

Public Notice posted in accordance  
RSMO. 610 as amended

Date/Time Posted: Friday, October 2, 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, OCTOBER 6, 2020  
7:00 P.M.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Prayer
5. Approve Agenda
6. Approve the Minutes from the Regular Meeting on September 15, 2020
7. Public Hearing
  - a. Public Hearing to hear comments on a verified petition for Voluntary Annexation for a parcel of land located on or about 1911 Old Gray Summit Road, Pacific, MO 63069 Franklin County Parcel ID 19-1-11.0-3-000-024-000.
8. Public Participation
9. Mayor Report
10. New Bills
  - a. Bill No. 5044 An Ordinance amending the Fiscal Year 2020-21 Wage and Salary Schedule for appointed officials and employees of the City of Pacific (1<sup>st</sup> reading)
  - b. Bill No. 5045 An Ordinance approving a Petition for Voluntary Annexation filed by Theodore R. Halker and Linda K. Halker regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 1911 Old Gray Summit Road; annexing said property to the City; authorizing other actions in connection with such annexation, and repealing conflicting ordinances. (1<sup>st</sup> reading)
  - c. Bill No. 5046 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain real property at 225 E. Orleans Street (Franklin County Parcel ID 19-1-12.0-4-004-

143.000) 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. (1<sup>st</sup> reading)

- d. Bill No. 5047 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain real property at 223 South Columbus Street (Franklin County Parcel ID 19-1-12.0-4-004-095.000) 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. (1<sup>st</sup> reading)

11. Consideration of Bills Previously Introduced

- a. Bill No. 5043 An Ordinance revising the Personnel Manual for the City of Pacific with regard to salary increases for longevity (2<sup>nd</sup> reading)

12. New Business

- a. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision. *(Tabled from 8-18-20)(Tabled 9-1-20)*
- b. Resolution N. 2020-41 A Resolution requesting that St. Louis County Distribute \$ 47 Million of Cares Act Funds on a per capita basis to the municipalities within the County to be used for eligible expenses, authorizing the Mayor of the City of Pacific, Missouri to accept Cares Act Funding and execute a Municipality Relief Program Funding Agreement, and Confirming Agreement to indemnify and hold harmless St. Louis County from such distribution.
- c. Resolution No. 2020-42 A Resolution to authorize Transfer of Funds from the City's West Osage Commercial Area Community Improvement District Fund to pay expenses related to certain Capital Improvements Projects in the City of Pacific.
- d. Resolution 2020-43 A Resolution authorizing and directing the Mayor to execute an agreement with ArchTech LLC for ongoing Information Technology and Managed Computer Network services for the City of Pacific
- e. Resolution 2020-44 A Resolution authorizing and directing the Mayor to execute an agreement with SC Engineering LLC, dba Cochran, for Professional Services relating to preliminary engineering and construction inspection of Highway N Phase 4 improvements, Federal Project No. 5419(613)

13. City Administrator Report

- a. Budget Report
- b. Park Video Security

14. Director of Community Development Report

- a. HVAC maintenance proposal
- b. Red Cedar update

15. Public Works Commissioner Report

16. City Attorney Report

- a. Street acceptance, Forest Glen Subdivision
- b. Street acceptance, Westlake Village Subdivision

17. Acting Police Chief report
  - a. New patrol vehicle purchase
  
18. Miscellaneous
  - a. Approve Osage Street Main project Pay Application #3 in the amount of \$28,201.81, Gullet Contracting.
  - b. Approve invoice from Cochran Engineering in the amount of \$ 3,313.00 from W. Osage CID.
  - c. Approve Pay Application #3 in the amount of \$44,647.99, Hogan Storm Water project, KJ Unnerstall Contracting.
  - d. Approve Special Event Permit, Kaleidoscope Consignment Fall Market, October 25, 2020
  - e. Approve Special Event Permit, Holiday Walk for Heroes, Liberty Field, November 14, 2020
  
19. 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
  
20. Closed session RSMO 610.021(2)
  - a. Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.
  
21. Return to Open Session
  
22. Adjourn

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



September 15 , 2020 \* RECORD OF PROCEEDINGS

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

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

A roll call was taken with the following results:

Present at Roll Call:

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

A quorum was present.

Also present: Administrator Roth  
Attorney Jones  
Lieutenant Meyer  
Comm. Development Dir. Kopp  
Deputy City Clerk Hayden

**Pledge of Allegiance**

The Pledge of Allegiance is given.

**Prayer**

Pastor Lange offered prayer this evening.

## Approve Agenda

Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the minutes from the Regular Meeting on September 1, 2020. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

## Public Participation

*Donna Brocato, 1812 Smith Lane, Pacific, MO* – is here tonight to represent the residents of Western Avenue. Cars are speeding and the residents are asking to have speed bumps put in. Mayor Myers stated he would talk to Assistant Chief Locke and will look into this.

*Ted Halker, 1911 Old Gray Summit Road, Pacific, MO* – requesting to be hooked up to City sewer. Would like to voluntarily annex property. Mayor Myers explained the procedure he would need to go through. Need to fill out an application and supply copy of the property description. This needs to be notary approved. Then turn in application to Administrator Roth. Administrator Roth stated there would be a publication for a public hearing. Then an ordinance is created which goes through the Board for approval for annexation. Alderman Adams stated that he has spoke with Commissioner Brueggemann and the cost for the pipe would be about \$1,000 and then there is the boring fee of \$2,500 because of a tree that is not Mr. Halkers. Discussion followed. **Motion made by Alderman Adams, seconded by Alderman Rahn that the resident would pay the pipe cost and the City of Pacific would pay the boring fee. A voice vote was taken with an affirmative action, and Mayor Myers declared the motion carried.**

*Robert McBride, 14500 S. Outer 40 Ste. 410, Chesterfield, MO* – is here tonight to answer any questions about Bill No. 5042.

## Mayor's Report

Wants to make everyone aware that we have an opening that has manifested itself. This is our personnel that formally took care of our parks 50% of the time and 50% of the time worked streets. We have budgeted the last six months of the year to hire our Parks Superintendent. Here is the opportunity. Do we want to replace someone on the street department that would be part time parks or do we not fill that position by lifting the hiring freeze on the Park Superintendent and bring in somebody to is going to maintain the parks 100% of the time. This idea was presented to the Park Board last night and they were 100% supportive. Alderman Frick stated there have been some concerns at City Park. There have been some issues of people hanging out there and actually scaring the citizens. We think we need someone that is making sure that the parks are well lit, that are taking care of the day to day operations. Mayor Myers stated that with the Parks Master Plan coming into effect, it is time to bring on our Park Superintendent and for the very first time in our city's history to have a parks department begin to form. Alderman Adams stated there are two things that we need to discuss tonight. Park Superintendent funding comes from park tax. As long as the funding is there, we need to do this. The position in Public Works the funding is pretty strong and feels we need to fill that position. Motion made by Alderman Adams, seconded by Alderman Frick to advertise for two open positions. Parks

Superintendent position funded out of the park tax fund and for a Public Works position funded out of the Water/Sewer fund. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

### **New Bills**

- a. Bill No. 5043 An Ordinance revising the Personnel Manual for the City of Pacific with regard to salary increases for longevity. (1<sup>st</sup> reading) (Sponsor: Adams)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5043 by title only for the first reading.

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

Motion made by Alderman Nemeth, seconded by Alderman Rahn to remove Bill Nos. 5037, 5038 and 5039 from the table. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- a. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12-04-003-238-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading) (Sponsor: Nemeth)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5037 by title only for the second reading. Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Rahn, Alderman Stotler, Alderman Johnson, Alderman Frick, Alderman Adams. Nays: None. Whereupon, Mayor Myers declared the motion carried and Bill No. 5037 becomes Ordinance No. 3221.

- b. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12-04-004-149-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading) (Sponsor: Rahn)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5038 by title only for the second reading. Motion made by Alderman Rahn, seconded by Alderman Stotler to approve. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Stotler, Alderman Johnson, Alderman Frick, Alderman Adams, Alderman Nemeth. Nays: None. Whereupon, Mayor Myers declared the motion carried and Bill No. 5038 becomes Ordinance No. 3222.

- c. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 422 South Third Street (Franklin County Parcel ID 19-1-12-04-003-228-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading) (Sponsor: Rahn)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5039 by title only for the second reading. Motion made by Alderman Rahn, seconded by Alderman Adams to approve. A roll call vote was taken with the following results: Ayes: Alderman Stotler, Alderman Johnson, Alderman Frick, Alderman Adams, Alderman Nemeth, Alderman Rahn. Nays: None. Whereupon, Mayor Myers declared the motion carried and Bill No. 5039 becomes Ordinance No. 3223.

- d. Bill No. 5042 An Ordinance Providing for the approval of a Final Plat of Resubdivision of Lot 1 Engelhart Industrial Park, a tract of land zone "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 (2<sup>nd</sup> reading) (Sponsor: Adams)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5042 by title only for the second reading. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Nemeth, Alderman Rahn, Alderman Stotler, Alderman Johnson, Alderman Frick. Nays: None. Whereupon, Mayor Myers declared the motion carried and Bill No. 5042 becomes Ordinance No. 3226.

### **New Business**

- a. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street improvements constructed by the developer of Bend Ridge estates Subdivision. (Tabled from 8-18-20) (Tabled 9-1-20) (Tabled 9-15-20)

Motion made by Alderman Adams, seconded by Aldermen Nemeth to table Resolution No. 2020-40. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Attorney Jones stated that since the last meeting he has exchanged emails with Ray Gullet. He has also spoken to his office manager and then today he spoke to Mr. Gullet's attorney about our desire to have the existing bond replaced with one for 5% of that bond amount which is approximately \$60,000. There could then be a continuing responsibility for maintenance of the streets during the build out of the subdivision. His attorney, Matt Schrader, is going to draft a proposed agreement for partial releases as the subdivision is built out. He is going to send that to him. The idea would be that you would consider this resolution simultaneously with an approval of that agreement and also a substitution of the 5% bond for the existing bond. You don't need to table it again, but he asks that the Board not take action on it tonight. Alderman Adams stated

we should take the recommendation from our City Attorney from the last meeting that we pass this resolution along with whatever comes from Mr. Gullet and Matt Schrader. Mayor Myers stated they will leave this on the agenda for the next meeting.

### **City Administrator Report**

Administrator Roth wanted the Board to know that the staff has done an excellent job in the very recent weeks. We have had both the City Clerk and City Collector out at different points. From where he sits, and please don't take this wrong, frankly he could hardly notice and he says this is a credit to the staff that we have here. It truly is an amazing thing when we have two of the key staff people out and it is just rare that someone isn't saying "what about this and what about that". This is a good thing and he wants to give credit to them and let the Board know that you have a good staff working for you up here.

The newsletter will go out very soon. It will be in the mailboxes by the end of the month. Bulk trash has been set for October 5 and October 12. This will be done the exact same way they have done in the past and we included that information in the newsletter as well. Also has put on social media and our website.

#### a. Budget report

General fund one cent sales tax, August payment, was very good. Also received the Ameren gross receipts payment for August, which also was a good number. He is not ready to call the budget crisis over with yet, we are not in the clear yet, but the numbers have been generally good and he is comfortable with something as simple as a newsletter. We monitor very closely. As we get through the winter, it will be interesting to see where we will be in February and March. Right now it does look pretty descent. Mayor Myers stated he had the privilege of attending a meeting with all the West County Mayors of St. Louis County. At that meeting everyone was sharing the impact that it has had on them. It is about 50/50 where some of the communities are experiencing similar to what we are. It hasn't been nearly the impact that we anticipated. The county as a whole is 9% down. We have very wisely budgeted for that 20% hit that hasn't come. The planning of this for Pacific was well thought out and hats off to the Aldermen for participating in that. We positioned our City for a quicker economic turnaround.

Alderman Adams stated that just for the record on Resolution No. 2020-40 and to make it clear, an ordinance was not filed that required 90-95% of the streets done. Administrator Roth stated Mr. Gass and the City Clerk spent a good part of the morning recently going through the card file and looking everywhere they could. They could not find it. We did find some reference to it in the security agreements relative to Westlake Village. The ordinance that approved that subdivision did not include this provision, but there was some reference to it in the security agreement. We have not been able to find a black and white copy of the ordinance.

#### b. Live Streaming

As the Board knows, this has been a topic of conversation for some time now. When COVID hit we were able to go to Zoom and Facebook Live. We noticed that we had quite a bit of

viewership. Not only live viewers, but viewers that would watch the recorded videos. We hoped to move to some kind of broadcast solution in the meeting room. We looked at a few options. To be very clear, there was no specific budget set for this. Administrator Roth felt this could have been done for less than \$5,000, but if we want a professional quality solution, it is going to cost more. We have had good discussions with Network Communications and Conference Technologies Inc. Their proposals are similar in price, they vary a little different in the actual hardware. Our recommendation, if we do want to move forward with this, is to select the Conference Technologies Inc. proposal which the total cost is \$13,650.98. Director Kopp stated that he had the opportunity to see CTI's system at the Eureka Fire House Training Center. Was at a meeting there where they were utilizing cameras that CTI had installed for use of social media broadcasting. It worked fantastic. Mayor Meyers asked what they have heard from the public on the Zoom meetings that were broadcast. Alderman Nemeth stated Zoom had a positive effect for the City. There was almost 1,500 to 2,000 views a week which is a good percentage of our citizens. We even had 40-50 people viewing during the live interaction. He feels the citizens have called for this a long time. COVID has caused people to get good at this with broadcasting. The opportunity with CTI is a good one so we have good audio and good video. Alderman Frick stated he feels this would be a great thing to do for our citizens. Director Kopp stated that the CTI proposal, it is the only one that did not require new software. We can operate it from any laptop and has the capability with whoever is controlling the media on their laptop, we can go to the council chambers camera, the podium camera or we can directly broadcast whatever is going on on the screen to the projector. The CTI proposal incorporates our existing audio system. Alderman Adams questioned how we would pay for this. Administrator Roth said it would come through General Fund. We would subsequently submit it for funding through the CaresAct. Not guaranteed, but will submit it. Motion made by Alderman Nemeth, seconded by Alderman Adams to approve moving forward with Conference Technologies Inc. A voice vote was taken with an affirmative results, and Mayor Myers declared the motion carried.

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

Since the last meeting have taken 34 permit applications, 16 of those for residential occupancy. Conducted 51 inspections, 21 plan reviews. Have issued 16 citations, 16 of those were for grass. Wednesday and Thursday scheduled for the 2020 Tools and Flood Plain Management Workshop in Jefferson City. This is a step toward CFM certification.

For commercial plan review requirements, they are supposed to be signed and sealed by a Missouri registered design professional, be it an architect or an engineer. There is an exception in the code that allows the Building Commissioner/Building Official to wave that requirement if the work is very simple. He brings this up because we have a commercial strip mall tenant that had brought in plans for a simple wall construction that were not signed and sealed. Just wanted to bring it to the Boards attention.

We have a nuisance property that was cited and it meets the criteria for demolition within our ordinance. On Monday we had the demolition hearing for that property in which no owner or representative showed up for. In coordination with the City Attorney, the property has since been posted with the facts and finding. Notification is going to the owner and is posted in our

lobby. They have until October 16 to demolish the building. If they don't, we will be taking bids for that work and will proceed from there.

In regard to building maintenance, we received two bids for ceiling replacement work in the lobby. We accepted a bid for \$1,846 from a company based out of Eureka. It should be a one maybe two day job that should be done by the end of the month or early October.

We have received an alternate repair bid for the fan coil/motor replacement at City Hall. The previous bid was for \$909. We went with a local contractor here in Pacific. Their bid was \$801 to \$991. We are very excited to find a certified local company. From the same contractor, we have also received a maintenance agreement bid for our complete system. Will report on this at the next Board of Alderman meeting.

### **Public Works Commissioner Report**

Absent

### **City Attorney Report**

He is sorry to report that he missed an email from Administrator Roth on September 3 with materials on Forest Glen and Westlake Village subdivisions so he did not have an opportunity to review those materials in preparation for this meeting. He does have the enabling ordinances. Administrator Roth tells him the files themselves are significant. Attorney Jones will make it a point to look at these files in preparation for the next meeting. He would like to suggest that the Board authorize Commissioner Brueggemann to go to each of these subdivisions and do an inspection so he can come back with a report and we can begin talking about concrete issues. Motion made by Alderman Adams, seconded by Alderman Nemeth to have Commissioner Brueggeman inspect each of the subdivisions Forest Glen and Westlake Village then come back with a report. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Attorney Jones stated he does have a report on Eagles View and the public water supply District #3. He received the materials and reviewed them. Stemming from the litigation in 2001 between the water supply district and the City, the litigation was settled with a territorial agreement and a water usage agreement. A rate was set for it. Those agreements were recalculated and notice was provided to the district. Since then a shortage of approximately \$146,000 has accrued. He has put together an analysis of this and sent it to the districts attorney. Their attorney is going to speak to the district about this and respond on behalf of the district and then will be able to bring forward at the next meeting.

### **Acting Police Chief Report**

Captain Locke absent. Alderman Frick asked if Captain Locke was able to look into the past traffic study and determine what the next steps would be in regard to the lack of no parking signs on the upper section of West Bellevue. Lieutenant Myers stated that Captain Locke has done some evidence and said that most of Bellevue is larger than North First Street and does not see a

reason for no parking signs up there. Mayor Myers will specifically ask Captain Locke to address this subject and the parking situation at the ballpark at the next BOA meeting.

### Miscellaneous

- a. Approve the list of bills.

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

- b. Approve Hogan Stormwater Pay Application #2 in the amount of \$84,765.84.

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

- c. Approve Special Event permit, Kaleidoscope Consignment Farmer's Market, September 20, 2020.

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

- d. Approve payment to BNY Mellon in the amount of \$750.00 for the Administrative Fee, City Hall and Public Facilities Improvement Project.

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

### Reports of City Officials

Alderman Nemeth - stated they did have their first Administrative Meeting surrounding Red Cedar yesterday afternoon at 3:00 pm. Our goal is to work with Patternh Ives to restart their contract to move forward with Red Cedar. The overall contract is \$174,000 back in December 2019. We have made one payment of \$17,000 of that \$174,000. When we put everything on hold in February, we paused that contract. He would like to ask the Board to give authorization tonight to restart that contract at \$17,000 to pay for the \$174,000. That is their cost of moving forward with architecture plans. That gets us to the point of building Red Cedar. Mayor Myers stated based on the Plan B. **Motion made by Alderman Adams to unfreeze the Red Cedar project and allow it to continue with Patternh Ives, seconded by Alderman Rahn. A voice vote was taken with an affirmative results, and Mayor Myers declared the motion carried.**

**Motion made by Alderman Nemeth, seconded by Alderman Adams to make Bryan Kopp Director of Community Development the Project Manager for the Red Cedar project on behalf of the City. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.** Alderman Nemeth stated we choose Option B which was \$1.2M and that included tearing down the old section that was built in the early 70's reconstructing it. It would also put bathrooms in the basement that are accessible from the outside. Patterhn Ives goal is to have completed construction bid capable documents by February or March of 2021. In

theory, if everything goes according to plan, we would potentially have a building ready to move in by January 2022. How this works from here on out is every 4-5 weeks as Patterhn Ives hits their milestones, we will have meetings. Bryan will let us know if we have to have a special meeting. Approximately in the February/March timeframe of next year, then City staff would go out for bids. At that point is when we would transition to working on and detailing out how we would operate the building. We encourage anyone to come to the meetings. They will be publicized. Alderman Stotler stated that for funding, the Save America's Treasures Grant is what we discussed. The amount is \$125,000 minimum up to half a million. There are two different arms of it, one for preservation and one for collections. Don't know if we can apply for two or if it has to be just one. We are on the registry for historic places already. Alderman Stotler stated they talked about the other avenues of funding that are possible at the Administrative meeting.

**Motion made by Alderman Adams, seconded by Alderman Nemeth to give Administrator Roth full authority to move forward and supervise this project, apply for grants and work with Patterhn Ives to come up with a bid spec for the building no later than April 2021. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.** Administrator Roth stated there was a discussion at the Committee meeting about the grants. Save America's Treasures is our primary focus right now. When the grant cycle will open, initially he will review it, get a feel for exactly what the requirements are, then most certainly he will negotiate a contract for grant writing services. You can do an RFQ and choose from different firms or you can essentially just tap one or two that have good track records, then negotiate a proposal. Depending on time, the Save America's Treasures grant opens in the fall. It is possible that we could see that as soon as the next meeting on October 6. Alderman Adams stated he wanted it understood that we are giving Administrator Roth the full authority to work with this. When he is doing business he may not be able to give us all a call if things are happening because we asked him to fast track this. Administrator Roth stated the Board was wise to put this project on hold when the COVID first hit. City Clerk and himself manage the budget very closely. If this project would have been continuing we would have had to hit Contingency. With the authorization you have given tonight, we will let Patterhn Ives know tomorrow that it is a go. For the foreseeable future he want to try to finance the project through existing revenues. He really thinks that is going to be fine because we are at a point in our budget year in which cash flow is doing better as you head into late in the year with property taxes coming in. But, if we feel the need to hit Contingency, you may see that. Alderman Nemeth finished his report by saying the Rodeo is the first weekend in October. Mayor Myers stated the banners are going up in town tomorrow.

Alderman Adams – asked Attorney Jones if he was still putting something together to update the Board in reference to all legal matters since we have a new Alderman. Attorney Jones stated that there is only one pending case at this point and will be glad to talk to Alderman Frick himself since everyone else is up to date. Alderman Adams he had a request from an outside organization to use the council room. He was informed they would have to call the City Clerk to set up. Alderman Adams also stated he spoke with Mark Davis. Mr. Davis still has some concerns about the engineering of his street he lives on. Administrator Roth explained how the street was engineered.

Alderman Rahn – none.

Alderman Frick – stated the Park Board had their meeting yesterday and that they had the Planning Designs Master Plan presentation which was approved. Administrator Roth said this would be presented to the Board of Alderman at the October 6 meeting. Alderman Frick shared information that was discussed at the Park Board Meeting concerning park safety issues. Motion made by Alderman Adams, seconded by Alderman Frick to authorize the City Administrator to look into a security company to come and evaluate all our parks. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Alderman Johnson – Thanked Mark Davis for coming up tonight. She also thanked all of the Board for taking it serious and moving forward with the Red Cedar project. She was very glad to see the work finally being done on E. Osage.

Alderman Stotler – stated the only thing he had was a recap of the Park Board meeting and that has already been discussed.

**Adjourn**

There being no further business, motion by Alderman Adams, seconded by Alderman Nemeth to adjourn. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Meeting adjourned at 8:50 pm.

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Steve Myers, Mayor

ATTEST:

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City Clerk

# MEMORANDUM

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Steve Roth  
City Administrator

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

October 2, 2020

**TO: Mayor and Board of Aldermen**  
**RE: City Administrator report, 10-6-20 Board of Aldermen meeting**

Hello everyone,

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

**1. Public Hearing, Voluntary Annexation 1911 Old Gray Summit Road.** We have a petition for Voluntary Annexation from Ted and Linda Halker; a copy is in the Board packet. The hearing notice was published in the Missourian as required. The property is bordered on the east by property that is inside the City limits. Property to the west, north and south is all unincorporated. Mr. Halker appeared before the Board at the Sept. 15 meeting to discuss the sewer connection to his property; the Board motion regarding this is incorporated into the annexation ordinance, discussed later in the packet.

**2. Bill 5044, Wage and Salary Schedule.** This bill amends the Wage and Salary schedule to provide for two new positions that were recently discussed and authorized by the Board: Water and Sewer Operator and Police Officer trainee. The purpose of these amendments is to set the budget for each position. The Water and Sewer budget is set at \$22 per hour (not-to-exceed), while the Police Trainee position is set at \$16.50 per hour. The actual rate of pay offered to a Water and Sewer candidate will depend on their experience and qualifications. The \$22 / hourly budget request here is higher pay than any other current Water and Sewer employee, with the exception of the Public Works Commissioner. Thus we would not offer that pay rate of course unless the candidate had experience and credentials that were above and beyond current employees.

With respect to the Police Trainee position, this is a new position that enables the Police Department to recruit possible candidates and then essentially sponsor them through the Police Academy training program. Captain Locke has researched this and provided a Police Policy and Procedures manual section that describes the position. Captain can address this in more detail at the meeting if desired. This type of program had been discussed previously with Chief Mansell, though the candidate we were interested in at that time pursued other opportunities. The candidate we are working with currently is currently employed as a Communications Officer. Please note that we will need some additional budget (in the form of a budget amendment) assuming the candidate is accepted into the Academy and begins training. This budget is anticipated at around \$7,500 and is anticipated to be presented to the Board later in the calendar year.

Finally, the Wage and Salary amendment includes a budget for Part-Time Communications help, or "Per Diem" as we have referred to it. We have utilized "Per Diems" in the past; typically these are Communications Officers who have worked with us previously and / or work for other dispatching agencies and who want to pick up some additional work here. It is very helpful to have such "fill-in" help as needed, and our new Communications Supervisor has one such candidate who has expressed interest.

The amendment proposed here would formalize the pay and hours allotment (\$13.50 hourly / 600 hours total) and incorporate it into the existing schedule.

**3. Bill 5045, Voluntary Annexation 1911 Old Gray Summit Road.** This bill accepts the voluntary annexation of this property as discussed earlier. The provisions for the sewer connection are included in Section Two of the ordinance and reprinted here as reference:

Notwithstanding provisions of any other City ordinance to the contrary, the costs of making the sanitary sewer connection to the residence located at 1911 Old Gray Summit shall be split between the City and property owner, with the property owner participation capped at \$1,000.00. The City shall accept all other costs of making the connection. The City shall cause the connection to be made and upon completion shall bill the property owner for the actual costs of piping necessary to make the connection, which cost shall not exceed \$1,000.00.

With respect to the water connection, the ordinance approved earlier this year does not make it a requirement that customers connect to the water system as a condition of annexation. That ordinance essentially prohibits extensions of utilities outside the City limits. Applicable section here:

Notwithstanding any Section of Chapter 700 to the contrary, no utility services shall be extended outside the corporate limits of the City of Pacific after July 7, 2020 unless directed by the Board of Aldermen. However, those properties that are connected to utilities provided by the city of Pacific on July 7, 2020 shall be permitted to continue such service, unless or until such connection is disconnected or discontinued.

If the Board wants to impose such a requirement we feel we would be within our authority to do so. However we would remind the Board that we have had recent annexations where there is no existing City water and sewer service (Vitale Farms and St. Louis Skeet and Trap Club) so we would not recommend enacting such a requirement. The Public Works Commissioner may have additional input on this point at the meeting.

**4. Bill 5046 and 5047, Flood Buyout acquisitions, 225 E Orleans and 223 S Columbus.** These two bills authorize acquisitions of these properties. Assuming approval this would bring the total to 12 properties so far authorized by the Board.

The following is a brief review of the program status:

- Six properties are under contract; closings on hold pending CDBG authorization.
- Four additional properties have been accepted; will tender contracts for these soon.
- Seven properties have withdrawn.
- The remaining 10 properties are either pending further review by the state and / or by the property owners.

We expect to receive final CDBG funding authority the week of October 6. This will enable us to move forward with property acquisitions. We also expect to bid the first round of demolitions, and order the second round of asbestos surveys, once we get CDBG approval.

It has been a long road but we are nearing the final phase. Hopefully there will be no more delays.

**5. Bill 5043, Longevity Pay.** This bill was given a first reading Sept. 15 and is scheduled for a second reading here. I have not heard any public comment since the first reading. The bill amends the Personnel Manual to increase the “longevity pay” award from \$300 annually to \$500. The bill makes the award subject to Board of Aldermen approval, as it has been in the past. The longevity pay award is given at the employee’s 10, 20 and 25-year anniversaries. This also is unchanged from the current provision.

**6. Resolution 2020-40, Bend Ridge Estates Street acceptance.** This Resolution was tabled at recent meetings, subject to discussion between the developer and City Attorney. We have been making progress but to date do not have a final agreement or other resolution to consider. The City Attorney can advise further on this at the meeting.

**7. Resolution 2020-41, St. Louis County CARES funding.** This Resolution authorizes the City to proceed with an application for CARES funding through St. Louis County. The County intends to distribute approximately \$47 million to municipalities on a per capita basis. We have reached out to the County for clarification on our exact allotment and have not received a response as of this writing. Regardless we intend to present the County with a full accounting of our Covid-19 related expenses, including public safety payroll and benefit expenses, for the period from March 1, 2002 through Dec. 31, 2020. The application is due October 9. I have begun the application and collecting the necessary data, and would not expect any issue in meeting the deadline. Board approval of this Resolution appears to be a formality and does not create any particular obligation on the part of the City, to my understanding. The City Attorney can speak further to this issue at the meeting if desired.

**8. Resolution 2020-42, Funds Transfer W. Osage CID.** This Resolution authorizes transfer of \$75,000 from W. Osage CID to Transportation, for purposes of paying Preventive Pavement Maintenance Program 2020 expenses. This transfer was included in the FY 20 budget.

**9. Resolution 2020-43, ArchTech LLC contract renewal.** This Resolution provides for renewal of our existing IT contract for another year. The original contract called for the Year 2 fee to be \$36,000 annually (\$3,000 monthly); ArchTech has requested that the contract instead be renewed at the original Year 1 fee of \$43,800 (\$3,650 monthly). Though our IT improvements have been a bumpy road at times, ultimately I agree with ArchTech that the scope of the Year 2 program exceeds what we originally envisioned, and I am in support of renewing at the current fee structure. I can address further questions on this item at the meeting if desired.

**10. Resolution 2020-44, Engineering Services Contract, Highway N Phase 4.** This Resolution authorizes a contract with SC Engineering (dba Cochran) for design and construction inspection services for the Highway N Phase 4 project. Cochran was one of three firms that submitted qualifications in response to our recent RFQ posted on the MoDOT website. The other submittals were from IMEG Inc and Engineering Surveys and Services, LLC. While both firms have experience in roadway projects similar to ours, most of their work has been in other regions and does not have the same level of competence and experience with St. Louis MoDOT that Cochran has. Cochran of course has performed work on the other Highway N phases and has a strong familiarity with the project and the City’s process and expectations.

The total fee here is within the project budgets and includes the required 10 percent DBE participation via subconsultant Access Engineering. As the Board has heard me state on numerous occasions, the City chooses its professional services based on the consultant’s qualifications specific to our project, and Cochran in our judgment is the clear top choice for this project. We would respectfully request approval.

**11. Budget report.** At this point the budget picture remains similar to past discussions. Our finances are generally sound and stable, and we have no “red flags” at the current time. The General Fund budget is in quite good shape actually and is a source of strength. Contingency remains strong and fortunately we have not had to tap it throughout the entire pandemic period. The half-cent sales tax funds (Capital Improvements, Transportation and Parks & Storm) meanwhile have all been stretched by recent major project spending, and we will need the fall and winter to recover. With respect to Capital Improvements, I would emphasize again that funding for any major street, building or parks project at this point frankly is not there. Denton Road bridge is the next major street project, with Highway N Phase 4 behind that. We will need to build balances both in Transportation and CIST to fund those projects once they get into construction. Red Cedar of course is our top building project, and while the budget is secure for the architectural design contract, the actual construction of course will very likely require financing. The Parks Master Plan includes an array of recommended projects, large and small, and funding for a project of any size in Parks likely will also require financing. I think the Board understands this but I would want to emphasize this point again, especially given our current balances in each of these funds. I will provide updated information at the meeting.

**12. Park Video Security report.** At the September 15 meeting the Board instructed me to perform a review of our parks video security system. I reached out to the Police Department and Communications as well as Chris Bay, Bay’s ET, who installed the system we have currently and who maintains it under contract with the City. A condensed version of Mr. Bay’s report is provided below. I have also forwarded this information to the Park Board and have asked for a review and recommendation at the October 5 meeting.

Upon review I think all parties agree the top priority is to address the far southeast corner of Birk Circle in the Community Park (ie “Creeper’s Corner”) as well as to better watch the entrance to the Community Park. The cameras we now have are quite good, but the southeast corner area and the entrance area are two spots where we could improve. We also recognize the need to get cameras on Jensen Point. This has been a work in progress and is nearing conclusion. This work has been previously authorized so it is just a matter of making the necessary electric runs and getting the cameras installed.

We have identified needs for improvements at many other areas as noted below. I would note that there was no specific budget for these items this year (apart from maintenance) so any new cameras would require budget amendments. Please note also that the information from Chris Bay does not include any hard pricing. If we want to proceed we would request a firm quote which could then be considered by the Board at a future meeting.

The following again is a condensed version of Mr. Bay’s report. Capt. Locke can speak further to this issue at the meeting if desired.

#### Community Park

**Southern tree line/bridge:** The southern wood line doesn’t have any coverage currently. Adding a fixed placement camera covering the bridge, a PTZ to watch the remaining wood line headed east and tripping back north would be very useful. I also recommend upgrading the lighting at that area. Cost range: \$10K including new lighting.

**Entrance:** I suggest adding 2 standard vision cameras, and 1 plate camera to get a good look at the folks coming and going, as well as capturing the plates of the

vehicles coming through. This would be extremely valuable in theft situations. Cost estimate: \$5K

Liberty Field

Entrances: I suggest adding at least 1 standard vision and 1 plate camera at both entrances to capture who is coming and going in the park. This would be extremely valuable in theft situations. Cost estimate: \$15K for both entrances.

Concession stand: Adding at least one fixed placement camera watching the transactions/cash register.

Blackburn Park:

Existing installation: Adding an additional camera to widen the field of view to completely cover parking, and allow a view of the cliff face itself.

Entrance: Adding regular vision and plate camera to capture all vehicles coming up the hill that may go to Blackburn or water storage facilities. Cost estimate: \$7K for both.

Areas outside of the parks: Recommend adding cameras to all water related treatment and storage facilities. Possible grant funding available. Cost: TBD.

City Hall: Replacing all outside cameras to current models allow clear vision to city parking and property. The current cameras are less than 5% of the detail of the modern UHD models available. Add 1 PTZ to the exterior to be toured around Bigfoot Plaza, and looking down towards the bank, and Osage St. Cost range: \$2K  
Add a light post to the west most point of Bigfoot Plaza and install 1 fixed camera facing back towards City Hall, and 1 additional facing parking lot. Cost range: \$5K.

**13. Police vehicle purchase.** This is an agenda item under the Acting Police Chief report. Captain Locke has been making arrangements for a vehicle to replace the one that was stolen and wrecked. The vehicle has been totaled by MIRMA and we are expecting to receive approximately \$16,000 in insurance payment. Capt. Locke has a quote for a new Ford K8A utility package patrol vehicle (\$34,200 state bid) which is in the Board packet. The cost to equip the vehicle is estimated at approximately \$4,000, though for purposes of Board approval we would request authority up to \$40,000. Capt. Locke can address this further at the meeting if desired. At \$40K, the total cash outlay then would be \$24K after the insurance payment. This of course was not budgeted but can be paid out of existing General Fund cash reserves.

**14. Winchester Building appraisal.** The appraisal for this property has been received; a copy will be forwarded at the Board meeting. The property owner has also provided a copy of an appraisal from 2018; a copy of this will also be forwarded to the Board. A closed session has been scheduled to discuss a purchase agreement for this property, which would be forwarded to the Municipal Park Grant Commission to be included in our grant application.

**15. HVAC Maintenance proposal.** This is an agenda item under the Community Development Director report. We have a proposal from Doll Services West LLC to perform annual maintenance of the Government Center building at an annual cost of \$8,990. A copy is in the Board packet. Mr. Kopp can speak on this agreement further at the meeting.

**16. Alley maintenance plan.** The Board had previously instructed staff to review City alleys and provide a plan or proposal for how to address maintenance and improvement. We do not have a full-blown plan at this point but have spent some time reviewing various alleys to better understand the scope of the problem. The older developed areas of town have numerous alleys, and in many areas these alleys play a

rather critical link in the overall transportation grid. In general the alleys are in fair shape, though certainly there are maintenance issues in some areas. For the time being our maintenance plan in our judgment should be to continue to maintain them as we have previously, essentially filling potholes and performing repairs as necessary. Beginning next year we do feel we likely will want to develop an improvement program, where we can address certain sections as part of some kind of maintenance contract. In the meantime I would invite Board members to travel our alleys on occasion. I think many will be surprised how many are actually out there.

**17. Residential parking permit / Ballpark parking.** This issue has been discussed among staff, police and others in recent weeks. Capt. Locke has proposed a plan where we restrict parking to only those residents who have permits. The permits would be issued through our occupancy program. We do not have anything like this on the books currently but do think it could be workable. One drawback is such a program would not easily accommodate visitors to the residences within the permit parking area. Capt. Locke has done most of the research on this topic and can provide more information at the meeting if desired.

**18. Information items.**

- **Parks Master Plan.** The Parks Master Plan is nearing the final phase and is scheduled for presentation to the Board of Aldermen at the **Oct. 20 meeting**. The Plan was reviewed by the Park Board at its September 14 meeting and was recommended for approval.
- **Planning and Zoning Commission meeting Oct. 13.** We received an application Oct. 1 for a Planned Unit Development on an approximate 55-acre tract on Old Gray Summit Road, west of Ridge Meadows subdivision and east of Longview Meadows subdivision. This development is scheduled for initial review by the Planning and Zoning Commission Oct. 13. We are utilizing the services of SPS Planning (Shawn Seymour) to assist in the review process. We would expect to present the application and accompanying memorandum to P-Z by early to midweek next week, and will copy the Board on any correspondence.

Respectfully submitted,



Steve Roth  
City Administrator

September 21, 2020

### **Notice of Public Hearing**

Pursuant to the provisions of Section 71.012, 71.014 and 72.401.9 RSMo., notice is hereby given that the Board of Aldermen of the City of Pacific, MO will conduct a Public Hearing on October 6, 2020 at the Pacific Government Center, 300 Hoven Drive, beginning at 7 p.m. or shortly thereafter, to hear comments on a verified petition for Voluntary Annexation for the following parcel of land located on or about property commonly known as 1911 Old Gray Summit Road, Pacific MO 63069, Franklin County Parcel ID 19-1-11.0-3-000-024.000, and being further described, in part, as follows:

Part of the Southeast quarter of the Southwest quarter of Section Eleven (11), Township Forty-Three (43) Range Two (2) East of the 5<sup>th</sup> P.M., described as follows: Beginning at an old stone at the southwest corner of said qr.qr. section and run thence on the West line thereof north 0 degrees 42 minutes East 295.6 feet to an iron pin in the South line of the County Road, thence on said road line North 84 degrees 10 minutes East 410.6 feet to an iron pin, thence South 0 degrees 42 minutes West 343.7 feet to an iron pin in the South line of said section and thence on section line North 88 degrees 40 minutes West 409 feet to the point of beginning, containing 3.00 acres, according to survey by B. E. Hammer, Registered Land Surveyor, dated February 25, 1966, EXCEPTING THEREFROM that part conveyed to the County of Franklin for additional right of way of the County Road by deed of record in Book 292, page 681, which has the address of 1911 Old Gray Summit Road, Pacific MO 63069.

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

BEFORE THE BOARD OF ALDERMEN  
CITY OF PACIFIC, MISSOURI

VERIFIED PETITION FOR VOLUNTARY ANNEXATION

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

In support of their Petition, Petitioners state as follows:

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

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

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

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

IN WITNESS WHEREOF we have hereunto set our hands this 18 day of September, 2020.

Theodore R. Walker  
Linda K. Walker

Owner

State of Missouri                    )  
  ) SS  
County of Franklin                 )

On this 18 day September, 2020, before me appeared Theodore + Linda Walker, to me personally known to be the persons who executed the foregoing Petition and acknowledged that the facts and statements contained therein are true and correct and that they executed the same as their own free acts and deeds.

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

Kimberly S. Barfield  
Notary Public

My Commission Expires:



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## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 8, 19 91. The grantor is THEODORE R. HALKER AND LINDA K. HALKER, husband and wife ("Borrower"). The trustee is GLENNON J. BAUMANN ("Trustee"). The beneficiary is HEARTLAND SAVINGS BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 312 NORTH SIXTH STREET, ST. LOUIS, MISSOURI 63101 ("Lender").

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND NO/100----- Dollars (U.S. \$ 35,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2006

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in FRANKLIN County, Missouri:

*Part of the Southeast qr. of the Southwest qr. of Section Eleven (11), Township Forty-three (43), Range Two (2) East of the 5th P.M., described as follows: Beginning at an old stone at the Southwest corner of said qr. qr. section and run thence on the West line thereof North 0° 42' East 295.6 feet to an iron pin in the South line of the County Road, thence on said road line North 84° 10' East 410.6 feet to an iron pin, thence South 0° 42' West 343.7 feet to an iron pin in the South line of said section and thence on section line North 88° 40' West 409 feet to the point of beginning, containing 3.00 acres, according to survey by B. E. Hammer, Registered Land Surveyor, dated February 25, 1966, EXCEPTING THEREFROM that part conveyed to the County of Franklin for additional right of way of the County Road by deed of record in Book 292, page 681.*

which has the address of 1911 OLD GRAY SUMMIT PACIFIC  
[Street] [City]  
Missouri 63069 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

MISSOURI—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3026 12/83

Form No. 1909 (8907)

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USA 1-800-253-0209 □ MI 1-800-358-2643 □ FAX (616) 791-1131

AGREEMENT BETWEEN SURVEYOR & CLIENT

As Required by Regulation 4 CSR 30-8.020

The surveyor shall locate the existing visible improvements on the tract as described in documents supplied by the client, a copy of which shall be attached hereto and shall make a drawing of his findings.

The following requirements of the Missouri Minimum Standards for Property Boundary Surveys will not be met.

The surveyor shall not set corner markers. The surveyor shall not measure all the sides of the property if it is not necessary to do so to determine that the improvements are on the property. The surveyor shall not locate the tract with respect to corners of the U. S. Public Land Survey or other points of record. Property boundary dimensions shown on the surveyor's plat shall be as of record and shall not be measured dimensions unless there is a significant deviation between the measured and recorded values, then both will be shown.

The client agrees to the above exclusions from the Missouri Minimum Standards for Property Boundary Surveys.



SURVEYOR

Michael R. Burke, L.S. 1615

CLIENT

This survey not valid unless this agreement is signed by both the surveyor and the client.

Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 43 North, Range 2 East of the 5th P.M., described as follows: Beginning at an old stone at the Southwest corner of said 1/4 1/4 section, and run thence on the West line thereof, North 0 degrees 42 minutes East 295.6 feet to an iron pin on the South line of the county road, thence on said road line North 84 degrees 10 minutes East 410.6 feet to an iron pin, thence South 0 degrees 42 minutes West 343.7 feet to an iron pin on the South line of said section and thence North 88 degrees 40 minutes West 409 feet to the point of beginning, containing 3.00 acres, according to survey by B.E. Hammer, Registered Land Surveyor, dated February 25, 1966. EXCEPTING THEREFROM that part conveyed to the County of Franklin for additional right of way of the county road by deed of record in Book 292, Page 681.

See Certificate of Title by Hansen Abstract ( T-4859 )

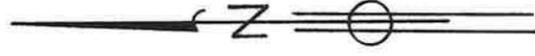


**BURKE AND ASSOCIATES**

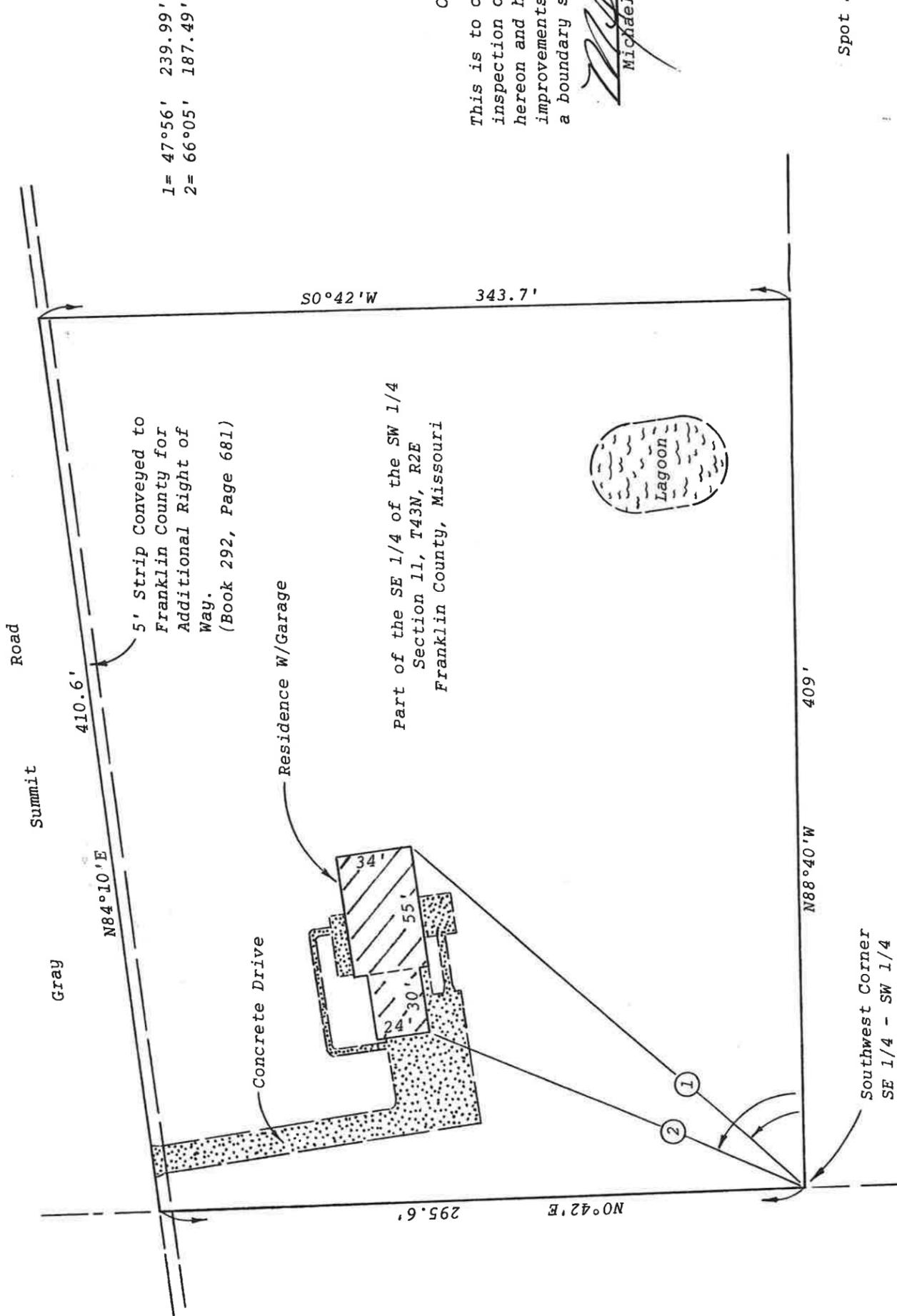
Land Surveyors  
520-A West Osage  
Pacific, MO 63069

Telephone: 257-6060

Spot Survey #91-6



February, 1991  
Scale 1"= 60'



Certificate

This is to certify that I have made an inspection of the tract of land shown hereon and have located the visible improvements as shown. This is not a boundary survey.

*Michael Ray Burke*  
Michael Ray Burke L.S. 1615



Spot Survey #91-6

**BILL NO. 5044**  
**SPONSOR:** \_\_\_\_\_

**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, to provide for the addition of a Water and Sewer Operator position for Public Works; a Police Trainee position for the Police Department; and for Part-Time "Per Diem" budget for Police Department Communications;

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.**

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

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

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

**ATTEST:**

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

**EXHIBIT A**

**WAGE & SALARY SCHEDULE  
FY 2021**

<u>Department / Position</u>	<u>Status</u>	<u>Rate</u>	<u>Hours</u>	<u>Base Pay</u>
Police Department				
Patrol Officer (part-time)	Vacant	\$17.00	0	\$0
Officer Trainee	Open	\$16.50	2080	\$34,320
Communications				
Part-time (Per Diem)	Open	\$13.50	600	\$8,100
Water and Sewer				
Utility Operator	Open	\$22.00 (not to exceed)	2080	\$45,760

**SPONSOR: Adams**

**AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY THEODORE R. HALKER AND LINDA K. HALKER REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE CITY OF PACIFIC, MISSOURI AND GENERALLY LOCATED AT 1911 OLD GRAY SUMMIT 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 Franklin County, Missouri; and

**WHEREAS**, a public hearing was held by the Board of Aldermen on October 6, 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 Theodore R. and Linda K. Halker and located at 1911 Old Gray Summit 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:

Part of the Southeast quarter of the Southwest quarter of Section Eleven (11), Township Forty-Three (43) Range Two (2) East of the 5<sup>th</sup> P.M., described as follows: Beginning at an old stone at the southwest corner of said qr.qr. section and run thence on the West line thereof north 0 degrees 42 minutes east 295.6 feet to an iron pin in the South line of the County Road, thence on said road line North 84 degrees 10 minutes East 410.6 feet to an iron pin, thence South 0 degrees 42 minutes West 343.7 feet to an iron pin in the South line of said section and thence on section line North 88 degrees 40 minutes West 409 feet to the point of beginning, containing 3.00 acres, according to survey by B. E. Hammer, Registered Land Surveyor, dated February 25, 1966, EXCEPTING THEREFROM that part conveyed to the County of Franklin for additional right of way of the County Road by deed of record in Book 292, page 681, which has the address of 1911 Old Gray Summit Road, Pacific MO 63069.

**Section 2.**

Notwithstanding provisions of any other City ordinance to the contrary, the costs of making the sanitary sewer connection to the residence located at 1911 Old Gray Summit shall be split between the City and property owner, with the property owner participation capped at \$1,000.00. The City shall accept all other costs of making the connection. The City shall cause the connection to be made and upon completion shall bill the property owner for the actual costs of piping necessary to make the connection, which cost shall not exceed \$1,000.00.

**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 Franklin County, Missouri, including three certified copies of the ordinance to be filed with the Franklin County Assessor and Franklin County Clerk and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

**Section 4.**

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

**Section 5.**

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

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

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

ATTEST:

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

**BILL NO. 5046**

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

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

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 225 EAST ORLEANS STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-143.000) 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, Pacific Mo Properties LLC is the owner ("Owner") of certain parcels of real property lying and being situated in the City of Pacific, Franklin County, Missouri ("Property"), as more particularly described in Schedule A hereto; and

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

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

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

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

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

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

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

**Section Four.** The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$93,285.96 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.: H51785  
Abstract No.: 133496

**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 9 in Block 34 of INKS ADDITION TO THE 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:**

Pacific MO Properties LLC

**Subject to the following:**

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Any assessments for maintenance of sewer system.
4. Terms and provisions of Ordinance No. 1839 of the City of Pacific, according to instrument recorded in Book 867, Page 688.
5. Any charges from any public water and sewer district.
6. DEED OF TRUST executed by Pacific MO Properties LLC to CB Trustee, LLC, Trustee for Citizens Bank, dated March 24, 2017 and recorded on May 4, 2017 as Document No. 1706521 to secure \$200,000.00 with interest and payable as therein specified.

(provides for future advances under Section 443.055 RSMO)

Continued on next page

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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

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

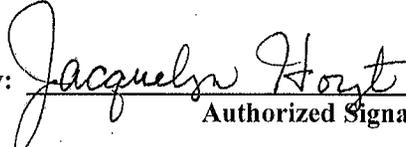
SPECIAL TAXES:	NOT EXAMINED
JUDGMENTS:	NONE.
MECHANIC'S LIENS:	NONE.
FEDERAL TAX LIENS:	NONE.
REQUEST FOR NOTICE OF SALE:	NONE.

Parcel No: 19-1-12.0-4-004-143.000

County Tax Amount for 2019: \$1,030.52, 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. 5047**

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

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

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 223 SOUTH COLUMBUS STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-004-095.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF**

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

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

WHEREAS, Charles R. Phillips and Anita A. Phillips, 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.: H51791  
Abstract No.: 133502

**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 9, Block 33 of WILLIAM C. INK'S ADDITION TO THE ORIGINAL TOWN, NOW CITY OF PACIFIC, MISSOURI, as per plat of record in the office of the Recorder of Deeds of Franklin County.

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

Charles R. Phillips and Anita A. Phillips, 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. 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: Charles R. Phillips; Result: NO MATCH FOUND

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

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

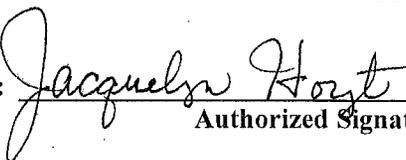
Parcel No: 19-1-12.0-4-004-095.000

County Tax Amount for 2019: \$1,261.48, Paid

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

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

HILLSBORO TITLE COMPANY

By:  Authorized Signatory

## Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (printed or typed) \_\_\_\_\_

Grantee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Grantee's Name \_\_\_\_\_

Grantee's Title \_\_\_\_\_

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

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

TO: \_\_\_\_\_ herein designated as the “**Seller.**”

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

*{Please insert parcel number and legal description}*

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

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

1. **Purchase Price.** The City offers to purchase all the Seller’s right, title and interest in the Property \$\_\_\_\_\_ (\$FMV less \$DOB), payable at such date as the parties may mutually agree (the “**Closing Date**”); which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9 and shall be reduced by any amounts for required deductions set forth in paragraph 9. The seller shall receive no other compensation from the City for the Seller’s right, title and interest in the Property.
  
2. **Marketability of Title.** It is understood and agreed that the Property shall be conveyed with good, clear, marketable title as set forth in Title Standard 4 of the Missouri Bar Association, subject to the following exceptions (hereinafter the “**Permitted Exceptions**”):
  - (1) prior approval of the City Council; (2) any covenants, restrictions, reservations, and easements of record; and (3) all applicable zoning and building laws, regulations and ordinances. It is also understood and agreed that any other encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the City, provided the Seller furnishes the affidavits, or other title papers, if any, described in the applicable standard.

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

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

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

This Offer is presented to the Seller on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
 Mayor  
 City of Pacific, Missouri

This forgoing Offer is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

**EXHIBIT "A"**

City of Pacific, Missouri

Parcel No. \_\_\_\_\_

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

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

*(Please provide parcel number and legal description here)*

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

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

\_\_\_\_\_  
Mayor

**EXHIBIT "B"**

**CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY**

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Property Owner

STATE OF Missouri            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



BILL NO. 5043

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

SPONSOR: Adams

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

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

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

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

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

**Longevity:**

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

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

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

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

ATTEST:

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

**RESOLUTION NO. 2020-41**

**A RESOLUTION REQUESTING THAT ST. LOUIS COUNTY DISTRIBUTE \$47 MILLION OF CARES ACT FUNDS ON A PER CAPITA BASIS TO THE MUNICIPALITIES WITHIN THE COUNTY TO BE USED FOR ELIGIBLE EXPENSES, AUTHORIZING THE MAYOR OF THE CITY OF PACIFIC, MISSOURI, TO ACCEPT CARES ACT FUNDING AND EXECUTE A MUNICIPALITY RELIEF PROGRAM FUNDING AGREEMENT, AND CONFIRMING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS ST. LOUIS COUNTY FROM SUCH DISTRIBUTION**

**WHEREAS**, the United States Congress enacted the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) providing a \$2 trillion economic relief package to provide assistance for American workers, families, and small businesses; to provide assistance to state and local governments; and to preserve jobs for American industry; and

**WHEREAS**, the State of Missouri received \$1.9 billion from The CARES Act, a portion of which was subsequently distributed in part to Missouri counties proportionally based on population, except those counties that received a direct payment under the CARES Act, along with a recommendation from the Governor that counties that received funds directly from the State of Missouri in turn distribute CARES Act funds to local governments located within their jurisdictions; and

**WHEREAS**, the US Department of the Treasury distributed funds from the CARES Act proportionally based on 2019 census data directly to certain local governments, including cities and counties with a population greater than 500,000 and to state governments; and

**WHEREAS**, based on St Louis County’s population, which includes the residents of municipalities located in the County, the County received \$173.5 million directly from the United States Treasury designated to cover necessary expenses incurred due to the public health emergency caused by the COVID-19 pandemic; and

**WHEREAS**, the US Department of the Treasury has issued eligibility guidelines for use of the CARES Act funds which includes, in part, that payroll expenses for public safety may be presumed to be costs for services substantially dedicated to mitigation or responding to the COVID-19 public health emergency from and after the effective date of the CARES Act from March 27, 2020 thru December 30, 2020 (the “Eligibility Period”); and

**WHEREAS**, the County Executive has allocated \$47 million for distribution to municipalities for use for eligible expenditures.

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

**SECTION 1.** The City of Pacific hereby requests a per capita distribution of the above referenced \$47 million allocated by St. Louis County for eligible COVID-19 related expenses.

**SECTION 2.** The Mayor of the City of Pacific, Missouri, is hereby authorized to accept Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) funding from and execute a Municipality Relief Program Funding Agreement with St. Louis County, Missouri, for and on behalf of the City of Pacific.

**SECTION 3.** Upon receipt of such funds and to the extent thereof, the City of Pacific agrees to indemnify and hold harmless St. Louis County from and against any claims of misuse thereof and repay such funds (or portion thereof) immediately upon notice that the U.S. Treasury Department has made a final determination that such distribution (or portion thereof) was not lawful pursuant to its above referenced guidance or otherwise.

**Adopted by the Board of Aldermen and approved by the Mayor on this 6<sup>th</sup> day of October, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**

**RESOLUTION NO. 2020-42**

**A RESOLUTION TO AUTHORIZE TRANSFER OF FUNDS FROM THE CITY’S WEST OSAGE COMMERCIAL AREA COMMUNITY IMPROVEMENT DISTRICT FUND TO PAY EXPENSES RELATED TO CERTAIN CAPITAL IMPROVEMENTS PROJECTS IN THE CITY OF PACIFIC**

**WHEREAS,** the adopted Fiscal Year 2021 budget includes certain fund transfers to pay expenditures related to certain Capital Improvement projects, including the Preventive Pavement Maintenance 2020 program, which provided for asphalt overlays and other improvements of Lamar Parkways and Payne Street;

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

**SECTION 1.** A transfer of funds in the amount of \$75,000 from the West Osage Commercial Area Community Improvement District (CID) Fund to the Transportation Fund is hereby authorized and approved.

**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 6<sup>th</sup> day of October, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**

**RESOLUTION NO. 2020-43**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARCHTECH LLC FOR ONGOING INFORMATION TECHNOLOGY AND MANAGED COMPUTER NETWORK SERVICES FOR THE CITY OF PACIFIC**

**WHEREAS,** the City of Pacific has contracted with ArchTech LLC for certain IT and managed network services for a one-year period which terminates October 31, 2020; and

**WHEREAS,** the City of Pacific desires to renew the ArchTech LLC agreement along the terms and conditions as specified in the attached contract renewal;

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

**SECTION 1.** The Mayor is hereby authorized and directed, on behalf of the City of Pacific, to execute an Agreement with ArchTech LLC for Information Technology Services as described therein. The Agreement is attached hereto as “Exhibit A” and made fully a part hereof.

**Adopted by the Board of Aldermen and approved by the Mayor on this 6<sup>th</sup> day of October, 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**

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# IT SERVICES AGREEMENT

THIS AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY ("IT") SERVICES (hereinafter the "Agreement") is effective this 1<sup>st</sup> day of November, 2020, and is made and entered into by and between ArchTech, LLC, a Missouri limited liability company located at 1650 Shackelford Rd., Ste. 1527, St. Louis, MO 63031 ("ArchTech"), and the City of Pacific, a Missouri municipal corporation, located at 300 Hoven Drive, Pacific, MO 63069 ("the City");

WHEREAS ArchTech is in the business of providing information technology services to the public; and

WHEREAS the City is in need of certain IT related services consisting of both immediate and ongoing needs and maintenance;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- A. **Scope of IT Services.** ArchTech agrees to perform the following IT-related services, as requested and agreed by the City, in accordance with the terms and conditions set forth in this Agreement:
1. Provide helpdesk-type support and troubleshooting, as well as consulting on all current and anticipated systems and business practices regarding existing and new computer systems.
  2. Provide on-site and remote support for end users and managers as needed.
  3. Provide premium anti-virus and anti-malware subscriptions for all systems.
  4. Manage third party applications and services.
  5. Interface with other technology providers as needed.
  6. Provide preventive maintenance and ongoing monitoring of system and network health.
  7. Provide verification of backups and development of an individualized disaster recovery plan.
  8. Provide software patching and operating system upgrades for existing systems.
  9. Manage all facets of the City's hardware, software and user infrastructure as related to IT Services, including routers, switches, hardwired and wireless networks, user accounts, data security, printing and connectivity, etc.
  10. In the event this contract is discontinued or expires, ArchTech will provide one month of transition services to any new provider selected by the City.

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- B. **Term of Agreement.** This Agreement will begin November 01, 2020, and will continue through October 31, 2021. Thereafter, this Agreement shall continue from year to year unless either party provides written notice of an intent not to renew, which such notice shall be delivered not later than September 30 of the non-renewal year.
- C. **Place Where Services Will Be Rendered.** ArchTech will perform its services on-site at the City's headquarters in accordance with this Agreement. In addition, ArchTech may perform services remotely or at such other places as designated by the City in accordance with this Agreement.
- D. **Payment to ArchTech.** For performance of the Scope of IT Services set forth in paragraph A herein, as requested by the City and agreed to be performed by ArchTech, the City agrees to pay ArchTech as follows:
1. \$43,800 for one year of IT Services (\$3650.00 monthly).
  2. Additional Years:
    - i. At present rates, additional years shall be \$36,000.00 per year. ArchTech will give 30 days advance notice before the beginning of a new year of any proposed rate changes, which will be subject to approval by the City.
- E. **Terms of Payment.**
1. ArchTech shall invoice the City \$3,650.00 per month. In each renewal year, ArchTech shall invoice the City \$3,000 per month (or as permitted in Section D.2, above).
  2. The City shall pay ArchTech within 30 days of receipt of any ArchTech invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at the rate of 9% per year (0.75% per month). The City agrees to pay all costs of collection, including without limitation, court costs and ArchTech's reasonable attorney fees.
- F. **Additional Costs.** Additional costs may apply for any of the following services performed outside the scope of this Agreement:
1. Upgrading, updating and/or modifying the City' website.
  2. Writing custom software. Creating custom documents and reports.
  3. Data forensics and analysis, including court-ordered requirements.
  4. Software licenses or subscriptions (other than anti-virus and malware subscriptions).
  5. Increasing the number of computers and users (up to 60 employees and up to

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- 40 computers as of the beginning of services).
  6. New wiring and new hardware installation. Labor for replacing aging systems (excluding substantive new configurations) is included. Running new wire is never included, but ArchTech does provide a substantial discount (30% to 50%) over market rates.
  7. The City shall pay the actual cost of non-warranty parts and labor not performed by ArchTech. In those instances, ArchTech shall manage the replacement, repair and upgrade process on behalf of the City as an included service.
  8. Additional costs for services not covered by this Agreement will be performed at a discounted rate for all labor supplied by ArchTech. That rate will be \$75/hr. Third party labor invoices will be passed directly to the City without markup.
  9. Notwithstanding anything herein to the contrary, such additional services shall constitute a separate agreement with the City and shall require separate approval of same in accord with the City' purchasing policy.

G. **Material Default.** The occurrence of any of the following shall constitute material default under this Agreement:

1. The failure to make a required payment when due;
2. The insolvency or bankruptcy of either party;
3. The subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency; or
4. The failure to make available or deliver IT Services in the time and manner provided for in this Agreement.
5. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the defaults(s). The failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement, unless such failure to cure is waived by the party providing notice.
6. If either party shall default in their performance under this Agreement, which default results in the expenditure of attorney fees to enforce the terms of this Agreement or to

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recover damages for breach of this Agreement, then the prevailing party shall receive its reasonable and actually incurred attorney's fees and court costs in addition to any other damages recovered.

- H. **Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligation shall give the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, order or acts of military or civil authority, or national emergencies, insurrections, riots, or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, offices, agents, or affiliates.
- I. **Working Electrical Outlets and Services.** The City shall provide ArchTech, at the City's sole expense, access to working electrical outlets and electrical services in conditions necessary for the safe and efficient operation of ArchTech's equipment. ArchTech reserves the right to provide or discontinue services as a result of poor or dangerous conditions as determined by ArchTech, its agents, or its employees until such poor or dangerous conditions are remedied by a licensed electrician at the City's sole expense.
- J. **Facilities Made Available.** The City shall provide ArchTech with access to its facilities pursuant to the terms of this section. The City acknowledges and agrees that such access is necessary for ArchTech to perform the work contemplated under this Agreement.
1. ArchTech will provide proof of CJIS-compliant unescorted access verification, including federal and state background checks through the Missouri State Highway Patrol for all unescorted personnel having physical or remote access.
  2. Access to all areas of the City facilities containing systems covered by this Agreement, including after-hours physical and remote virtual (i.e. evenings and weekends) access as required to fulfill its Scope of IT Services. The City may require escorted access at its sole discretion and expense, but such escorted access must

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be readily available and sufficiently flexible to allow ArchTech to fulfill its Scope of Services within the timelines required by and of ArchTech.

- K. **Confidential Information.** ArchTech agrees that any information received from the City during the furtherance of ArchTech's obligations in accordance with this Agreement concerning the personnel, financial or other affairs of the City will be treated by ArchTech in full confidence and will not be revealed to any other persons, firms or organizations without the express written consent of the City.
- L. **Successors in Interest.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.
- M. **Assignability.** This Agreement may be assignable by either party only upon the express written agreement of both parties.
- N. **Entire Agreement.** This Agreement, and the attached Exhibit 1, sets forth all the covenants, promises, agreements, conditions and understandings between the City and ArchTech, and no covenants, promises, agreements, conditions or understandings, oral or written, exist other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or ArchTech unless reduced to writing and signed by them.
- O. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- P. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- Q. **Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt

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requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one party may have furnished to the other in writing.

- R. **Sections and Other Headings.** The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
  
- S. **Governing Law.** The validity, performance and enforcement of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Missouri. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of the Circuit Court of St. Louis County, State of Missouri.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto as of the date first above written.

\_\_\_\_\_  
The City of Pacific

\_\_\_\_\_  
ArchTech, LLC

By its: \_\_\_\_\_

By its: \_\_\_\_\_

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

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

**RESOLUTION NO. 2020-44**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SC ENGINEERING, LLC dba COCHRAN FOR PROFESSIONAL SERVICES RELATING TO PRELIMINARY ENGINEERING AND CONSTRUCTION INSPECTION OF HIGHWAY N PHASE 4 IMPROVEMENTS, FEDERAL PROJECT NO. STP 5419(613)**

**WHEREAS**, the City of Pacific has requested qualifications from qualified firms to provide certain professional services relating to design and construction of transportation related infrastructure improvements in the City of Pacific; and

**WHEREAS**, the City of Pacific, upon canvassing the qualifications submitted, has determined that SC Engineering, LLC dba Cochran is the firm best qualified to provide certain professional services as hereinafter set out, and has solicited a proposal from said firm to provide said professional services;

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

**SECTION 1.** The Mayor is hereby authorized and directed, on behalf of the City of Pacific, to execute an Agreement with SC Engineering, LLC dba Cochran for Professional Services relating to planning, design and construction inspection for the Highway N Phase 4 Improvements Project. The Agreement is attached hereto as Exhibit A and made fully a part hereof.

**Adopted by the Board of Aldermen and approved by the Mayor on this 6<sup>th</sup> day of October , 2020.**

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**Steve Myers, Mayor**

**ATTEST:**

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**City Clerk**

**CITY OF PACIFIC**  
**Highway N Phase 4 Improvements**  
**Federal Project No. STP-5419(613)**

**ENGINEERING SERVICES CONTRACT**

*THIS CONTRACT* is between the **City of Pacific**, Missouri, hereinafter referred to as the "Local Agency", and SC Engineering, LLC dba **Cochran** with offices located at 737 Rudder Road, Fenton, Missouri 63026, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its STP program, coordinated through the Missouri Department of Transportation, the Local Agency intends to make improvements on Hwy N, which will include: 1) concrete curb and gutters; 2) pavement widening; 3) concrete paved approaches; 4) bike lanes; 5) storm sewer improvements; 6) asphalt pavement; 7) ADA curb ramps; 8) street lighting, 9) restoration; and 10) pavement markings of the roadway and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, surveying, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **10%** of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, **10%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total \$ Value of the DBE Sub-Contract	Contract \$ Amount to Apply to Total DBE Goal	% of Subcontract Dollar Value Applicable to Total Goal
Access Engineering 11820 Tesson Ferry Road, Suite 203, St. Louis MO 63128	Engineering design support and drafting services.	\$15,733.00	\$155,606.45	10%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on 9/1/22.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$9,602.47**, with a ceiling established for said design services in the amount of **\$91,559.39**, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$8,110.76**, with a ceiling established for said inspection services in the amount of **\$64,047.06**, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 34.92% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 99.85% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- D. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer’s overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency’s receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Access Engineering, LLC.	11820 Tesson Ferry Road, Suite 203, St. Louis MO 63128	Engineering design support and drafting services.

## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals, the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid program.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and

retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of

insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 30 day of SEPTEMBER, 2020.

Executed by the City of Pacific this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR: CITY OF PACIFIC, MISSOURI**

BY: \_\_\_\_\_  
Mayor

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

**FOR: SC ENGINEERING LLC DBA COCHRAN**

BY:   
Dave Christensen, P.E., Vice President

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

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
City Finance Director

## ATTACHMENT A

### Scope of Services

A. **DESIGN PHASE** - The Engineer will:

1. Determine the needs of the Local Agency for the project;
2. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. Arrange for subsurface investigations;
4. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies, if necessary;
5. Submit electronic files of preliminary plans, estimates and studies for review by the Local Agency and , Missouri Department of Transportation (MoDOT);
6. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;
7. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
8. Ensure compliance with the requirements of the Missouri Department of Natural Resources;
9. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
10. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary;
11. Provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation; and
12. Perform all services required to complete all design phase activities required by MoDOT.

B. **BIDDING PHASE** - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids;
3. Assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT; and
4. Perform all services required to complete all bidding activities required by MoDOT.

C. **CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. Check shop drawings and review schedules and drawings submitted by the Contractor;
4. Reject work not conforming to the project documents;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents; conduct wage rate interviews of one random contractor employee every two weeks;
7. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and perform laboratory testing of samples. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor; prepare monthly progress report to MoDOT;
9. Be present during critical construction operations, including but not limited to the following:
  - a. excavation and backfilling;
  - b. checking of reinforcing steel prior to concrete placement;
  - c. concrete batching and pouring;
  - d. placement of surfacing materials;
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide electronic as-built plans for the Local Agency's records;
11. Perform all services required to complete all construction phase activity required by MoDOT; and
12. Furnish an inspector to monitor and track the contractor's daily operations.

## ATTACHMENT B

### DESIGN AND BIDDING PHASE

	Hours	Rate	Cost
<i>Surveying</i>			
Registered Land Surveyor	48	\$37.00	\$1,776.00
Field Technicians	88	\$25.00	\$2,200.00
CADD Technicians	88	\$27.00	\$2,376.00
<i>Preliminary Design</i>			
Professional Engineers	80	\$44.00	\$3,520.00
Design Engineers	112	\$32.00	\$3,584.00
CADD Technicians	120	\$27.00	\$3,240.00
Clerical	32	\$17.00	\$544.00
<i>Final Design</i>			
Professional Engineers	80	\$44.00	\$3,520.00
Design Engineers	128	\$32.00	\$4,096.00
CADD Technicians	104	\$27.00	\$2,808.00
Clerical	32	\$17.00	\$544.00
SUBTOTAL			\$28,208.00
<i>Payroll Overhead</i>	34.92%		\$9,850.23
<i>General &amp; Admin. Overhead</i>	99.85%		\$28,165.69
TOTAL LABOR AND OVERHEAD			\$66,223.92
<i>Fixed Fee</i>	14.50%		\$9,602.47
TOTAL LABOR, OVERHEAD, AND FIXED FEE			\$75,826.39
Other Direct Costs			
<a href="#">DBE Consultant, Access Engineering, LLC</a>			\$15,733.00
SUBTOTAL DIRECT COSTS			\$15,733.00
<b>TOTAL FOR DESIGN AND BIDDING PHASES</b>			<b>\$91,559.39</b>

CONSTRUCTION PHASE

	Hours	Rate	Cost
<i>Construction Administration and Inspection</i>			
Professional Engineers	72	\$44.00	\$3,168.00
Senior Construction Inspectors	250	\$28.00	\$7,000.00
Construction Inspector Field Technicians	500	\$23.00	\$11,500.00
Engineering Lab Technicians	69	\$22.00	\$1,518.00
Clerical	40	\$16.00	\$640.00
			<u>\$23,826.00</u>
<i>Payroll Overhead</i>		34.92%	<u>\$8,320.04</u>
<i>General &amp; Admin. Overhead</i>		99.85%	<u>\$23,790.26</u>
		TOTAL LABOR AND OVERHEAD	<u>\$55,936.30</u>
<i>Fixed Fee</i>		14.50%	<u>\$8,110.76</u>
		TOTAL LABOR, OVERHEAD, AND FIXED FEE	<u>\$64,047.06</u>
Other Direct Costs			<u>\$0.00</u>
		SUBTOTAL DIRECT COSTS	<u>\$0.00</u>
		<b>TOTAL FOR CONSTRUCTION PHASE</b>	<b><u>\$64,047.06</u></b>

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Engineer):** SC Engineering, LLC dba Cochran

**Project Owner (LPA):** City of Pacific

**Project Name:** Highway N Phase 4 Improvements

**Project Number:** STP-5419(613)

As the LPA and/or Engineer for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Engineer’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

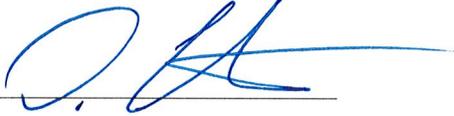
LPA

Engineer

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

Printed Name: DAVID CHRISTENSEN

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

Signature: 

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

Date: 9/30/20



September 30, 2020

Dave Christensen  
Cochran  
737 Rudder Road  
Fenton, MO 63026

Re: City of Pacific, MO – Highway N Phase 4 Improvements Project - STP-5419(613)  
Professional Services Agreement

Dear Mr. Christensen,

Access has prepared the following proposal to provide Subconsultant services for City of Pacific, MO – Highway N Phase 4 Improvements Project - STP-5419(613) project. We will provide staff as requested to provide engineering design support and drafting services.

Services provided by Access staff will be billed on our current hourly rates and will not exceed **\$15,733**, including direct expenses incurred for mileage, printing and postage.

This proposal is based on the following:

1. Consistent and clear communication with Project Manager(s) at Cochran will be required to ensure quality and efficiency of work.
2. Any design support desired beyond the above fee will require a supplemental Service Agreement.

Please let me know if you have any questions about this contract. If you concur with this agreement, please sign and date below.

Sincerely,

Marie C. Dennis, P.E.

Highway N Phase 4 Improvements Project - STP-5419(613)  
Professional Services Agreement Approved:

Signature

DAVID CHRISTENSEN  
Printed Name

9/30/20  
Date



designing healthier, happier lifestyles  
314.849.8445 | acceng.com

transportation • trails • water • construction management

Access Engineering, LLC Fee Estimate Summary	
Client	Cochran
Job No.	<b>STP-5419(613)</b>
Job Name	Highway N Phase 4 Improvement
Date	9/30/2020

**EXHIBIT B**

Classification	ACCESS ENGINEERING		
	Rate	Hours	Labor \$
Principal	\$ 65.32	0	\$ -
Sr. Project Manager	\$ 54.64	0	\$ -
Project Manager	\$ 45.92	0	\$ -
Assitant Project Manager	\$ 38.59	4	\$ 154.36
Engineer II	\$ 33.95	0	\$ -
Engineer I	\$ 31.62	144	\$ 4,553.28
Sr. Technician	\$ 31.60	0	\$ -
Admin	\$ 21.42	0	\$ -
Intern	\$ 15.00	0	\$ -
Labor Subtotal		148	\$ 4,707.64
Overhead/GA		1.9315	\$ 9,092.81
Fixed Fee		14%	\$ 1,932.06
Direct Costs			\$ -
Consultant Subtotal	ACCESS ENGINEERING		\$ 15,732.51

<b>Total Fee</b>	<b>\$ 15,732.51</b>
------------------	---------------------



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
09/11/2020	PC20141	TBD

BY AND BETWEEN:

Doll Services West, LLC  
 115 Flier Drive  
 Suite 101  
 Pacific, MO 63069

AND

City of Pacific  
 300 Hoven Drive  
 Pacific, MO. 63069

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

300 Hoven Drive, Pacific, MO. 63069

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

**MAINTENANCE PROGRAM:** **Customized Professional Maintenance II**  
 and associated Terms and Conditions

AGREEMENT coverage will commence on October 01, 2020 (date). The AGREEMENT price is \$8,990.00 per year, payable \$4,495.00 per Semi-Annual in advance beginning on the effective date of October 01, 2020.

This AGREEMENT price will be \$8,990.00 per Annual from October 01, 2020 (date) through September 30, 2021 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be N/A per N/A. It is understood that the warranty expires on N/A (date).

**SCHEDULES INCLUDED:**

- 1-Inventory of Equipment
- 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Signature (Sales Representative) John Dowil

Signature (Authorized Representative)

Approved For Contractor

Bryan Kopp

Signature

Name (Print/Type)

John Dowil, General Manager

Director of Community Development

Name & Title

Title

Date

Date

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
09/11/2020	PC20141	TBD

Our Customized Professional Maintenance II (CPM-II) is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

**CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:  
 -TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.  
 -INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:  
 -CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.  
 -ALIGNING belt drives; drive couplings; air fins, etc.  
 -CALIBRATING safety controls; temperature and pressure controls, etc.  
 -TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.  
 -ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.  
 -LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.  
 -PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

**CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS**

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



**Inventory Of Equipment**

Proposal Date	Proposal Number	Agreement No.
09/11/2020	PC20141	TBD

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
1	RTU 1	McQuay	DPS012AHC E2DW	FB0U120201 353		
1	RTU 2	Venmar	VHC50VN2W WCCQSRDB X	0060436401 1020201203 06		
1	Condensing Unit (HP)	Daikin	REMQ120PB TJ	A000420		
1	Condensing Unit (HP)	Daikin	REMQ120PB TJ	A000466		
1	Condensing Unit (HP)	Daikin	REMQ120PB TJ	A000465		
1	Condensing Unit (HP)	Daikin	REMQ120PB TJ	A000580		
51	Fan Coils	Daikin	See Plans			
13	Electric Unit Heaters		See Plans			
1	Roof Exhaust Fan	Cook				
3	Wall Exhaust Fans	Cook				
1	Powererd Louver w/Controls					



### Air Filter Service

Proposal Date	Proposal Number	Agreement No.
September 11, 2020	PC20141	TBD

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
1 - RTU	TBD	TBD	TBD	2
2 - RTU	TBD	TBD	TBD	2
7-57 (51 Fan Coils)	18	11x22x1 (??)	TBD	2

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

\*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

Confidential and Proprietary. No Unauthorized Reproduction or Use.

Schedule 6  
**Addendum**

Proposal Date	Proposal Number	Agreement No.
09/11/2020	PC20141	TBD

- CPM 2 will cover:
- 2 hour emergency response time.
- Any Service Calls beyond the Semi-Annual maintenance services, will be billed at current annual rate per hour.
- NEVER ANY OVERTIME CHARGES for service calls during nights, weekends or holidays on covered equipment.
- Any replacement parts or components on covered equipment, will be provided at 10% discount from retail.
- Includes filter changes 2x year, at Spring/Summer Cooling & Fall/Winter Heating Maintenance.
- Includes Condenser Coil cleaning 1x per year.
- This agreement does not include replacement of refrigerant.

**THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.**





707 Rudder Road  
 Fenton, MO 63026  
 Phone: 314-842-4033

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

Invoice number SC6229  
 Date 09/11/2020

Project **SC20-1154 Pacific - Route 66  
 Marketplace Road**

	Amount	
<b>Engineering Design</b>		
Contract Amount	16,565.00	
Percent Complete	20.00	
Prior Billed	0.00	
		Current Billed 3,313.00
<b>Inspection and Testing</b>		
Contract Amount	12,423.38	
Percent Complete	0.00	
Prior Billed	0.00	
		Current Billed 0.00
		Total 3,313.00
		Invoice total <span style="border: 1px solid black; padding: 2px;">3,313.00</span>

W OSAGE C/O  
 18,244.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC6229	09/11/2020	3,313.00	3,313.00				
	Total	3,313.00	3,313.00	0.00	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD

00621 APPLICATION FOR PAYMENT NO. 3

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

For Work accomplished through the date of: 9-2-2020

1 Original Contract Price:		\$	<u>\$362,720.00</u>
2 Net Change Orders and Written Amendments (+ or -):		\$	<u>\$0.00</u>
3 Current Contract Price (1 plus 2):		\$	<u>\$362,720.00</u>
4 Total completed and stored to date:		\$	<u>\$296,087.26</u>
5 Retainage (per Agreement):			
10.00% of completed Work:	\$	<u>\$29,279.25</u>	
10.00% of stored material:	\$	<u>\$329.48</u>	
6 Total completed and stored to date less retainage (4 minus 5):		\$	<u>\$266,478.53</u>
7 Less previous Application for payments:		\$	<u>\$238,456.72</u>
8 DUE THIS APPLICATION (6 MINUS 7):		\$	<u>\$28,021.81</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: 9-4-20

By: Ray Gullet  
 CONTRACTOR

State of: MO

County of: Franklin

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 4th

Notary Public \_\_\_\_\_

My Commission expires: 11-27-21

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-4-20

By: R. Conaway, P.E.  
 ENGINEER

Jessica D Todahl



JESSICA D. TODAHL  
 My Commission Expires  
 November 27, 2021  
 Franklin County  
 Commission #13802045



## Material Stored Osage Street Water Line Project (Pacific Mo)

	Qty:	Price	Unit	Total
<b>Bid Item # 1 (8" C - 900)</b>				
8" C900 pipe	40	\$ 7.66	lf	\$ -
8" anchor collar 1 ft long	5	\$ 140.00	ea	\$ -
8" anchor collar 2 ft long	3	\$ 220.87	ea	\$ -
8" mj 90	0	\$ 91.24	ea	\$ -
8" mj 45	2	\$ 74.55	ea	\$ -
8" mj 22 1/2	1	\$ 72.61	ea	\$ -
8" mj tee	1	\$ 135.89	ea	\$ -
8x6" mj reducer	0	\$ 53.19	ea	\$ -
8x4" mj reducer	1	\$ 50.09	ea	\$ -
6" mj 90	1	\$ 62.90	ea	\$ -
6" mj 11 1/4	1	\$ 48.53	ea	\$ -
6x4" mj reucer	1	\$ 36.50	ea	\$ -
6x2" mj reducer	1	\$ 60.18	ea	\$ -
2" mj 45	2	\$ 26.40	ea	\$ -
8" accesory kits	26	\$ 23.36	ea	\$ -
8" mega lugs	4	\$ 47.48	ea	\$ -
8" mj cap	3	\$ 53.46	ea	\$ -
			<b>Total:</b>	<b>\$ -</b>
<b>Bid Item # 2 (8" DR 9 HDPE)</b>				
8" DIPS HDPE Pipe	80	\$ 10.57	LF	\$ -
8" HDPE MJ adapter	0	\$ 101.75	ea	\$ -
MJ adapter accessory kit	0	\$ 69.02	ea	\$ -
			<b>Total:</b>	<b>\$ -</b>
<b>Bid Item # 8 (Fire Hydrant Assembly)</b>				
Fire Hydrant	0	\$ 1,750.00	ea	\$ -
6" C900 Pipe	0	\$ 4.28	ea	\$ -
6" gate valve	0	\$ 507.00	ea	\$ -
valve box	0	\$ 55.00	ea	\$ -
8x6 tee	0	\$ 112.59	ea	\$ -
6" anchor coupling	0	\$ 140.00	ea	\$ -
6" accesory kits	0	\$ 20.61	ea	\$ -
6" mega lugs	0	\$ 32.08	ea	\$ -
			<b>Total:</b>	<b>\$ -</b>
<b>Bid Item #9 (Existing Main Connections, Capping and Abandonmnet)</b>				
8" C900 pipe	40	\$ 7.66	lf	\$ 306.40
8" anchor collar 1 ft long	5	\$ 140.00	ea	\$ 700.00
8" anchor collar 2 ft long	3	\$ 220.87	ea	\$ 662.10

8" mj 90	0	\$ 91.24	ea	\$	-
8" mj 45	2	\$ 74.55	ea	\$	149.10
8" mj 22 1/2	1	\$ 72.61	ea	\$	72.61
8" mj tee	1	\$ 135.89	ea	\$	135.89
8x6" mj reducer	0	\$ 53.19	ea	\$	-
8x4" mj reducer	1	\$ 50.09	ea	\$	50.09
6" mj 90	1	\$ 62.90	ea	\$	62.90
6" mj 11 1/4	1	\$ 48.53	ea	\$	48.53
6x4" mj reucer	1	\$ 36.50	ea	\$	36.50
6x2" mj reducer	1	\$ 60.18	ea	\$	60.18
2" mj 45	2	\$ 26.40	ea	\$	52.80
8" accesory kits	26	\$ 23.36	ea	\$	607.36
8" mega lugs	4	\$ 47.48	ea	\$	189.92
8" mj cap	3	\$ 53.46	ea	\$	160.38
		<b>Total:</b>		\$	<b>3,294.76</b>

**Bid Item # 11 (Connection of Existing Service Lines)**

8x3/4 saddle for hdpe	0	\$ 131.65	ea	\$	-
		<b>Total:</b>		\$	-

**Bid Item # 12 (Connection of Existing Service Lines with New Curb Stop)**

8x3/4 saddle for hdpe	0	\$ 131.65	ea	\$	-
		<b>Total:</b>		\$	-
		<b>Grand Total:</b>		\$	-

AIA Type Document  
Application and Certification for Payment

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

APPLICATION NO: 3  
PERIOD TO: 9/30/2020

PROJECT: Hogan Storm Water Imp  
Hogan Rd  
Pacific, MO

ARCHITECT'S  
PROJECT NO:

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

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

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

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

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- 1. ORIGINAL CONTRACT SUM ..... \$ 337,180.00
- 2. Net Change by Change Orders ..... \$ 8,260.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 345,440.00
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 229,260.00

- 5. RETAINAGE:
    - a. 5.00 % of Completed Work \$ 11,463.02
    - b. 0.00 % of Stored Material \$ 0.00
- Total retainage (Line 5a + 5b) ..... \$ 11,463.02

6. TOTAL EARNED LESS RETAINAGE ..... \$ 217,796.98  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 173,148.99  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 44,647.99

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 127,643.02  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	8,260.00	0.00
<b>TOTALS</b>	<b>8,260.00</b>	<b>0.00</b>
NET CHANGES by Change Order	8,260.00	

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

By: [Signature] Date: 9/29/20

State of: Missouri Day of Sept 2020  
County of: Franklin  
Subscribed and Sworn to before me this 29th

Notary Public: Kara M Thies  
My Commission Expires: 3/6/24  
KARA M. THIES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Warren County  
My Commission Expires: 03-06-2024

**CERTIFICATE FOR PAYMENT**

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

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

CONSTRUCTION MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

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

AIA Type Document  
Application and Certification for Payment

PROJECT: Hogan Storm Water Imp  
Hogan Rd  
Pacific, MO

APPLICATION NO: 3  
PERIOD TO: 9/30/2020

ARCHITECT'S PROJECT NO:

DISTRIBUTION TO:  
OWNER  
CONSTRUCTION  
MANAGER  
ARCHITECT  
CONTRACTOR

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

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

VIA CONSTRUCTION MANAGER:  
VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Mobilization		LS	\$0.00	\$47,999.60	75.0000%	\$35,999.72	24.9999%	\$11,999.88	\$0.00	99.9999%	\$47,999.60	100.00	\$0.00
2	Full Depth Saw Cut	3,720.000	LF	\$2.15	\$7,998.00	.0000	\$0.00	3,720.0000	\$7,998.00	\$0.00	3,720.0000	\$7,998.00	100.00	\$0.00
3	Type 5 MoDOT Base	252.000	CY	\$50.00	\$12,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,600.00
4	Curb and Gutter (30in Wide)	2,980.000	LF	\$21.00	\$62,580.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$62,580.00
5	8in Concrete Driveway Approach	245.000	SY	\$80.00	\$19,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$19,600.00
6	Full Depth Pavement Repair (Street Cuts)	104.000	SY	\$160.00	\$16,640.00	.0000	\$0.00	104.0000	\$16,640.00	\$0.00	104.0000	\$16,640.00	100.00	\$0.00
7	4in Thick Concrete (Transition Piece)	88.000	SY	\$60.00	\$4,400.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$4,400.00
8	2in BP-2 Surface Mix (Transition Piece)	30.000	TON	\$310.00	\$9,300.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$9,300.00
9	30in HDPE Storm Pipe (Including Rock Bedding)	421.000	LF	\$76.20	\$32,922.20	421.0000	\$32,922.20	.0000	\$0.00	\$0.00	421.0000	\$32,922.20	100.00	\$0.00
10	24in HDPE Storm Pipe (Including Rock Bedding)	348.000	LF	\$54.30	\$18,896.40	348.0000	\$18,896.40	.0000	\$0.00	\$0.00	348.0000	\$18,896.40	100.00	\$0.00
11	18in HDPE Storm Pipe (Including Rock Bedding)	410.000	LF	\$40.00	\$16,400.00	410.0000	\$16,400.00	.0000	\$0.00	\$0.00	410.0000	\$16,400.00	100.00	\$0.00
12	15in HDPE Storm Pipe (Including Rock Bedding)	333.000	LF	\$59.10	\$19,680.30	333.0000	\$19,680.30	.0000	\$0.00	\$0.00	333.0000	\$19,680.30	100.00	\$0.00
13	12in HDPE Storm Pipe (Including Rock Bedding)	393.000	LF	\$46.50	\$18,274.50	393.0000	\$18,274.50	.0000	\$0.00	\$0.00	393.0000	\$18,274.50	100.00	\$0.00
14	30in Flared End Section	1.000	EA	\$865.00	\$865.00	1.0000	\$865.00	.0000	\$0.00	\$0.00	1.0000	\$865.00	100.00	\$0.00
15	Pre-Cast Storm Manhole (per MSD)	1.000	EA	\$1,905.00	\$1,905.00	1.0000	\$1,905.00	.0000	\$0.00	\$0.00	1.0000	\$1,905.00	100.00	\$0.00
16	42in Dia Curb Inlet (MSD Single Street Inlet)	7.000	EA	\$2,060.00	\$14,420.00	7.0000	\$14,420.00	.0000	\$0.00	\$0.00	7.0000	\$14,420.00	100.00	\$0.00
17	48in Dia Curb Inlet (MSD Single Street Inlet)	3.000	EA	\$2,060.00	\$6,180.00	3.0000	\$6,180.00	.0000	\$0.00	\$0.00	3.0000	\$6,180.00	100.00	\$0.00
18	60in Dia Curb Inlet (MSD Single Street Inlet)	4.000	EA	\$3,610.00	\$14,440.00	4.0000	\$14,440.00	.0000	\$0.00	\$0.00	4.0000	\$14,440.00	100.00	\$0.00
19	Rip Rap	43.000	SY	\$53.00	\$2,279.00	43.0000	\$2,279.00	.0000	\$0.00	\$0.00	43.0000	\$2,279.00	100.00	\$0.00
20	Inlet Protection	14.000	EA	\$150.00	\$2,100.00	.0000	\$0.00	14.0000	\$2,100.00	\$0.00	14.0000	\$2,100.00	100.00	\$0.00
21	Finish Grading/Seed and Straw (all disturbed areas)	.350	AC	\$22,000.00	\$7,700.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,700.00

AIA Type Document  
Application and Certification for Payment

PROJECT: Hogan Storm Water Imp  
Hogan Rd  
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APPLICATION NO: 3  
PERIOD TO: 9/30/2020

ARCHITECT'S PROJECT NO:

DISTRIBUTION TO:  
OWNER  
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CONTRACTOR

TO (OWNER): City of Pacific  
300 N Hoven St.  
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FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co  
4923 South Point Rd  
Washington, MO 63090

VIA CONSTRUCTION MANAGER:  
VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREV COMP APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
22	CO Pipe & Storm Structre Add Union St	1,000	LSQ	\$8,260.00	\$8,260.00	.0000	\$0.00	1.0000	\$8,260.00	\$0.00	1.0000	\$8,260.00	100.00	\$ .00
					\$345,440.00	\$182,262.12		\$46,997.88				\$229,260.00		
<b>REPORT TOTALS</b>													\$116,180.00	

# City of Pacific Special Events Permit Application

Date 9-24-2020

Permit No: 20-438 (SP2020-007)

Name of Person or  
Organization: Kaleidoscope Consign, LLC

Address: 136 West Saint Louis Street

City: Pacific State: MO Zip: 63069

Description of Event: Fall Market in Kaleidoscope parking lot, with vendors. In the evening,  
we were also wanting to do a Trunk or Treat, all in our parking lot

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

Sunday, October 25, 2020 10-3

Date of Event: TRUNK OR TREAT 6-8

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

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

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

What City services will be needed for this Event? \_\_\_\_\_

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

Check if Not-For-Profit Group? (need proof of 501(c) 3 status) Yes  No   
**Special Events Permit Fee \$100.00**

Applicant Signature C. [Signature] Date 9-24-2020

For office use only

Special Event Type 1 2 3 4 Circle one

Other Departments approval Fire  Police  EMS  Public Works

Exemptions of terms and conditions per Section 401.020 Yes  No

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

**City of Pacific**  
**Special Events Permit Application**

Date 9/30/20 Permit No: \_\_\_\_\_

Name of Person or Organization: Bill + Janice Campbell

Address: 1035 N. Shore Dr.

City: Catawissa State: MO Zip: 63015

Description of Event: 2<sup>nd</sup> Annual Holiday Walk for Our Heroes  
walking track @ Liberty field

Location or Address of Event: Liberty Field

Date of Event: 11/14/20

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

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

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

What City services will be needed for this Event? Need use of the concession  
stand + full use of Liberty Field

Check if Not-For-Profit Group? (need proof of 501(c) 3 status) Yes  No   
**Special Events Permit Fee \$100.00** NOT CURRENTLY

Applicant Signature Janice Campbell Date 9/30/20

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For office use only

Special Event Type 1 2 3 4 Circle one

Other Departments approval Fire  Police  EMS  Public Works

Exemptions of terms and conditions per Section 401.020 Yes  No

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

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