAR BROOK
- AMEREN SET NEW POLE FOR JENSEN POINT, WE RAN 3" CONDUIT TO NEW POLE. AMEREN SET TRANSFORMER AND WE NOW HAVE ELECTRIC TO JENSEN POINT
- MOVED 4" WATER MAIN OUT OF WAY ON W. ST. LOUIS STREET AND NEW TAP AND MOVED WATER MAIN ON MARCIA FOR NEW STORM PIPES. CUSTOMER NOTIFICATIONS, FLUSHING AND SAMPLING
- PRESSURE TEST, FLUSHED AND WATER SAMPLED NEW 8" WATER MAIN ON OSAGE WITH CONTRACTOR
- TRIMMED TREES ALONG WILLOW STREET AND AROUND STREET SIGNS AROUND TOWN
- FIXED NON WORKING TOILETS AND SINKS AT PARKS
- FIXED POOL FILTER DRAIN VALVE

- 8" WATER MAIN BREAK 700 BLOCK S 1ST. CUT OUT SECTION OF MAIN AND REPLACED, HOLE NEXT TO BELL OF PIPE.
- DEAD TREE REMOVAL IN ALLEY BEHIND 306 S 1ST
- 4" WATER MAIN REPAIR, REPLACED SERVICE SADDLE AT 1416 W ST. LOUIS STREET
- TREE REMOVAL AT 307 WATSON
- INSTALLED TWO TRASH CANS AT BIG FOOT PLAZA
- REPLACED WATER CURBSTOP VALVE AT 1514 MEADOW CIRCLE
- CLEANED BRUSH IN FENCE LINE NEXT TO MAINTENANCE BUILDING
- NEW BLOWER START UP AND TRAINING
- NEW PACKING IN WATER MAIN VALVE AT 1417 W ST. LOUIS ST
- REPLACED 20' OF 4" SEWER AT 111 PHELAN TO RAISE ABOVE NEW STORM PIPE
- DUG OUT A DITCH/SWELL BEHIND 77 CEDAR BROOK, WAS WASHING OUT HIS BACK YARD
- TRIENNIAL SANITARY SEWER INSPECTION WITH DEPARTMENT OF NATURAL RESOURCES (DNR)
- HAULED FOUR DUMP TRUCK LOADS OF 349 TIRES TO KIRKWOOD FOR RECYCLING (CLEAN STREAM)
- BRUSH HOG LOT NEXT TO LIBERTY FIELD AND ACROSS FROM BEACON CAR WASH
- WORK WITH CONTACTOR ON NEW STORM PIPE PROJECT IN HOGAN SUBDIVISION, MAKE CHANGES AND ADDITIONS
- REPLACING SIDEWALKS AT 201 E ST. LOUIS ST AND 700 BLOCK OF S 1ST
- NEW MULCH AROUND WELCOME SIGN AT VIADUCT (MCDONALD'S)
- LOADED UP OLD METAL PIPE, SPOOLS, VALVES AND ELECTRICAL EQUIPMENT FROM OLD LAGOON BLOWERS AND BROUGHT TO MAINTENANCE BUILDING

Robert Brueggemann

PUBLIC WORKS COMMISSIONER

00621 APPLICATION FOR PAYMENT NO. 1

To: City of Pacific, Missouri
 From: T.G.B., Inc.
 Contract: _____
 Project: WWTF Blower Replacement
 OWNER's Contract No. _____ ENGINEER's Project No. 18998501-04
 For Work accomplished through the date of: _____

1.	Original Contract Price:	\$	<u>79,380.00</u>
2.	Net Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>79,380.00</u>
4.	Total completed and stored to date:	\$	<u>75,411.00</u>
5.	Retainage (per Agreement):		
	10.0% of completed Work:	\$	<u>0.00</u>
	10.0% of stored material:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5)	\$	<u>75,411.00</u>
7.	Less previous Application for payments:	\$	<u>0.00</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>75,411.00</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated: August 24, 2020

T.G.B., Inc.

CONTRACTOR

By: May Jean Barry

State of: Missouri

County of: City of St. Louis

Subscribed and sworn to before me this 24th
 day of August, 2020

Notary Public Charlene F. Earlywine
 My Commission expires: 02/26/2021



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8/25/20

Archer-Elgin

ENGINEER

By: Alisha Lee

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

Project: WWTF Blower Replacement

1

APPLICATION NO. _____
 APPLICATION DATE: August 24, 2020

PERIOD TO: August 24, 2020

OWNER PROJECT NO.: 18998501-04

Contractor Project Number: _____

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	SCHEDULED VALUE (B * D)	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN (G) OR (I)	TOTAL COMPLETED AND STORED TO DATE (G+H+J)	% TO FINISH (KE)	BALANCE TO FINISH (E - K)	RETAINAGE 10.00% (K * % above)
					FROM PREVIOUS APPLICATION (D * F) Units Amount	THIS PERIOD (D * H) Units Amount					
1.	Contract Price	1	79,380	79,380	0	75411		75,411.00	95	3,969	0
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											
11.											
12.											
13.											
14.											
15.											
16.											
17.											
18.											
19.											
20.											
GRAND TOTALS			79,380	79,380	0	75411		75,411.00	95	3,969	0

To(OWNER): City of Pacific
 Public Works
 300 Hoven Drive
 Pacific, MO 63069
 From: TGB, Inc.
 1104 S. Jefferson Ave.
 St.Louis, MO 63104-1902

Project: Pacific WWT Blower Replacement

Application No: 1
 Invoice No: 20273-1
 Period To: 8/24/2020

Via(Architect): ARCHER-ELGIN
 Engineering, Surveying & Architecture
 310 East 6th Street
 Rolla, MO 65401

Architect's
 Project No: 18998501-04
 Invoice Date: 8/24/2020
 Contract Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	79,380.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	79,380.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	75,411.00
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	75,411.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	0.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	75,411.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	3,969.00
(Line 3 less Line 6)		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	Contract Price	79,380.00	0.00	75,411.00	0.00	75,411.00	95	3,969.00	0.00
	Totals	79,380.00	0.00	75,411.00	0.00	75,411.00	95	3,969.00	0.00

CONTRACT CHANGE ORDER

Project Change Order No. 2

City of Pacific of Franklin County,
 (Owner) State of Missouri

To INSITUFORM Technologies Wastewater CSR - Cedars and Hasthorne Subdivisions
 (Contractor) (Section of Project)

I. Description, location and reason for change of each item and effect on completion time.

Items 1 - A3 accounts for units adjustment to the contract for discrepancies between plan quantities and final installed quantities. Item CO2.1 accounts for 5,641-LF of 18" diameter pipe shown to be 15" diameter.

II. Cost of work affected by Change Order. (Modify for Lump-Sum Contract.)

(A) Units Item No.	(B) Unit Description	(C) Units Provided For		(D) Units To Be Bult		(E) Units Add Or Deduct	(F) Contract Or Unit Price	(G) Amount Added	(H) Amount Deducted
1	Pre and Post Installation Televised Inspection and Cleaning of 8"-15" Diameter Gravity Sewer	12,518	LF	12,741	LF	223	\$3.85	\$858.55	\$0.00
2	Lining of Existing 15" Diameter Gravity Sanitary Sewer Pipe With Cured In Place Pipe (CIPP).	124	LF	72	LF	-52	\$55.00	\$0.00	(\$2,860.00)
3	Lining of Existing 10" Diameter Gravity Sanitary Sewer Pipe With Cured In Place Pipe (CIPP).	2,406	LF	73	LF	-2,333	\$17.00	\$0.00	(\$39,661.00)
4	Lining of Existing 8" Diameter Gravity Sanitary Sewer Pipe With Cured In Place Pipe (CIPP).	9,988	LF	12,596	LF	2,608	\$16.50	\$43,032.00	\$0.00
6	Additional Sewer Point Repair in Excess of 10 Linear Feet of Damaged Section, Flowline of Pipe 10 Feet Deep or Less.	1	LF	0	LF	-1	\$230.00	\$0.00	(\$230.00)
8	Additional Sewer Point Repair in Excess of 10 Linear Feet of Damaged Section, Flowline of Greater Than 10 Feet Deep.	1	LF	0	LF	-1	\$290.00	\$0.00	(\$290.00)
10	48" Diameter Manhole Rehabilitation with Chemical Grout.	174	VF	180	VF	6	\$51.00	\$306.00	\$0.00
A-1	Televised Inspection and Light Cleaning of 15" Diameter Gravity Sewer Pipe.	8,442	LF	8,462	LF	20	\$7.30	\$146.00	\$0.00
A-2	Heavy Cleaning 15" Diameter Gravity Sanitary Sewer Pipe.	1	LF	0	LF	-1	\$20.00	\$0.00	(\$20.00)

A-3	Removal of Protruding Taps.	1	EA	2	EA	1	\$310.00	\$310.00	\$0.00
CO2.1	Adder or Televised Inspection and Light Cleaning of 18" Diameter Gravity Sewer Pipe.	0	LF	5,641	LF	5,641	\$1.75	\$9,871.75	\$0.00
TOTALS								\$54,524.30	(\$43,061.00)

1.	Original Contract Amount	\$391,868.90
2.	Add or Deduct This Order (G-H of Totals)	<u>\$11,463.30</u>
3.	Add or Deduct Previous (Line 4 on Previous Order)	<u>\$33,321.00</u>
4.	Total Add or Deduct To Date	<u>\$44,784.30</u>
5.	Revised Contract Amount (1+4)	<u>\$436,653.20</u>

III.  6-23-2020  6-24-2020
 Engineer (Recommended) Date Contractor (Accepted) Date
 _____ Date
 Owner (Ordered)

Change Order is subject to all provisions of the contract documents and is not in effect unless signed by all parties indicated.

00621 APPLICATION FOR PAYMENT NO. 2 (Final)

To: City of Pacific, Missouri
 From: Insituform Technologies USA, LLC
 Contract: Pacific Wastewater CSR - Cedars and Hawthorne Subdivisions
 Project: Pacific Wastewater CSR - Cedars and Hawthorne Subdivisions
 OWNER's Contract No. CWSRF - ENGINEER's Project No. 18998501-07
 Project Number 18998501-07

For Work accomplished through the date of: 8/25/2020

1 Original Contract Price:		\$	<u>\$391,868.90</u>
2 Net Change Orders and Written Amendments (+ or -):		\$	<u>\$44,784.30</u>
3 Current Contract Price (1 plus 2):		\$	<u>\$436,653.20</u>
4 Total completed and stored to date:		\$	<u>\$436,653.20</u>
5 Retainage (per Agreement):			
0.00% of completed Work:	\$	<u>\$0.00</u>	
0.00% of stored material:	\$	<u>\$0.00</u>	
6 Total completed and stored to date less retainage (4 minus 5)		\$	<u>\$436,653.20</u>
7 Less previous Application for payments:		\$	<u>\$369,456.38</u>
8 DUE THIS APPLICATION (6 MINUS 7):		\$	<u>\$67,196.82</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated: 8/26/2020

Insituform Technologies USA, LLC

CONTRACTOR

By: *Mah Nours*

State of: Missouri

County of: St. Charles

Subscribed and sworn to before me this 26th

day of August 2020

Notary Public *Lori K. Finifrock*

My Commission expires January 21, 2021

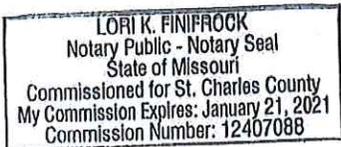
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8-27-20

Cam Aron

ENGINEER

By: *[Signature]*



Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI

James Remillard
Acting Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



8-19-20

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

Re: City of Pacific Buyout, (Federal Grant FMA-PJ-07-MO-2017, Project #008), RFF #5 - Final

Dear Mr. Roth:

This letter is to inform you that a deposit has been made into the City's bank account. It is SEMA's policy to direct deposit any request for funds if a vendor number has been established with Missouri's Office of Administration (OA). These funds were deposited on 8-20-20.

The reference number for this transaction is Check EFT# 8182000875 in the amount of \$13,009.88. This direct deposit corresponds to the Request For Funds #5 - Final pertaining to the city's FMA FY17 flood buyout project.

If you have any questions, please feel free to call the SEMA-assigned grant manager, Nancy Able at (573) 526-9281 or myself at (573) 526-9116.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Carver".

Heidi Carver
State Hazard Mitigation Officer

HC/na



A Nationally
Accredited
Agency

IN THE CIRCUIT COURT OF THE COUNTY OF FRANKLIN
STATE OF MISSOURI

CITY OF PACIFIC, MISSOURI,
a Municipal Corporation,

Plaintiff

v.

MIDWEST SHINGLE RECYCLING, LLC,

Defendant.

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Case No.: 20AB-CC00138

Division: V

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into the 25th day of August 2020, by and between the City of Pacific, Missouri (“Pacific”) and Midwest Shingle Recycling, LLC (“Midwest”) (collectively “the Parties”).

WHEREAS, Pacific filed a Petition on June 22, 2020 in the Circuit Court of Franklin County, State of Missouri captioned City of Pacific, Missouri v. Midwest Shingle Recycling, LLC, Cause No. 20AB-CC00138 (“the Lawsuit”).

WHEREAS, in its Petition, Pacific asserted a claim for declaratory judgment in Count I, and for Preliminary and Permanent Injunction in Count II. Both counts related to Midwest’s operation of a recycling center at the property commonly known as 90 Midwest Drive, Pacific, Missouri (the “Property”), which is located within unincorporated Franklin County.

WHEREAS, the Parties have agreed to settle and compromise all claims and now wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Pacific and Midwest agree as follows:

1. The Effective Date of this Agreement shall be the date upon which all parties have executed this Agreement.

2. Midwest shall cease all recycling and/or dumping operations at the Property, effective immediately.

3. Pacific shall dismiss the Lawsuit with prejudice. Pacific and Midwest agree that each shall be responsible for its own costs and attorney's fees incurred pursuant to the Lawsuit.

4. No other payments by or between Pacific and Midwest shall be required by this Agreement.

5. This Agreement is not and should not be construed as an admission of liability by Pacific, Midwest, or anyone else.

6. This Agreement is a final and binding contract. Pacific and Midwest have made no representation, agreement or promise to do or to not do anything other than the representations, agreements and promises stated herein. The Parties to this Agreement are not relying upon any communication, act, or omission, but rather are relying only on the specific statements in this Agreement, which may not be changed by any oral statement or agreement. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

7. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument once all parties have signed.

8. The Parties agree they have had adequate opportunity to consider and review this Agreement and have discussed it with their respective attorney(s). The Parties have carefully read this Agreement, have no more questions about it and understand the meaning and effect of this Agreement. The Parties agree they have entered into this Agreement voluntarily and to their respective benefit.

9. The Parties agree this Agreement shall be governed and interpreted by and under the laws of the State of Missouri.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed.

CITY OF PACIFIC, MISSOURI

MIDWEST SHINGLE RECYCLING, LLC

Steve Myers
Print Name

Lawrence Kutun
Print Name

Mayor - City of Pacific
Position

MANAGER
Position

[Signature]
Signature

[Signature]
Signature

08-25-2020
Date

8.25.2020
Date



Planning & Zoning Commission Department of Planning Staff Report

Meeting Date: August 20, 2020

Project Type: Minor Subdivision
Lot 1 Engelhart Industrial Park

From: Steve Roth
City Administrator

Applicant: Clayton Engineering Company, on behalf of Integram Partners LLC, property owner

Description: **PZ 2020-09:** The applicant is seeking approval of “A Resubdivision of Lot 1 of Engelhart Industrial Park,” a Minor Subdivision plat of property generally located at 1000 Integram Drive.

Summary

The subject property is part of the Plaze Aeroscience Pacific location and is the site of an approximate 160,000 square foot warehouse building constructed in 2016. The lot is approximately 16.14 acres in size and includes the warehouse building, driveways and parking areas and other site improvements. The property is zoned M-1 Light Industrial.

The resubdivision proposes splitting existing Lot 1 into two lots: Lot 1 would include the existing building and developed parking / loading and drive aisles to the south and east; Lot 2 would include vacant area to the north and west of the building that includes an existing driveway. The intent is to divide the property to accommodate future expansion of the existing building under a different property owner. The northwest corner of Lot 1 would be the existing building corner, and the west building line would be part of the west boundary of Lot 1.

Provisions for ingress / egress and utility access to each lots would be provided by a cross access agreement, which is included in the application.

Please see below location exhibit.



Analysis

The M-1 zoning district regulations require a 25-ft front yard but no minimum side and rear yards. Thus a “zero lot line” with the building line being the boundary between parcels is accommodated within our zoning regulations. The east façade would be considered the front yard, and the 25-ft setback requirement is met here.

The current access to the existing building and site is provided through an existing maintenance, access and utility easement that extends from the Integram Drive cul-de-sac bulb to the subject property. This is depicted on the plat exhibit. The City of Pacific is owner by title to this adjacent property; the City leases the property to Plaze pursuant to an agreement dating from 2010.

Please note that the City Attorney has reviewed the 2010 agreement for any conflict or issue with the provisions for further access and easement proposed here. The City Attorney has found nothing in the 2010 agreement that would conflict with and / or preclude the City from accepting the plat and easement agreements as presented.

I have also asked the City Attorney to review the proposed plat in general and the proposed access / easement agreements in particular, and he has given his approval to the form of each. Staff has further reviewed for compliance with the City's Land Subdivision Regulations and we also find the plat and application in total to be in substantial compliance with our regulations.

Staff would respectfully request Commission **APPROVAL**.

Attachments: Subdivision application, plat and easement documents

FISCAL YEARS 2021-2024
TRANSPORTATION IMPROVEMENT PROGRAM
 2020 TAP APPLICATIONS SUBMITTED - AS OF 8-25-20

COUNTY: FRANKLIN

ID	ORGANIZATION NAME/PROJECT TITLE/DESC	FUNDING CAT	IMPROVEMENTS		2021-2024 TOTAL	2021	2022	2023	2024	
8514-22	NEW HAVEN	TAP-S	Bicycle Facilities	PE	\$31,602	\$31,602	\$0	\$0	\$0	
	NEW HAVEN MIDDLE SCHOOL SHARED USE PATH		Pedestrian Facility	ROW	\$0	\$0	\$0	\$0	\$0	
	MO 100 PEDESTRIAN BRIDGE TO MIDDLE SCHOOL SHARED USE PATH (10')			IMPL	\$424,331	\$0	\$424,331	\$0	\$0	
	LENGTH (mi): 0.2		Federal:	\$316,712	TOTAL	\$455,933	\$31,602	\$424,331	\$0	\$0
	AIR QUALITY STAT: Exempt - 93.126		State:	\$0	ESTIMATED TOTAL PROJECT COST: \$455,933					
	PROJ PURPOSE: Sustainable Development		Local:	\$139,221						
8517-22	PACIFIC	TAP-S	Sidewalks	PE	\$40,445	\$0	\$40,445	\$0	\$0	
	WEST OSAGE STREET (BL 44)			ROW	\$0	\$0	\$0	\$0	\$0	
	NOONAN PLAZA TO I-44 OFF RAMP; WESTERN AVE TO VIADUCT ST SIDEWALK (5')			IMPL	\$299,966	\$0	\$299,966	\$0	\$0	
	LENGTH (mi): 0.38		Federal:	\$215,706	TOTAL	\$340,411	\$0	\$340,411	\$0	\$0
	AIR QUALITY STAT: Exempt - 93.126		State:	\$0	ESTIMATED TOTAL PROJECT COST: \$340,411					
	PROJ PURPOSE: Sustainable Development		Local:	\$124,705						
8527-22	WASHINGTON	TAP-S	Sidewalks	PE	\$90,000	\$0	\$90,000	\$0	\$0	
	FRONT STREET SIDEWALK		Roadway - Curb & Gutter	ROW	\$5,000	\$0	\$0	\$5,000	\$0	
	STAFFORD ST TO JEFFERSON ST SIDEWALKS (6') - CURB & GUTTER			IMPL	\$962,000	\$0	\$0	\$0	\$962,000	
	LENGTH (mi): 0.51		Federal:	\$845,600	TOTAL	\$1,057,000	\$0	\$90,000	\$5,000	\$962,000
	AIR QUALITY STAT: Exempt - 93.126		State:	\$0	ESTIMATED TOTAL PROJECT COST: \$1,057,000					
	PROJ PURPOSE: Sustainable Development		Local:	\$211,400						