Public Notice posted in accordance RSMO. 610 as amended

Date/Time Posted: Friday, October 16, 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 VIA ZOOM VIDEOCONFERENCING. THE PUBLIC MAY VIEW AT THE FOLLOWING LINK: https://us02web.zoom.us/j/87697644307

TUESDAY, OCTOBER 20, 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 October 6, 2020
   Approve the Minutes from Executive Session on October 6, 2020.

7. Presentations
   a. MIRMA – Jeff Arp
   b. Parks Master Plan, Planning Design Studio

8. Public Participation

9. Mayor Report

10. New Bills
    a. Bill No. 5048 An Ordinance amending the legal description in Ordinance Number 3225 with regard to annexation of property at 18854 Franklin Road petitioned by St. Louis Skeet & Trap Club. (1st reading)
    b. Bill No. 5049 An Ordinance adopting a new Wage & Salary Schedule for Marshal of the City of Pacific, Missouri. (1st reading)

11. Consideration of Bills Previously Introduced

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 (2nd reading) (Sponsor: Adams)
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. (2nd reading) (Sponsor: Nemeth)
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. (2nd reading) (Sponsor: Rahn)
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. (2nd reading) (Sponsor: Rahn)

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 since 8-18-20)*
    b. Resolution No. 2020-45 A Resolution to establish terms and conditions for extension of City of Pacific Sanitary Sewer at property at 1911 and 1885 Old Gray Summit Road.
    c. Resolution No. 2020-46 A Resolution Accepting and Adopting a Parks and Recreation Master Plan for the City of Pacific.
    d. Resolution No. 2020-47 A Resolution accepting the ownership and maintenance of Public Sanitary Sewer, Road and Street Improvements constructed by the Developer of Longview Meadows Subdivision.
    e. Resolution No. 2020-48 A Resolution to authorize the Transfer of Funds from the City's Contingency Fund to the FEMA Flood Buyout Fund to pay certain expenses related to the City of Pacific Voluntary Flood Buyout Program.

13. City Administrator Report
    a. Budget Report
    b. Rodeo update
    c. 1st and Osage traffic study
    d. Hogan Storm project
    e. "Ballpark Village" street paving
    f. Franklin County Transportation grant

14. Director of Community Development Report
    a. 709 Cypress Drive demolition

15. Public Works Commissioner Report

16. City Attorney Report
    a. Forest Glen subdivision street acceptance

b. Westlake Village subdivision street acceptance

17. Acting Police Chief report

18. Miscellaneous
    a. Approve the list of bills.
    b. Approve the invoice from Cochran Engineering in the amount of $ 1,656.50 to be paid from W. Osage CID.

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. 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.

CITY OF
P acific

October 6 , 2020 * RECORD OF PROCEEDINGS

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

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

A roll call was taken with the following results:

Present at Roll Call:
Alderman Nemeth
Alderman Adams
Alderman Rahn
Alderman Stotler
Alderman Frick via zoom
Alderman Johnson

A quorum was present.

Also present: Administrator Roth
Attorney Jones
Acting Chief Locke
Comm. Development Director Kopp
Public Works Commissioner Brueggemann
City Clerk Barfield

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Pastor Harrison offered prayer this evening.

Approve Agenda

Administrator Roth stated he had three additions to the Agenda and they were on the dais. There was a Special Events Permit for Vero Fitness for a 5K on October 24, 2020. There were also two pay requests: one for Hwy OO water main and an invoice from Shelter Works. Motion made by Alderman Adams, seconded by Alderman Stotler to add these too the agenda under Miscellaneous. A voice vote was taken with an affirmative result. Motion made by Alderman Adams, seconded by Alderman Johnson to approve the Amended Agenda. A voice vote was taken with an affirmative result.

Public Hearing

A. 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, Missouri 63069 Franklin County parcel ID number 19-1-11.0-3-000-024-000.

Mayor Myers opened the public hearing and read it into the record. Mayor Myers asked for any comments from the public regarding the public hearing. Mayor Myers asked for any comments from the Board. Alderman Adams stated there is a tree on Cal Koelling's property he understands that we have to bore under the tree. Mr. Koelling is agreeable to that, but if the tree dies his request is that this City takes care of the cost and the responsibility to remove the tree. Alderman Adams is asking for a resolution to be placed on the next agenda stating this. Alderman Rahn asked for a time frame. Public Works Commissioner Brueggemann stated this tree is in a permanent easement, if it dies the City would be responsibility. Motion made by Alderman Adams, seconded by Alderman Johnson for a resolution to be placed on the next agenda. A voice vote was taken with an affirmative result.

Public Participation

Mark Davis, 119 Phelan St., Pacific MO, Mr. Davis stated that Mayor Myers came and talked to him about the project in front of his house, and he said the next time our house flooded, you would fix the problem. Mayor Myers stated he did not say say those words. Mr. Davis stated he wanted to go on record with what you said. Mayor Myers stated that what he said was, we pay a lot of money for engineering services, and we are going to abide by engineers' recommendations for the repairs. We are going to hold their feet to the fire to fix whatever they did wrong, if something is wrong. This is what I said, I did not say those words. Mr. Davis stated the whole neighborhood is upset, water comes through our yards from Payne Street and needs fixed. Mayor Myers stated PW Commissioner Brueggemann was there when we discussed this.

Daniel, 116 Hogan, Pacific, MO, stated he was the grandson of Shorty and when it rains hard the water in his yard comes into the garage and into the backyard. Administrator Roth stated this phase of the project does not come down that far. The curbs will be poured soon. There will be a Phase 2 for the rest of the subdivision. This project came in over budget at $337,000. Then we will evaluate and see how this works and then evaluate again. It does seem that some of the water is coming from the railroad ditch that needs cleaned.

Mayor's Report

Mayor Myers stated he was sorry for City Clerk Barfield's loss of her father-in-law, he was a loved man and offered his condolences.

The Partnership has done a phenomenal job with the rodeo. He thought Friday night was a record-breaking night. He has heard no negative comments and on behalf of the City he would like to thank them.

Jensen's Point - Mayor Myers stated there was graffiti tagged on at least 20 places. Public Works has worked hard to remove it. He thought it was 98% removed. The Magi Foundation has raised funds for the arrest and conviction of whoever has done this. In 10 hours, they raised $ 1,400.00. Flyers are being designed and will be distributed to the school and on social media. Captain Locke stated this was one of the worst he has seen in the parks, they used marker paint and Public Works has done an excellent job removing it. St. Louis County Anti-Gang Division has pictures and they are investigating. Sometimes a mob or gang is responsible for this and this is how they are identified. Alderman Adams stated he thought cameras should also be considered at the Bigfoot Plaza along with completing the camera's at Jensen's Point.

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 (1st reading) (Sponsor: Adams)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5044 by title only for the first 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. (1st reading) (Sponsor: Nemeth)

As posted pursuant to the ordnance, Mayor Myers read Bill No. 5045 by title only for the first reading.

c. Bill No. 5046 An Ordinance authorizing acceptance of the convenience and transfer of certain real property at 225 East Orleans St. 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 there with; and authorizing further action in furtherance thereof. (1st reading) (Sponsor: Rahn)

As posted pursuant to the ordnance, Mayor Myers read Bill No. 5046 by title only for the first reading.

d. Bill No. 5047 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain real property at 223 South Columbus St. Franklin County Parcel number 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 there with: and authorizing further action and furtherance thereof. (1st reading) (Sponsor: Rahn)

Consideration of Bills Previously Introduced

a. Bill No. 5043 An Ordinance authorizing revising the Personnel Manual for the City of Pacific with regard to salary increases for longevity. (2nd reading) (Sponsor: Nemeth)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5043 by title only for the second reading. Motion made by Alderman Nemeth, seconded by Alderman Adams to approve. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Stotler, Alderman Johnson, Alderman Frick. Nays: None. Whereupon, Mayor Myers declared the motion carried and Bill No. 5043 becomes Ordinance No. 3227.

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) (Tabled 10-6-2020)

Attorney Jones stated he received a draft agreement and he had a few proposed revisions and sent it back to them. He has not heard back from them. His recommendation was to leave this on the table.

b. 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 identify and hold harmless St. Louis County from such distribution.

Motion made by Alderman Adams, seconded by Aldermen Nemeth to approve Resolution No. 2020-41. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Mayor Myers stated this is what we almost had to have a special meeting for, but the deadline was pushed back.

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 Improvement projects in the City of Pacific.

Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve Resolution No. 2020-42. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried. Mayor Myers stated we are in the process of dissolving the East Osage CID, we are at our mark for the number of properties, but need 10 more signatures.

d. Resolution No. 2020-43 A Resolution authorizing and directing the Mayor to execute an agreement with Arch Tech LLC for ongoing information technology and managed computer network services for the City of Pacific.

Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve Resolution No. 2020-43. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

e. 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 Improvement, Federal Project Number 5419(613).

Motion made by Alderman Stotler, seconded by Alderman Rahn to approve Resolution No. 2020-44. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

City Administrator Report

a. Budget report

Administrator Roth stated there is not a lot of new news to report. In general, the budget is in pretty good shape. There is $50,000 that was reserved in 2012 when the City sold the Hoven house for a future road project. He stated we have considered tapping into this, we can discuss that more later. Denton Road Bridge Project - our share of this project is $300,000, and we have to build a budget for this. Highway N Phase 4 is right behind that along with the PPMP project funded at least at $300,000.

b. Park video security - Administrator Roth stated we discussed this at the last meeting. He has not done an RFP for specialized services. He thought he would start with the current vendor, who was selected in 2017, which is Bay's ET. Bay's installed and maintains the system now. Administrator Roth stated that Bay's gave him a breakdown park by park. The Community Park has a gap where the tree line by the bridge. A light is needed and a camera to capture the wood line. The preliminary cost of this with the light is $10,000. At this park there is a hole in the system also and the cameras do not catch the vehicles coming in the entrance, this is also a priority. At Liberty Field there are no major issues,

but we would like to improve the entrances. At Blackburn Park we catch the main parking area. There are a few other places that also need addressed. The Water Facility needs cameras along with City Hall and Bigfoot Plaza. Jensen's Point has been previously authorized and work is scheduled for Thursday. Captain Locke stated we have a very good foundation and he has spent hours speaking with Chris and the residents that walk the park. Motion made by Alderman Adams, seconded by Alderman Stotler to move forward with Bay's ET and ask for an itemized list and cost for each park including City Hall and Bigfoot. A voice vote was taken with an affirmative result. He reminded the Board this was not budgeted.

Alleys – Administrator Roth started looking into our alleys and he thinks there are many more than people might expect. Some are in need of repair. He asks that the Board look at some of these alleys. At some point a plan will be presented.

Parks Master Plan - is set for the next meeting.

Planning & Zoning – Administrator Roth stated at the next Planning & Zoning meeting there will be a 55-acre parcel off Old Gray Summit Road, west of Ridge Meadows discussed. There is a PUD application with an interesting proposal. The Developer has had projects in Union, Washington, and Warrenton. Administrator Roth stated this is 55 acres that was previously proposed for development by Lawless homes. This is the combination of single family and 55 and over apartment housing. There have been two meetings with the Developer, we want to take our time and get it right and the Developer understands that. It has been a challenge for staff and we have engaged Shawn Seymour for help.

<u>Director of Community Development Report</u>

HVAC System - Director Kopp stated that since the last meeting Doll Services has been out to replace the motor on the HVAC system. They are certified in the system and have done good work and are a local contractor. In the packet is a Maintenance Agreement Proposal, there is a representative present this evening for any questions. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the Maintenance Agreement Proposal. A voice vote was taken with an affirmative result.

Director Kopp stated we have received 209 permit applications, 26 of those have been residential occupancies, we've done 80 inspections, 31 plan reviews, and code enforcement has issued 37 citations 25 of which have been for nuisance vehicles. He is scheduled to take the Certified Floodplain Manager workshop and exam on November 5th and 6th, and thanked them for the opportunity. There is one nuisance property that has been sighted, we have had the demo hearing and the owner has until November 16th to demolish. This City has publicized for a demolition contractor so we are ready, and we open bids on October 15th at 2 PM. This would come to the next Board of Aldermen meeting for authorization.

Red Cedar - Director Kopp stated the design team will be meeting on October 14th. Director Kopp stated he spoke with Alderman Nemeth and the Administration committee will be meeting on October 30th at 3:00 p.m.

The lobby ceiling has been replaced. There are two sprinkler heads that need replaced also.

Public Works Commissioner Report

Public Works Commissioner Brueggemann stated the Rodeo went well, he would like to see permanent lighting. Bulky trash is going well. Osage Street water main project is complete. Mayor Myers thanked him for his help with the rodeo.

City Attorney Report

Street acceptance, Forest Glen Subdivision – Attorney Jones stated he reviewed the plan for Forest Glen, and there are no funds available.

Street acceptance – Westlake Village Subdivision - He also reviewed the file for Westlake. The City is holding $64,000, staff needs to determine if there are any deficiencies. He stated there appears to be no legal reason why the City couldn't accept the streets of either subdivision. Public Works Commission Brueggemann is going to prepare a punch list on both developments if necessary.

St. Louis Skeet & Trap - Attorney Jones stated the mapping Department in St. Louis County contacted him regarding St. Louis Skeet and Trap. There is another parcel that was acquired in 1995, and they need an ordnance for this property. He suggested we use the deed from 1995 that was attached. Motion made by Alderman Adams, seconded by Alderman Nemeth for Attorney Jones to bring the necessary legislation for the additional parcel. A voice vote was taken with an affirmative result. Attorney Jones stated he did not feel that an additional public hearing was required, as this is treated like an amended petition.

Acting Police Chief Report

Captain Locke stated the Police Department has taken 253 reports since last month, with 128 traffic stops. MIRMA Training has been completed and the Department received very good reviews.

Police Vehicle – He is requesting approval of a new vehicle. There is a vehicle on the lot in Chesterfield that holds the state bid. He is anticipating the cost to be between $16,000 & $16,500. This is an insurance job and replaces the car that was wrecked. Motion made by Alderman Nemeth, seconded by Alderman Rahn to approve the purchase of the new police car. A voice vote was taken with an affirmative result.

Ballpark Parking– Alderman Adams asked for an update. Captain Locke stated he has reviewed the ordinances, and some of them are just written wrong. He thought there was 2 options. The first option was to take the signs down and leave them down. The second optional was to create a permit parking for those residents through the occupancy permit that are issued. Administrator Roth stated the ordinances are difficult to enforce, he thought the permit program is possible but there are drawbacks to it. For example, guest of the residents, how would they be treated and

where would they park. The simple solution is if there are games then we would only need permits when games are played. The issue is enforcement. Alderman Adams asked if this has been discussed with the City Attorney yet. Administrator Roth stated we do not have a formal proposal ready yet. Attorney Jones stated the permit program could be enforced in Municipal Court, but he thought it would be difficult to monitor. Alderman Adams stated the signs are down there now due to a lengthy discussion by the Board of Aldermen years ago, at that time he was not satisfied that they took the right approach. This is still very difficult. Alderman Adams suggested to leave the legislation alone and enforce the ordnance that is on the books. It is difficult to satisfy all the people, all they want is the City to enforce the violation. If an officer sees a violation, he should report it to the court, if they are not guilty, then it falls to the Judge. The officer should not have to make the determination of guilt, the Judge does that. Captain Locke felt that the officer had to prove a violation was committed, not just assume. Alderman Adams stated, not to disagree, but he did not think the officer had to worry about proving anything until they go to court, we don't know that they won't pay the ticket. The prosecutor has to make the case or he can dismiss it. By my approach, we're satisfying the resident and we are not violating any one's rights because they can plead guilty or not guilty in front of the Judge. Alderman Adams stated for the most part the signs are working, there is only one resident that has a problem. Attorney John stated that the ordnance did not need to be changed. Captain lock stated the prosecutor will not prosecute because of the way the ordinance is written. Captain Locke suggested a traffic engineer study for that area. There was further discussion about paving and striping the streets in this area. **Motion made by Alderman Nemeth, seconded by Alderman Adams for administration to get a cost to pave from Meramec St. to the dead end on 5th St. and the price to include stripping at the 6th St. lot. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.** Mr. Roth reminded the Board that this could not be awarded until the November 3rd meeting and to get done this year would be difficult, weather permitting. This project is also not in the budget. Alderman Nemeth stated this would be a solution over time and at least put a number to it. Attorney Jones stated that we prohibit parking within 4' of a driveway and 25' of an intersection currently. Motion made by Alderman Adams, seconded my Alderman Johnson to instruct public works to stripe at the dead end by the ballpark. A voicevote was taken with an affirmative result.

<u>Miscellaneous</u>

a. Approve Osage Street main project Pay Application #3 in the amount of $ 28,201.81 Gullet Contracting.

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 invoice from Cochran Engineering in the amount of $ 3,313 from West Osage CID.

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

c. Approve Pay Application # 3 in the amount of $44,647.99, Hogan storm Water Project, KJ Unnerstall Contracting.

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

d. Approve Special Event Permit, Kaleidoscope Consignment Fall Market, October 25th, 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.

e. Approve Special Event Permit, Holiday Walk for Heroes, Liberty Field, November 14th 2020.

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

f. Approve Special Event Permit for Vero Fitness for a Zombie 5 K on Saturday, October 24, 2020 at 6 PM.

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

g. Approve Final Pay Application for Highway OO in the amount of $86,22.15.

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

h. Approve invoice from Shelter Works in the amount of 59,445 for the fiberglass shelter at the lagoon.

Administrator Roth stated this invoice replaces the building that was out at the lagoon that was damaged. This was covered under insurance.

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

Reports of City Officials

Alderman Nemeth - Nothing to report.

Alderman Adams – Nothing to report.

Alderman Rahn – Nothing to report.

Alderman Frick – Bellevue St. - following up on the traffic study on Bellevue. Captain Locke stated he was still following up on this, but he sees no recommendation for a sign, and the reports show it was more of a neighbor dispute.

Park Board - Alderman Frick stated at the Park Board meeting they discussed changing the hours for the Park and Liberty field. There are concerns over the suicide attempts at Blackburn park and in the future Jensen's Point. Their discussing signs such as crisis counseling or suicide prevention numbers. Mayor Myers suggested Administrator Roth contact Mirma for some suggestions.

Alderman Johnson – Nothing to report.
Alderman Stotler – Nothing to report.

Collector Kelley – Offered her condolences to the Whitman family, Drew lost his dad. She also offered her condolences to JD Parishes' family who has recently passed. She also thanked everyone who helped with the ADAM's Garden ceremony. Mayor Myers apologized as he did not know about Drew's dad or JD.

Executive session RSMO 610.021(2)

Mayor Myers stated he would like to go into Executive Session under RSMO 610.021(2). Leasing purchase or sale of real estate by public government body where public knowledge of the transaction might adversely affect the legal consideration thereof.

Motion made by Alderman Adams, seconded by Alderman Rahn to go into Executive session. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none.

The board went into executive session at 9:04 PM.

The Board reconvened at 10:02 PM. Present at roll call: Mayor Myers, Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler.

Adjourn

There being no further business, motion by Alderman Stotler, 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 10:02 pm.

_____
Steve Myers, Mayor

ATTEST:_____

MEMORANDUM

Steve Roth 636-271-0500 ext. 213
City Administrator sroth@pacificmissouri.com

October 16, 2020

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

Hello everyone,

Please note the following with respect to agenda items and other information for the October 20 meeting.

1. Presentation, Planning Design Studio, Parks and Recreation Master Plan. PDS has been allotted approximately 20 minutes to present the final Master Plan, which is proposed for adoption later in the meeting. PDS presented the report at the Sept. 14 Park Board meeting and the Board following the presentation was unanimous in recommending approval. I will make further comments later in the report.

2. Bill 5048, Amended St. Louis Skeet and Trap club annexation. The City Attorney prepared this bill based on discussion at the last meeting. He can address further questions at this meeting if desired.

3. Bill 5049, Set City Marshal Pay, April 2021-22. This bill sets the pay for City Marshal at $75,000 annually for the term running from April 2021 to April, 2022. As the Board will recall, the City previously directed Franklin County Prop P funding to former Chief Mansell following voter approval in April, 2018. This made the Marshal / Police Chief annual compensation a total of $71,597 at the time of Chief Mansell's resignation. The intent of this bill in part is to include that previous Prop P amount in the new Marshal Salary.

4. 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 bill was first read October 6 and I have not heard any public comment since that time. Unfortunately we have not had much interest in the Water and Sewer position so far, though we will continue the search. As noted at last meeting, 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 Police Trainee pay is based in part on the pay scale now effect for Communications, and in part on the costs of sponsoring a trainee through the Police Academy training process. This rate of pay may be evaluated further in the context of the larger wage and salary schedule. We anticipate beginning those discussions soon, once we receive our 2021 Health Care renewal.

The Wage and Salary amendment also 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. The amendment proposed here would

formalize the pay and hours allotment ($13.50 hourly / 600 hours total) and incorporate it into the existing schedule.

5. Bill 5045, Voluntary Annexation 1911 Old Gray Summit Road. This bill accepts the voluntary annexation of this property as discussed at the October 6 meeting. I have not heard any public comment on this proposal since the first reading. As discussed at last meeting, the provisions for the sewer connection at the property 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.

We see no reason not to accept the annexation as proposed and would respectfully request approval.

6. Bill 5046 and 5047, Flood Buyout acquisitions, 225 E Orleans and 223 S Columbus. These two bills authorize acquisitions of these properties. I have not heard any public comment since the first reading October 6.

We have received the formal Authority to Use Grant Funds (AUGF) from the state CDBG program. A copy is in the Board packet. CDBG as of this writing was still reviewing some of our procurement files before giving us OK to proceed with the first round of acquisitions.

I have made these comments before but I would emphasize again: This final phase of acquisition is very meticulous and time-consuming, and requires significant staff time on my part and the City Clerk. We are up against a March 26, 2021 deadline to complete the project. We are on schedule but without much margin for error. The first round of demolitions are out to bid and scheduled to open Oct. 29. We expect to have a recommendation of award at the Nov. 3 meeting. Board understanding and cooperation as we get to the finish line is appreciated!

7. Resolution 2020-40, Bend Ridge Estates Street acceptance. This Resolution was tabled at recent meetings, subject to discussion between the developer and City Attorney. The City Attorney can advise further on this at the meeting.

8. Resolution 2020-45, Sanitary Sewer extension terms, Old Gray Summit Road. The Board directed this Resolution be prepared and scheduled for this meeting. The Resolution essentially provides that the sanitary sewer main construction will be subject to a permanent easement, and the terms of the easement document will include a provision making the City responsible for damages to trees or other vegetation during construction or as a result of construction.

9. Resolution 2020-46, to Adopt Parks Master Plan. This Resolution formally adopts the City of Pacific Parks and Recreation Master Plan as prepared by Planning Design Studio. A copy is included with the Board packet. The final Plan document is the result of some nine months' worth of existing inventory and data-gathering, public input, meetings and other activities. We feel it is an excellent representation of the community's desires and expectations for the parks system. Assuming Board approval, it would be our

intent to lay out an "action plan" for the 2021 calendar year based on the Plan recommendations. We are nearing the hiring of the Park Superintendent, so we would expect the new hire to review the plan in depth and then formulate the action plan going forward, in consultation with the Park Board, City staff and Board of Aldermen, as required. As noted in the Resolution, the Plan should be a guide to ongoing maintenance and improvement of the Parks system. It is not "set in stone" and binding, but at the same time we would expect the Plan to be the basis of decision making going forward. In this way the Parks Master Plan would serve a similar function as the City's Comprehensive Plan as it relates to the Planning and Zoning Commission. New physical land developments should be in harmony with the Comprehensive Plan; new Park initiatives and projects should similarly be in harmony with the adopted Master Plan.

10. Resolution 2020-47, Accepting Streets and Sanitary Sewer improvements, Longview Meadows subdivision. This Resolution accepts the public improvements at Longview Meadows subdivision; both sanitary sewer and the subdivision street. The Public Works Commissioner has inspected the sanitary sewer and recommends acceptance. He has inspected the street construction and recommends acceptance with one contingency; there is an area of ponding in the street cul-de-sac that needs to be addressed.

This topic of course has been subject to Board discussion in the recent past, and would expect similar discussion here. I have advised the Longview Meadows developer of the City's negotiations with the Bend Ridge Estates developer, and have suggested a similar approach here, where we essentially get a 5 percent maintenance bond to essentially warranty the street construction for a set term. This would amount to approximately $17,000 for this development. Having said this I do believe the fact that there are no curbs or sidewalks in the Longview Meadows development make this development a lower risk for issues during construction.

I would also want to make a comment on the larger issue of the relationship between City and developer. The basic premise is the developer agrees to construct public improvements to the City's specifications, in exchange for the City accepting ownership and maintenance once the improvements are constructed. Assuming the developer has met the City's specifications, and provided all engineered testing, data and other certifications that the work has been constructed properly, then the City in my opinion has a good faith obligation to accept those improvements going forward. I understand that the City incurs some risk in accepting the improvements without any ongoing security, but in my experience **if** the improvements have been constructed to City specifications, then this risk has been very low.

I understand there are reasonable differences of opinion on this issue. I think the concept of requiring a maintenance deposit of builders in a subdivision is a good one and would protect against damage to curbs and sidewalks in particular. I understand the idea of the "90 percent rule" but don't feel it is workable and ultimately fair to the developer, nor to the home buyers in the subdivision. If the improvements are public, then the developer and home buyer both have a reasonable expectation that the City will maintain. If we do want to impose a 90 percent rule, then we should make this a condition of the subdivision indentures so that buyers understand they will have some responsibility for the streets for some period of time. In my opinion, if the City makes the determination that the risk of failure or damage to the streets is too great to accept until full build out of the subdivision, then we should make these private streets to begin with.

I recognize that this is a position that is probably more "pro-developer" than the City may have taken in the past. However I would again make a comment regarding the Comprehensive Plan, which clearly supports more development across the spectrum. There is no direction or indication in the Comp Plan as I read it for the City to be tightly restrictive to new development. In my opinion, a policy that puts

developers on the hook for ongoing maintenance and puts new home buyers on the hook for basic services such as snow plowing, is not in the spirit of the Comp Plan nor frankly how I would prefer to do business. Again, I realize there may be reasonable differences in opinion on this issue, but I would hope we get to a point that is reasonable and fair to all parties; City, developer, residential builders and home buyer.

11. Resolution 2020-48, Flood Buyout transfers. This Resolution provides for funds transfers to purchase the first six properties in Flood Buyout program. The properties and transfer amounts are listed in the Resolution. The transfers are for the 25 percent CDBG piece only; we expect the 75 percent FEMA piece to be paid up front. I may have more information on this point at the meeting.

12. Budget report. At this point the budget picture remains more or less the same as in past discussions. The October 1-cent sales tax payment was $78,604, down from last year but up from any year prior to that. Calendar year receipts are now at $803K. We would expect to hit the $900K mark (at minimum) and possibly well beyond that. If so this would be a very good result all things considered. The October Ameren gross receipts payment was $95,838, down from the past two years but still a fairly good number. For the calendar year we are tracking very near to the 2019 numbers, if not slightly ahead. Finally, Prop P law enforcement sales taxes also continue to be strong, with our numbers tracking very close to the 2019 numbers.

The primary revenue concerns are the half-cent sales taxes and our ability to fund capital improvements, particularly street projects. Tourism revenues are also down significantly and may not rebound fully for a while. However revenues in all other categories generally have been quite strong and our finances in general seem quite strong.

Though we don't have September numbers yet, the early expenditures numbers (July-August) show expenditures tracking below budget for the most part. We have had some recent unanticipated expenditures (replacement police vehicle primarily) but these are accommodated with the better than anticipated revenue numbers. There are no problem areas of expenditures currently.

1-CENT SALES TAX HISTORY

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	$85,500	$36,205	$106,640	$64,004	$52,054	$74,148	$53,220	$769,277
2008	$66,360	$44,658	$108,729	$62,035	$42,428	$79,410	$61,410	$773,365
2009	$62,811	$42,968	$90,312	$53,928	$39,076	$67,788	$59,553	$700,968
2010	$74,507	$32,975	$89,561	$56,246	$34,471	$58,327	$54,798	$660,943
2011	$75,119	$30,185	$98,338	$60,728	$35,652	$73,086	$61,463	$688,461
2012	$61,947	$36,895	$99,089	$63,030	$35,148	$75,752	$49,067	$707,918
2013	$65,568	$36,465	$99,352	$51,187	$52,698	$99,689	$50,138	$758,185
2014	$95,725	$37,417	$100,311	$74,547	$39,237	$107,515	$64,038	$811,197
2015	$81,332	$45,835	$105,931	$70,662	$43,823	$75,611	$96,720	$869,846
2016	$37,696	$78,624	$52,135	$72,738	$50,667	$93,350	$93,350	$849,602
2017	$83,450	$48,207	$97,845	$74,244	$44,943	$96,860	$56,636	$829,787
2018	$89,758	$55,855	$89,414	$71,238	$60,875	$81,640	$64,686	$900,713
2019	$154,996	$85,937	$62,095	$123,857	$87,795	$47,141	$82,890	$985,799
2020	$93,745	$75,506	$84,160	$107,917	$78,604			$803,547

13. Rodeo update. We have made this an agenda item to provide a financial report to the Board, and to discuss potential use of the Rodeo funds. We do not have a final report at this time but would expect to have it at the meeting. The City had $22,312 remaining in the Rodeo restricted account from the 2019 rodeo; we have around $24,000 in anticipated gate fees from the 2020 rodeo, in addition to sponsorships. The Tourism Commission reviewed this at its Oct. 13 meeting and recommended that the City pursue grading of the north "cow pasture" area, as well as purchase of a new set of bleachers. We would request this recommendation be given some consideration by the Board at the Oct. 20 meeting. The bleacher purchase would require informal bidding and quotes from vendors; the grading work would require a basic specification (at minimum) and competitive bidding.

14. 1st and Osage Street traffic study. We have utilized Cochran as a consultant for this project and have a traffic study proposal from CBB engineering to analyze the 1st and Osage turning issues. Dave Christensen from Cochran solicited the proposal on our behalf and recommends approval. The traffic study would provide baseline data for a more comprehensive project scope to be developed. This is envisioned to be paid by E. Osage CID funding. We have budget for this and would respectfully request approval. I can speak further to the details at the meeting.

15. Hogan Storm project. We met with the contractor Oct. 16 and will likely have a change order for consideration at the Oct. 20 meeting. We will provide more information on the project at that time.

16. "Ballpark Village" street paving. The Board at last meeting directed that we get pricing for paving of the streets around the PYA ballfield facility, or what we are calling "Ballpark Village." I discussed this with Dave Christensen, Cochran, who suggested further review in the context of the larger plan before we proceed. These streets are in similar condition to many other streets in the City, and leaping them forward ahead of other identified projects in our opinion should require further review. We also have a real budget concern as well as timing. If we do want to proceed with the project, we will need to schedule it for spring, 2021 as it is too late in the season to have it scoped and properly spec'd for competitive bidding. Alternately we could in theory dispense with any engineered specification and simply do an overlay of the existing streets. It may be possible to do this yet this year but it would be subject to asphalt availability and likely would come at a price premium. In summary we would suggest the project be considered in the context of the 2021 plan, with further information to come to the Board later in the year.

17. Franklin County transportation grant. This is an information item only; I attended a meeting Oct. 8 and the result was the City was awarded $50,000 for the 2020 Preventive Pavement Maintenance project (Payne Street and Lamar Parkway). The total project cost was $190K; we expect the final pay app to be submitted by Nov. 3. The grant is reimbursable, so we need to pay the invoice up front. I would credit Jim Grutsch, Franklin County Highway Administrator and Michelle Patke, Highway Dept Accounting Specialist, for their work with this program, which has been helpful to the City of Pacific as well as many county municipalities and road districts.

18. 709 Cypress Drive demolition. This is an agenda item under the Director of Community Development report, as Mr. Kopp has been the lead on this project. We opened bids for this project October 15 and only one bid was received. The bidder, Tubbs & Son Construction, bid the project as specified but also supplied an alternate bid which the Mayor has directed be forwarded to the Board. The alternate bid total is $22,407.30; a copy is in the Board packet. We will provide further information to the Board at the meeting.

19. St. Louis County CARES application. Our preliminary application has been approved and we are now waiting on a funding agreement from St. Louis County. We do expect to receive our per capita share of the St. Louis County allocation, though the exact amount is to be determined. The Board should be aware that our application was specific to law enforcement costs. Other costs such as signage, building disinfections and cleanings, etc. will be submitted to Franklin County.

20. Hummingbird Hills PUD project. A public hearing before the Board of Aldermen has been set for Nov. 3 on this project, following review by the Planning and Zoning Commission at the Oct. 13 meeting. I would compliment both the Commission and developer for the conduct of this meeting, which was very thorough and complete in my opinion. The result was a Commission recommendation in favor of the project, subject to certain conditions to be noted in future Board reports.

21. Winchester Building. We have agreed on a price and are waiting for the final executed contract to be forwarded by the seller. I would not want to make the purchase price public just yet but will do so once we have an executed agreement in hand and forwarded to the St. Louis County Municipal Parks Grant Commission.

22. Information items.

- **Parks Video Security.** I have requested pricing from Chris Bay, Bay's ET, and would hope to provide that at the Nov. 3 meeting.
- **Red Cedar / Administrative Committee meeting.** We met with the Patterhn Ives design team on Oct. 14; I felt it was a productive meeting. Mr. Kopp can provide further information to the Board. Meanwhile an Administrative Committee meeting has been set for Oct. 30 at 3 p.m., the purpose of which is primarily to review the Red Cedar project.
- **No P-Z meeting Oct. 27**. At this point there is nothing on the agenda for this meeting date and we would expect the meeting to be cancelled.

Respectfully submitted,

Steve Roth
City Administrator

BILL NO. 5048 **ORDINANCE NO. _____**

SPONSOR: _____

AN ORDINANCE AMENDING THE LEGAL DESCRIPTION IN ORDINANCE NUMBER 3225 WITH REGARD TO ANNEXATION OF PROPERTY AT 18854 FRANKLIN ROAD PETITIONED BY ST. LOUIS SKEET & TRAP CLUB.

WHEREAS, the Board of Alderman of the City of Pacific passed Bill Number 5041 as Ordinance Number 3225 on September 1, 2020 and the same was approved by the Mayor; and

WHEREAS, the City was informed by St. Louis County that there was an error in the legal description incorporated into Ordinance Number 3225 because it included only Parcel 2, as recorded in Book 9548, Page 2360 of the St. Louis County Records and omitted Parcel 1, as recorded in Book 10605, Page 2386; and

WHEREAS, a public hearing was held by the Board of Aldermen on August 18, 2020 after due notice as required by law, at which any interested person was afforded the opportunity to present evidence regarding the proposed annexation, and no written objection to the proposed annexation was filed with the Board of Aldermen within fourteen days after the public hearing;

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFC, 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 in Exhibit "A" hereto and owned by St. Louis Skeet & Trap Club and located at 18854 Franklin Road is hereby annexed into the City of Pacific, Missouri, and the city limits of the said City are hereby extended to include such real estate, to wit:

See Exhibit "A" hereto.

Together with all improvements thereon known and numbered as: 18854 Franklin Road, Pacific, MO 63069.

Section 3.

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

Section 4.

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

Section 5.

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

PASSED this _____ day of _____, 2020._____

Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____

Steve Myers, MAYOR

ATTEST:

_____

City Clerk

EXHIBIT "A"

Parcel 1 (Book 10605, Page 2386)

A tract of land in U. S. Survey 1897 and U. S. Survey 3064, Township 43 North Range 3 East of the Fifth Principal Meridian St. Louis County, Missouri and being more particularly described as follows: Commencing at a calculated point in the South line of Franklin Road being the Northeast corner of a tract of land conveyed to Emil Wallach, etal by deed recorded in Book 2286 page 353 of the St. Louis County Records; said calculated point being also the Northeast corner of a 20 foot wide strip of land off of the East side of said Wallach tract, conveyed to Von Der Ahe Truck and Trailer by deed recorded in Book 6630 page 155 of the St. Louis County Records; said calculated point being also the South line of the St. Louis and San Francisco Railroad Company right-of-way as acquired by Condemnation Suit No. X-1844; from which an Old Iron Pipe at the Northwest corner of a tract of land conveyed to the Trustees of School District No. [illegible] by deed recorded in Book [illegible] page 2067 of the St. Louis County Records, bears North 37 degrees 56 minutes 12 seconds East, a distance of 43.26 feet; thence along the South line of said Franklin Road the following two courses and distances, South 38 degrees 03 minutes 31 seconds West, 1415.11 feet to a point; and along a curve to the right whose radius point bears North 51 degrees 56 minutes 29 seconds West, 3041.59 feet from the last mentioned point, an arc distance of 342.65 feet to the Actual Point of Beginning of the description herein; said beginning point being also the Northwest corner of property conveyed to St. Louis Skeet and Trap Club by deed recorded in Book 9548 page 2360 of the St. Louis County Records; thence Southwardly along the West line of said St. Louis Skeet and Trap Club property the following three courses and distances; South 68 degrees 55 minutes 29 seconds East, 611.77 feet to a point; South 21 degrees 04 minutes 31 seconds West, 500.31 feet to a point; and South 26 degrees 40 minutes 49 seconds East, 508.97 feet to the North line of property conveyed to Stephan and Gale Powell by deed recorded in Book 7400 page 2464 of the St. Louis County Records; thence along said North line of the Powell property, South 61 degrees 33 minutes 45 seconds West, 349.03 feet to a point; thence leaving said North line 27 degrees 30 minutes 36 seconds West, 1218.01 feet to a point in the aforesaid South line of Franklin Road; thence Eastwardly along said South line of Franklin, along a curve to the left whose radius point bears North 39 degrees 06 minutes 53 seconds West, 3041.65 feet from the last mentioned point, an arc distance of 338.25 feet to the Point of Beginning and containing 13.502 acres, according to survey by Bax Engineering, Planning, Surveying dated May 4, 1995 Project No. 95-6541.

Parcel 2 (Book 9548, Page 2360)

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

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

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

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

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

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

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

1) North 26 degrees 40 minutes 49 seconds West, a distance of 508.99 feet to an Iron Pipe set, with cap, for an angle point,

2) North 21 degrees 04 minutes 31 seconds East a distance of 500.31 feet to an Iron Pipe set, with cap, for an angle point,

and

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

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

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

BILL NO. 5049 **ORDINANCE NO._____**
SPONSOR: _____

AN ORDINANCE ADOPTING A NEW WAGE AND SALARY SCHEDULE FOR MARSHAL OF THE CITY OF PACIFIC, MISSOURI

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

Section 1. The following schedule of wages and salaries is hereby adopted and effective upon the election of the new Marshal in April, 2021, as follows:

POSITION	**SALARY AND EFFECTIVE DATES**
City Marshal	$75,000.00 annually – April 2021 to April 2022

Section 2. This ordinance shall take effect and be in full force from and after the new Marshal is duly sworn in April, 2021.

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

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

ATTEST:

_____
City Clerk

BILL NO. **ORDINANCE NO.**
SPONSOR: _____

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

Department / Position	Status	Rate	Hours	Base Pay
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

BILL NO. 5045 **ORDINANCE NO. _____**

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 PACIFC, 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 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 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

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 Pacifc, 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:

KIMBERLY S. BARFIELD
Notary Public, Notary Seal
State of Missouri
Franklin County
Commission # 11348965
My Commission Expires 11-05-2023

[Space Above This Line For Recording Data]

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, Ragistered 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 [Street] , PACIFIC [City] , Missouri 63069 [Zip Code] . ("Property Address");

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.

To Reorder Please Call: Great Lakes Business Forms, Inc.
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 exclusuons from the Missouri Minimum Standards for Property Boundary Surveys.

SURVEYOR *CLIENT*

Michael R. Burke, L.S. 1615

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

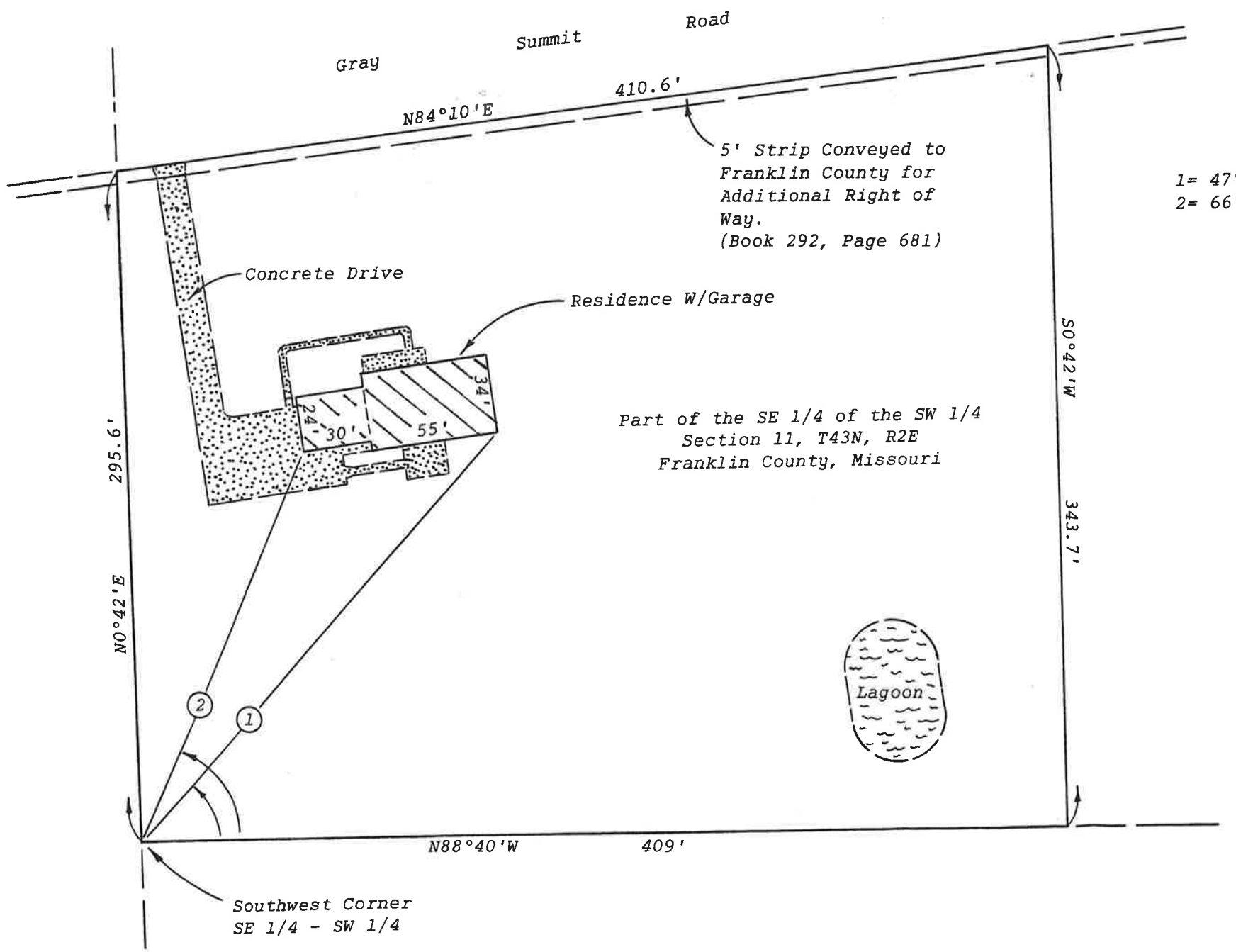
Part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 43 North, Range 2 East of the 5th P.M., described as follows: Beginning at an old stone at the Southwest corner of said 1/4 1/4 section, and run thence on the West line thereof, North 0 degrees 42 minutes East 295.6 feet to an iron 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'



1= 47°56' 239.99'
2= 66°05' 187.49'

Part of the SE 1/4 of the SW 1/4
Section 11, T43N, R2E
Franklin County, Missouri

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 L.S.1615

MISSOURI No. LS-1615 MICHAEL RAY BURKE REGISTERED LAND SURVEYOR

Spot Survey #91-6

BILL NO. **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

HILLSBORO
TITLE COMPANY
Opening doors to confident closings.

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: Jacquelyn Hoyt
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 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:

_____

EXHIBIT "C"

BILL OF SALE

*(property owner)*_____, hereinafter the "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to the City of_____*(city)*_____, Missouri, all the Seller's right, title and interest in all fixtures, improvements and personal property located on the premises at *(street address)*_____, and legally described as:

(Please provide parcel number and legal description here.)

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal; property includes all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, including, but not limited to, electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, attached mirrors, rods, blinds, awnings, storm windows, storm doors, screens, siding, fencing, gates and other fixtures, built-in items and electrical service cable, trees, bushes, shrubs and plants.

DATED this _____ day of _____, 20___

_____
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. **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

HILLSBORO
TITLE COMPANY
Opening doors to confident closings.

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: Jacquelyn Hoyt
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 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:

_____

EXHIBIT "C"

BILL OF SALE

*(property owner)*_____, hereinafter the "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to the City of_____*(city)*_____, Missouri, all the Seller's right, title and interest in all fixtures, improvements and personal property located on the premises at *(street address)*_____, and legally described as:

(Please provide parcel number and legal description here.)

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal; property includes all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, including, but not limited to, electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, attached mirrors, rods, blinds, awnings, storm windows, storm doors, screens, siding, fencing, gates and other fixtures, built-in items and electrical service cable, trees, bushes, shrubs and plants.

DATED this _____ day of _____, 20___

_____
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:

_____

RESOLUTION NO. 2020-40

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

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

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

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

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

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

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

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

_____

Steve Myers, Mayor

ATTEST:

_____

City Clerk

RESOLUTION NO. 2020-45

A RESOLUTION TO ESTABLISH TERMS AND CONDITIONS FOR EXTENSION OF CITY OF PACIFIC SANITARY SEWER AT PROPERTY AT 1911 and 1885 OLD GRAY SUMMIT ROAD

WHEREAS, the Board of Aldermen is considering annexation of property located at 1911 Old Gray Summit Road, and said annexation would require extension of City of Pacific sanitary sewer main to the property; and

WHEREAS, the Board of Aldermen desires to establish the terms and conditions by which the sanitary sewer main will be constructed;

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

SECTION 1. The extension of sanitary sewer main to service 1911 Old Gray Summit Road shall require dedication of a permanent easement along the sewer main route; which said easement shall include the sewer connection point at property at 1885 Old Gray Summit Road. The terms and conditions of any easement hereby dedicated shall include the provision that the City will be responsible for the removal of any trees that are impacted by the sewer main construction, or as a result of construction. In no event shall the property owner be held responsible for trees or other vegetation that is damaged, disturbed or killed during construction or as a result of construction.

Adopted by the Board of Aldermen and approved by the Mayor on this 20th day of October, 2020.

_____

Steve Myers, Mayor

ATTEST:

_____

City Clerk

RESOLUTION NO. 2020-46

A RESOLUTION ACCEPTING AND ADOPTING A PARKS AND RECREATION MASTER PLAN FOR THE CITY OF PACIFIC

WHEREAS, voters in the City of Pacific in April, 2019 gave approval to a half-cent sales tax for Parks and Recreation and Storm Water purposes, styled as "Prop P"; and

WHEREAS, the Board of Aldermen had previously resolved to develop a Master Plan for Parks and Recreation, contingent on voter approval of the aforementioned Prop P; and

WHEREAS, the City of Pacific, following passage of Prop P, requested qualifications from firms interested in providing certain Master Plan services, and the Board of Aldermen following a thorough review of the firms presenting qualifications selected Planning Design Studio for the Master Plan work; and

WHEREAS, Planning Design Studio has since conducted an inventory and needs assessment of existing Pacific parks grounds and facilities, conducted various public input activities to gather feedback from the community, the Park Board and others; and compiled and analyzed past reports, surveys and other data in compiling the final Master Plan report; and

WHEREAS, the Master Plan activities have been supported in part by a grant from the Municipal Parks Grant Commission of St. Louis;

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

SECTION 1. The City of Pacific Parks and Recreation Master Plan, as prepared by Planning Design Studio and dated October, 2020, a copy of which is attached to this Resolution as Exhibit A, is hereby accepted and approved. The Master Plan shall serve as the guide for City of Pacific, its Boards and Commissions and staff, in the ongoing operation, maintenance, development and improvement of the City's Parks and Recreation system.

Adopted by the Board of Aldermen and approved by the Mayor on this 20th day of August, 2020.

_____

Steve Myers, Mayor

ATTEST:

_____

City Clerk

RESOLUTION NO. 2020-47

A RESOLUTION ACCEPTING THE OWNERSHIP AND MAINTENANCE OF PUBLIC SANITARY SEWER, ROAD AND STREET IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER OF LONGVIEW MEADOWS SUBDIVISION

WHEREAS, the City of Pacific has previously approved improvement plans for construction of public sanitary sewer and public road and street improvements to serve Longview Meadows Subdivision; and

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

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

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

SECTION 1. The public sanitary sewer, road and street improvements constructed to serve Longview Meadows Subdivision are hereby accepted and approved for ownership and maintenance by the City of Pacific.

SECTION 2. Nothing in this Resolution shall be construed as limiting the City's authority to enact certain policies and procedures to protect the public roads and streets from damage during construction of homes in the development, or to enter into agreements with the developer to guarantee protection of the public infrastructure during construction.

Adopted by the Board of Aldermen and approved by the Mayor on this 20th day of October, 2020.

_____

Steve Myers, Mayor

ATTEST:

_____

City Clerk

West Summit LLC

Mr. Steven Roth
City Administrator
City of Pacific
636-271-0500 ext 213
sroth@pacificmissouri.com

Re: Road Dedication of Longview Meadows Estates

Mr. Roth:

The road at Longview Meadows Estates was built to the city's specifications and is now complete. At this stage we would like to finalize the dedication and acceptance of the road. Of course, contact me at any time if I may be of assistance.

Sincerely,

Thomas (TD) Douglass / Director of Development
tdouglass@tristarcompanies.net
12647 Olive Blvd, Suite 510
St. Louis, MO 63141
Office: (314) 292-5317
Cell: (314) 229-3365

RESOLUTION NO. 2020-48

A RESOLUTION TO AUTHORIZE TRANSFER OF FUNDS FROM THE CITY'S CONTINGENCY FUND TO THE FEMA FLOOD BUYOUT FUND TO PAY CERTAIN EXPENSES RELATED TO THE CITY OF PACIFIC VOLUNTARY FLOOD BUYOUT PROGRAM

WHEREAS, the City of Pacific Voluntary Flood Buyout Program requires certain expenditures be paid prior to seeking reimbursement from Missouri State Emergency Management Agency and Missouri Department of Economic Development; and

WHEREAS, the City maintains the FEMA Flood Buyout Fund for management and accounting of program expenditures and reimbursements; and

WHEREAS, the Board of Aldermen desires to provide for the necessary transfer of funds and for the subsequent anticipated reimbursements;

WHEREAS, the City requires funding for the acquisition of the first six properties in the FY 18 Hazard Mitigation Grant Program project;

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

SECTION 1. A transfer of funds in the following amounts (not-to-exceed) from Contingency Fund to the FEMA Flood Buyout Fund is hereby authorized and approved:

- Property Acquisition, $160,000 (not to exceed)

This amount is based on the funding amounts necessary to provide for the property acquisitions as depicted in Section 2. The City Clerk is authorized and directed to provide for such transfers as herein authorized.

SECTION 2. The transfers as herein authorized represent 25 percent of the costs of acquisition of the properties as listed in the table below. Seventy-five (75) percent of the costs of acquisition shall be paid by Federal Emergency Management Agency funds at the time of property acquisition. The remaining 25 percent shall be paid by the City, subject to reimbursement by the State of Missouri Community Development Block Grant program.

Round 1 buyout worksheet

Address	Purchase price	FEMA (75 percent)	CDBG (25 percent)	Contingency Fund requirement
312 E. Orleans	$112,000.00	$84,000.00	$28,000.00	$28,000.00
302 S. Elm	$107,000.00	$80,250.00	$26,750.00	$26,750.00
804 S. First	$124,000.00	$93,000.00	$31,000.00	$31,000.00

718 S. Fourth	$96,000.00	$72,000.00	$24,000.00	$24,000.00
220 E. Central	$92,000.00	$69,000.00	$23,000.00	$23,000.00
114 E. Congress	$86,000.00	$64,500.00	$21,500.00	$21,500.00
TOTAL	**$617,000.00**	**$462,750.00**	**$154,250.00**	**$154,250.00**

SECTION 3. Upon receipt of program reimbursements, the City Clerk is authorized and directed to reimburse the Contingency Fund in amounts matching the transfer amounts authorized in Section 1.

Adopted by the Board of Aldermen and approved by the Mayor on this 20th day of October, 2020.

_____

Steve Myers, Mayor

ATTEST:

_____

City Clerk

October 12, 2020

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

RE: Proposal for Traffic Analysis
Proposed Improvements – Osage Street and 1st Street
Pacific, Missouri
CBB Proposal No. P20-128

Dear Mr. Roth:

In accordance with Mr. Dave Christensen's request, CBB is pleased to submit the following proposal for traffic engineering services pertaining to a traffic analysis of the proposed improvements at the intersection of Osage Street and 1st Street in Pacific, Missouri.

Based on discussions with Mr. Christensen, it is our understanding that radii improvements are planned for the intersection of Osage Street and 1st Street to better facilitate trucks maneuvering through the intersection. Additionally, a northbound right-turn lane on 1st Street is proposed. It is our understanding that CMAQ funding is being considered as a funding source for the improvements and that as part of that application, an analysis of the delay (existing and forecasted) is requested.

As discussed with Mr. Christensen, the software used for delay calculations does not account for turning radii improvements and their impact of better facilitating trucks. Thus, CBB would first consider the impact of adding the right-turn lane to determine the improvement to the delay for the intersection. If a notable reduction in delay is not achieved with the addition of a right-turn lane, CBB could watch the video data of the intersection and record the delay (in seconds) that occurs over the course of the identified peak hour due to trucks blocking the intersection.

Scope of Work

<u>Phase 1 – Synchro Analysis (right-turn lane)</u>

1. Collect video turning movement counts at the intersection of Osage Street and 1st Street from 6:00 a.m. to 6:00 p.m.

2. Identify the weekday AM and PM peak hours for analysis.

3. Using SYNCHRO, perform capacity analyses for the intersection of Osage Street and 1st Street using the existing weekday AM and PM peak hour traffic volumes for both the existing geometrics and the proposed geometrics with the addition of a northbound right-turn lane.

4. Prepare a memo summarizing the results of the analysis. A draft memo would be provided to you for your review prior to finalization.

Phase 2 – Delay Analysis Based on Video Observations, if needed

5. Identify the peak hour of truck traffic for the intersection.

6. Watch the video recording of the intersection and record the actual delay (in seconds) over the course of the identified peak hour due to trucks disrupting the intersection trying to make turning maneuvers.

7. Prepare a memo summarizing the results of the observations. A draft memo would be provided to you for your review prior to finalization.

Fees

We propose to perform the above work on a lump sum basis for the following fees:

Phase 1 (Synchro Analysis - Right-Turn Lane)	$2,300.00
Phase 2 (Delay Analysis Based on Video Observations)	$1,100.00

Any tasks in addition to those specifically described above, *including any meeting time*, would be billed as extras using the attached time and material rates. However, no additional services would be performed without your prior approval or direction.

Extra Costs and/or Supplemental Services

The above fees do not include costs for meeting time, public presentations, supplemental analyses, survey work, preparation of right-of-way plats or easement descriptions, pavement marking and/or roadway signage plans, traffic signal timing or programming, traffic signal construction drawings, interconnect plans, traffic control plans (if required), roadway plans, construction staking, construction phasing, and/or construction review. If requested, we would provide supplemental proposals for these or other additional services.

In the absence of a contract for additional services, *any* tasks in addition to those specifically proposed above would be billed as *extras* on a time and materials basis using the attached fee schedule. However, no additional work would be performed without your direction or authorization.

Invoicing and Payment

We will invoice you monthly and you agree to pay for these services within 30 days of the date of the invoice. You agree to pay all expenses incurred by CBB including but not limited to attorney fees, court costs and interest at the legal rate to collect any amount due under the terms of this agreement. Further, you agree to limit our liability to you due to any negligent act, errors, or omissions such that the total aggregate liability of our firm shall not exceed $10,000.

Acceptance

If the proposed scope of services, fees, payment terms and limits of liability described above meet your approval, please sign and return this letter for final execution in our St. Louis, Missouri office. A copy of the fully executed contract will be returned to you for your records.

We look forward to working with you on this project. Should there be any questions regarding this proposal, please contact me at 314-449-9572 or swhite@cbbtraffic.com.

Sincerely,

Shawn Lerai White, P.E., PTOE
Associate - Senior Traffic Engineer

THE UNDERSIGNED HEREBY COMPLIES WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT; FINAL EXECUTION OF THIS PROPOSAL WILL BE IN OUR ST. LOUIS, MISSOURI OFFICE:

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Entity

ACCEPTING FOR GEORGE L. CRAWFORD AND ASSOCIATES D/B/A CBB IN OUR ST. LOUIS, MISSOURI OFFICE:

_____ _____
Signature Date

_____ _____
Printed Name Title

Contact Information **Proposal Number: P20-128**

Mr. Steve Roth
City of Pacific
Phone: (636) 271-0500
Email: sroth@pacificmissouri.com

2020 FEE SCHEDULE*

For Contracted Services

Classification		Hourly Rate
Sr. Principal		$225.00
Senior Engineer	Level V	$190.00
Senior Engineer	Level IV	$185.00
Senior Engineer	Level III	$180.00
Senior Engineer	Level II	$175.00
Senior Engineer	Level I	$170.00
Project Engineer	Level V	$150.00
Project Engineer	Level IV	$145.00
Project Engineer	Level III	$140.00
Project Engineer	Level II	$135.00
Project Engineer	Level I	$130.00
Project Planner	Level I	$130.00
Staff Engineer	Level IV	$120.00
Staff Engineer	Level III	$115.00
Staff Engineer	Level II	$110.00
Staff Engineer	Level I	$105.00
Staff Planner	Level I	$105.00
Jr. Engineer		$95.00
Designer		$95.00
CADD Tech	Level II	$90.00
CADD Tech	Level I	$80.00
Construction Inspector		$90.00
Field Tech	Level II	$90.00
Field Tech	Level I	$75.00
Financial Admin.		$100.00
Office Admin.		$50.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	$ 0.12/Copy
Plan Sheets (Standard)	$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2020
Rates subject to change January 1 of each calendar year.

TUBBS AND SON CONSTRUCTION

October 15, 2020

Subject: Alternative Option 2 for 709 Cypress Drive in Pacific, MO.

Attn: Bryan Kopp, Community Development Director

Mr. Kopp,

We are pleased to quote on the clean up and removal at 709 Cypress Drive in Pacific, MO.

Our bid will include:

- $4,997.30 - Tent and fog fumigate the structure
- City writes an abatement exempt letter due to hazardous conditions.
- $14,810.00 – Set up, permits and disconnect utilities. Demolish - residential home, all inside contents go straight to landfill, accessory structure, footings, foundation, driveway and haul away to proper landfill, clean up debris
- $2,600.00 - Grade, seed and straw

All pricing includes – insurance, mobilization, labor, equipment and fuel.

Quoted Price: $22,407.30

Respectfully,

Bryant Tubbs

bryant_tubbs@att.net

314-574-0957

Tubbs & Son Construction

P.O. Box 107

Lonedell, MO. 63060

If you agree please sign below:

Signature / Title

Date

Alternative option 2

List of Bills

October 2020

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

_____	_____
Ward 1	Ward 1
_____	_____
Ward 2	Ward 2
_____	_____
Ward 3	Ward 3
	_____
	Mayor

ATTEST:

_____

City Clerk

ACCOUNTS PAYABLE
OCTOBER 20, 2020

VENDOR	INV. DESCRIPTION		LEG/ADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
ABCO EXTERMINATING	PEST CONTROL	$ 305.00					$ 15.00					$ 175.00	$ 15.00	$ 100.00
ADGRAPHIX	GRAPHIC PACKAGE	$ 474.00		$ 474.00										
ALL-PRO SUPPLY	JANITORIAL SUPPLIES	$ 807.23							$ 534.69			$ 75.86		$ 196.68
AMERICOM	PHOTOCOPIES	$ 21.44		$ 21.44										
ARAMARK	UNIFORM RENTAL	$ 1,101.99					$ 751.89						$ 174.95	$ 175.15
ARCHTECH	IT SUPPORT	$ 5,053.97										$ 5,053.97		
ARCHER-ELGIN	ENGINEERING SERVICES	$ 42,862.80											$ 7,286.63	$ 35,576.17
BAYS TIRE SERVICE	VEHICLE MAINTENANCE	$ 176.00					$ 176.00							
BAYS-ET HIGHSPEED INTERNET	PARK/LAGOON CAMERAS	$ 427.80							$ 356.50					$ 71.30
BESSINGERS AUTOMOTIVE	VEHICLE MAINTENANCE	$ 17.50		$ 17.50										
BIG BOYS TOWING	TOW FEES	$ 115.00		$ 115.00										
BOBCAT OF ST LOUIS	EQUIPMENT MAINTENANCE	$ 1,841.35					$ 714.55						$ 563.40	$ 563.40
BOEHMER BROTHERS UTILITY	MATERIAL/DISTRIBUTION MAINT	$ 6,167.40											$ 6,167.40	
BUTLER SUPPLY	BUILDING MAINTENANCE	$ 800.00										$ 800.00		
C & C LAWN & LANDSCAPING	GRASS CUTTING	$ 7,945.00							$ 4,930.00		$ 2,610.00	$ 285.00	$ 120.00	
CAMPBELLS PRO TREE SVC	TREE REMOVAL	$ 550.00					$ 550.00							
CARTRIDGE CENTER	TONER	$ 364.00		$ 364.00										
CEEKAY SUPPLY	CYLINDER RENTAL/CARBON DIOX	$ 113.35					$ 32.69						$ 80.66	
CHASE CO	RODEO LIGHT TOWER	$ 428.50					$ 70.50		$ 358.00					
CHRIS AUFFENBERG FORD	VEHICLE MAINTENANCE	$ 88.32		$ 88.32										
COCHRAN ENGINEERING	DENTON BRIDGE/RESURFACING	$ 14,475.64					$ 14,475.64							
COGENT	BOOSTER/LIFT STATION REPAIR	$ 3,490.16											$ 2,901.16	$ 589.00
CONSOLIDATED PLASTICS	MISCELLANEOUS SUPPLIES	$ 137.30						$ 137.30						
CONTINENTAL RESEARCH	PARK/STREET MAINTENANCE	$ 2,184.90					$ 935.28		$ 1,249.62					
CURTIS HEINZ GARRETT	SEPTEMBER CITY ATTORNEY FEES	$ 4,512.00	$ 4,512.00											
D & S FENCING	LAMAR PKWY GUARD RAIL REPAIR	$ 3,600.00					$ 3,600.00							
DA-COM	COPIER MAINT/PHOTOCOPIES	$ 382.47					$ 49.52	$ 92.18		$ 92.19		$ 49.52	$ 49.53	$ 49.53
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	$ 86.70				$ 9.00		$ 12.75				$ 61.00	$ 3.95	
E & E HYDRAULICS	EQUIPMENT MAINTENANCE	$ 151.18					$ 151.18							
EASTLAKE CLEANING SVC	JANITORIAL SERVICES	$ 830.00										$ 830.00		
ELECTRIC CONTROLS	WELL 1 REPAIR	$ 1,767.87											$ 1,767.87	
EMERGENCY LAWN CARE	WEED ABATEMENTS	$ 500.00						$ 500.00						
FRNKLN CNTY FIRE EXTINGUIS	FIRE EXTINGUISHER CHECK	$ 2,369.00					$ 1,506.50		$ 117.50			$ 282.50	$ 231.25	$ 231.25
FRNKLN CNTY LAB	WATER TESTING	$ 60.00											$ 60.00	
GALLAGHER MECHANICAL	LIGHT POLE REPLACEMENT	$ 38,858.95					$ 38,759.00							$ 99.95
GALLS	BOOTS/CUFFS	$ 137.97		$ 137.97										
GENERAL CODE	ANNUAL MAINTENANCE	$ 1,195.00										$ 1,195.00		
GOVERNMENTOR	SOFTWARE MAINTENANCE	$ 287.50										$ 95.84	$ 95.83	$ 95.83
GULF STATES DISTRIBUTORS	AMMUNITION	$ 1,034.15		$ 1,034.15										
GUNTHER SALT CO	SOFTENER SALT	$ 1,692.46											$ 1,692.46	
HACH	DIGITAL PH SENSOR	$ 1,292.91												$ 1,292.91
HASLAG STEEL SALES	SNOWPLOW MAINTENANCE	$ 90.15					$ 90.15							
HAWKINS INC	TREATMENT/FLUORIDE	$ 1,257.70											$ 1,257.70	
HELFRICH HOTZ BRANDT	SEPTEMBER PROSECUTOR FEES	$ 2,281.50			$ 2,281.50									
HOME SERVICE OIL CO	FUEL	$ 455.56					$ 268.26						$ 93.65	$ 93.65
JOHN DEERE FINANCIAL	MISCELLANEOUS SUPPLIES	$ 459.25				$ 24.99	$ 9.98		$ 321.08				$ 103.20	
K & K SUPPLY	RODEO LIGHT TOWER/MISC SUPPL	$ 4,649.78					$ 85.96		$ 4,494.88				$ 68.94	
KIESLER POLICE SUPPLY	HOLSTERS	$ 164.00		$ 164.00										
LANDMARK APPRAISAL	1043 E OSAGE	$ 1,600.00										$ 1,600.00		
LEON UNIFORM CO	UNIFORMS	$ 527.45		$ 527.45										
LUS POOL & SPA	POOL CHEMICALS	$ 711.84							$ 711.84					
MARCO	SHRED BINS/COPIER MAINT	$ 186.93		$ 43.33			$ 35.89					$ 35.89	$ 35.91	$ 35.91
MARXAM	EQUIPMENT MAINTENANCE	$ 90.00		$ 9.00	$ 9.00			$ 9.00				$ 45.00	$ 9.00	$ 9.00
MIDWEST POOL MGMNT	POOL MAINTENANCE	$ 94.37							$ 94.37					
MISSOURI MACHINERY	LIFT STATION REPAIR	$ 3,584.98												$ 3,584.98
MISSOURI ONE CALL	LOCATES	$ 253.75					$ 84.59						$ 84.58	$ 84.58

ACCOUNTS PAYABLE
OCTOBER 20, 2020

VENDOR	INV. DESCRIPTION		LEG/ADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
MISSOURI RIVER AUTO PARTS	VEHICLE MAINTENANCE	$ 327.47		$ 327.47										
MISSOURIAN MEDIA GROUP	PUBLIC NOTICES/ADVERTISING	$ 673.80										$ 673.80		
MO STATE HWY PATROL	MULES CHARGES	$ 1,830.00		$ 1,830.00										
MOTION ORTHOPAEDICS	PRE-EMPLOYMENT EXAM	$ 180.00		$ 180.00										
MUNICIPAL ELECTRIC CO	WELL 3 ELECTRICAL REHAB	$ 56,222.00											$ 56,222.00	
MUNICIPAL EQUIPMENT CO	LIFT 2 CHECK VALVE REBUILD KITS	$ 1,079.21												$ 1,079.21
N B WEST CONTRACTING	ASPHALT	$ 1,338.13					$ 562.57							$ 775.56
OFFICE EMPORIUM	OFFICE SUPPLIES	$ 1,065.87	$ 46.00		$ 22.97			$ 485.91		$ 68.82		$ 209.53	$ 116.32	$ 116.32
OREILLY AUTO PARTS	VEHICLE MAINTENANCE	$ 954.90		$ 103.47			$ 795.56	$ 38.88						$ 16.99
OUTDOOR WARNING	WARNING SIREN MAINTENANCE	$ 450.00										$ 450.00		
OVERHEAD DOOR CO	DOOR REPAIR	$ 548.00					$ 182.66						$ 182.67	$ 182.67
PACIFIC ANIMAL HOSPITAL	K9 CARE/AC CREMATION/BURIAL	$ 220.28		$ 148.78		$ 71.50								
PACIFIC FEED & SUPPLY	STRAW/GRASS SEED	$ 90.00											$ 90.00	
PACIFIC LUMBER CO	MISCELLANEOUS SUPPLIES	$ 224.79					$ 26.13		$ 198.66					
PARTSMASTER	TOOLS	$ 1,146.03					124.28						510.87	510.88
PLANNING DESIGN STUDIO	PARKS/REC MASTER PLAN	$ 1,891.05							$ 1,891.05					
PURITAN SPRINGS	WATER	$ 37.91		$ 37.91										
QUILL	OFFICE SUPPLIES	$ 189.90										$ 47.47	$ 71.21	$ 71.22
RED BUD SUPPLY	COVID SUPPLIES	$ 215.85							$ 71.95				$ 71.95	$ 71.95
REJIS	IMDS PLUS/INTERNET ACCESS	$ 913.94		$ 67.50	$ 661.59							$ 184.85		
RICH GULLET & SONS	BULK TRASH	$ 4,359.00										$ 4,359.00		
RIVERSTONE QUARRY	ROCK	$ 350.40					$ 350.40							
ROCK SOLID LANDSCAPING	TOP SOIL	$ 475.00					$ 275.00						$ 200.00	
SCHULTE SUPPLY	MISCELLANEOUS SUPPLIES	$ 4,387.00											$ 3,863.70	$ 523.30
SCREENS & THREADS	POLOS	$ 282.00		$ 282.00										
SEPTIC SERVICES	RODEO/PARK TOILET RENTAL	$ 2,415.00							$ 2,415.00					
SHELTER WORKS	FIBERGLASS SHELTER	$ 59,445.00					$ 59,445.00							
SIGN EXPERTS	SIGNS/BANNERS	$ 478.00					$ 153.00		$ 325.00					
ST LOUIS LINEN CO	FLOOR MATS	$ 152.00										$ 152.00		
STRAATMANN PRINTING	NEWSLETTERS/SIGNS	$ 2,553.71							$ 200.00			$ 2,353.71		
TOM WOLF HARDWARE	MISCELLANEOUS SUPPLIES	$ 183.17					$ 95.97		$ 66.34				$ 20.86	
TROPHIES TS & MORE	NAME TAGS/TROPHY	$ 360.00		$ 360.00										
VOICE PRODUCT SERVICE	MAINTENANCE RENEWAL	$ 2,542.00		$ 2,542.00										
WALMART	MISCELLANEOUS SUPPLIES	$ 52.51		$ 42.73								$ 9.78		
WATER RESOURCES MGMNT	CITY/PVD TESTING	$ 3,640.00												$ 3,640.00
WESTPORT POOLS	POOL MAINTENANCE	$ 2,321.25							$ 2,321.25					
	TOTAL APPROVED	$ 318,709.24	$ 4,558.00	$ 8,918.02	$ 2,975.06	$ 105.49	$ 124,373.15	$ 1,276.02	$ 20,657.73	$ 161.01	$ 2,610.00	$ 19,024.72	$ 84,212.65	$ 49,837.39

ACCOUNTS PAYABLE
TOURISM
OCTOBER 20, 2020

VENDOR	INV. DESCRIPTION													
MO DEPT OF TRANSPORTATION	SIGN PERMIT RENEWAL	$ 100.00												
PACIFIC PARTNERSHIP	RODEO SERVICE AGREEMENT	$ 2,500.00												
SEPTIC SERVICES	TOILET RENTAL - 208 W ST LOUIS STREET	$ 340.00												
	TOTAL APPROVED	$ 2,940.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Administration	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Administration	KCL GROUP BENEFITS	OC
GENERAL FUND	Administration	MIRMA HEALTH	OC
	***		
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Animal Control	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Animal Control	WEX BANK	FU
GENERAL FUND	Animal Control	KCL GROUP BENEFITS	OC
GENERAL FUND	Animal Control	MIRMA HEALTH	OC
	***		
GENERAL FUND	Cemetery	R H BRUNS MONUMENT CO	GR
GENERAL FUND	Cemetery	ALAN J BRUNS	CI
	***		
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Code Enforcement	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Code Enforcement	VERIZON WIRELESS	A/
GENERAL FUND	Code Enforcement	AT&T	A/
GENERAL FUND	Code Enforcement	AT&T	A/
GENERAL FUND	Code Enforcement	AT&T	A/
GENERAL FUND	Code Enforcement	WEX BANK	FU
GENERAL FUND	Code Enforcement	WEX BANK	FU
GENERAL FUND	Code Enforcement	KCL GROUP BENEFITS	OC

GENERAL FUND	Code Enforcement	MIRMA HEALTH	OC
GENERAL FUND	Code Enforcement	AIA ST LOUIS	RE
	***		
GENERAL FUND	Court	AT&T	CO
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Court	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Court	KCL GROUP BENEFITS	OC
GENERAL FUND	Court	MIRMA HEALTH	OC
	***		
GENERAL FUND	General Government	PETTY CASH	RO

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
GENERAL FUND	General Government	AMEREN MISSOURI	A/
GENERAL FUND	General Government	AMEREN MISSOURI	A/
GENERAL FUND	General Government	CITY OF PACIFIC - PAYROLL	AD
GENERAL FUND	General Government	CITY OF PACIFIC - PAYROLL	AD
GENERAL FUND	General Government	FRANKLIN COUNTY CLERK	20
GENERAL FUND	General Government	FRNKLN CNTY RECORDER OF DEEDS	ES
GENERAL FUND	General Government	AT&T	A/
GENERAL FUND	General Government	AT&T	A/
GENERAL FUND	General Government	AT&T	A/
GENERAL FUND	General Government	CHARTER COMMUNICATIONS	A/
GENERAL FUND	General Government	AT&T	A/
GENERAL FUND	General Government	TRI COUNTY SENIOR CENTER	AU
GENERAL FUND	General Government	ARCHTECH LLC	AU
GENERAL FUND	General Government	MASTERCARD	A/
GENERAL FUND	General Government	MASTERCARD	A/
GENERAL FUND	General Government	MASTERCARD	A/
GENERAL FUND	General Government	CONFERENCE TECHNOLOGIES	JO
GENERAL FUND	General Government	PACIFIC CHAMBER OF COMMERCE	ME
	***		
GENERAL FUND	Legislative	MISSOURI MUNICIPAL LEAGUE	PR
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Legislative	CITY OF PACIFIC - PAYROLL	PA
	***		
GENERAL FUND	Licenses	LISA & JOHN SCHLEICHER	OC
	***		
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CR
GENERAL FUND	Miscellaneous	CITY OF PACIFIC	CR
	***		
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Planning	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Planning	KCL GROUP BENEFITS	OC
GENERAL FUND	Planning	MIRMA HEALTH	OC
GENERAL FUND	Planning	ASFPM	EX
	***		
GENERAL FUND	Police	AT&T	A/
GENERAL FUND	Police	AT&T	PD

GENERAL FUND	Police	AMEREN MISSOURI	A/
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	PA
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Police	CITY OF PACIFIC - PAYROLL	MO
GENERAL FUND	Police	VERIZON WIRELESS	A/
GENERAL FUND	Police	CHARTER COMMUNICATIONS	A/
GENERAL FUND	Police	WEX BANK	FU
GENERAL FUND	Police	WEX BANK	FU

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
GENERAL FUND	Police	KCL GROUP BENEFITS	OC
GENERAL FUND	Police	MASTERCARD	A/
GENERAL FUND	Police	MASTERCARD	A/
GENERAL FUND	Police	MIRMA HEALTH	OC
GENERAL FUND	Police	SCOTT PERKINS	BI
	***		
GENERAL FUND	Transfers	CITY OF PACIFIC	SE
	***		
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PARKS & RECREATION (	Miscellaneous	BONNIE SMITH	PA
	***		
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	PACIFIC LUMBER CO	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	AMEREN MISSOURI	A/
PARKS & RECREATION (	Parks & Recreation	CONTINENTAL RESEARCH CORP	A/
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	PA
PARKS & RECREATION (	Parks & Recreation	CITY OF PACIFIC - PAYROLL	MO
PARKS & RECREATION (	Parks & Recreation	TOM WOLF HARDWARE CO	MI
PARKS & RECREATION (	Parks & Recreation	HILLERMANN NURSERY &	A/
PARKS & RECREATION (	Parks & Recreation	WHOLESALE PLUMBING SUPPLY	A/
PARKS & RECREATION (	Parks & Recreation	STRAATMANN PRINTING & DESIGN	RE
PARKS & RECREATION (	Parks & Recreation	DOLLAR GENERAL-REGIONS 410526	A/
PARKS & RECREATION (	Parks & Recreation	ROCK SOLID LANDSCAPE AND	MU
PARKS & RECREATION (	Parks & Recreation	ROCK SOLID LANDSCAPE AND	MU
PARKS & RECREATION (	Parks & Recreation	ROCK SOLID LANDSCAPE AND	MU
PARKS & RECREATION (	Parks & Recreation	BAYS-ET HIGHSPEED INTERNET LLC	A/

PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	AR
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	BL
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	JE
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	LI
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	CI
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	AD
PARKS & RECREATION	(Parks & Recreation	C & C LAWN & LANDSCAPING LLC	CI
PARKS & RECREATION	(Parks & Recreation	KCL GROUP BENEFITS	OC
PARKS & RECREATION	(Parks & Recreation	MIRMA HEALTH	OC
PARKS & RECREATION	(Parks & Recreation	PLANNING DESIGN STUDIO	PR
PARKS & RECREATION	(Parks & Recreation	PLANNING DESIGN STUDIO	PR
PARKS & RECREATION	(Parks & Recreation	JOHN DEERE FINANCIAL	A/

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PARKS & RECREATION	(Pool (Prop P)	MISSOURI MACHINERY & ENG CO	A/
PARKS & RECREATION	(Pool (Prop P)	AMEREN MISSOURI	A/
PARKS & RECREATION	(Pool (Prop P)	WESTPORT POOLS INC	A/
PARKS & RECREATION	(Pool (Prop P)	LUS POOL AND SPA	PO
PARKS & RECREATION	(Pool (Prop P)	LUS POOL AND SPA	PO
PARKS & RECREATION	(Pool (Prop P)	HAWKINS INC	A/

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PARKS & RECREATION	(Stormwater (Prop P)	K J UNNERSTALL CONSTR CO	PA
PARKS & RECREATION	(Stormwater (Prop P)	HR GREEN INC	ST

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
	***		
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SEWER SYSTEM	Blower/Stimulus	AT&T	A/
SEWER SYSTEM	Blower/Stimulus	AT&T	A/
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/
SEWER SYSTEM	Blower/Stimulus	AMEREN MISSOURI	A/
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	PA
SEWER SYSTEM	Blower/Stimulus	CITY OF PACIFIC - PAYROLL	MO
SEWER SYSTEM	Blower/Stimulus	UNITED STATES POSTAL SERVICE	WA
SEWER SYSTEM	Blower/Stimulus	UNITED STATES POSTAL SERVICE	FR
SEWER SYSTEM	Blower/Stimulus	VERIZON WIRELESS	A/
SEWER SYSTEM	Blower/Stimulus	AT&T	A/
SEWER SYSTEM	Blower/Stimulus	AT&T	A/
SEWER SYSTEM	Blower/Stimulus	AT&T	A/
SEWER SYSTEM	Blower/Stimulus	TGB INC	PA
SEWER SYSTEM	Blower/Stimulus	WEX BANK	FU
SEWER SYSTEM	Blower/Stimulus	KCL GROUP BENEFITS	OC
SEWER SYSTEM	Blower/Stimulus	MIRMA HEALTH	OC
SEWER SYSTEM	Blower/Stimulus	INSITUFORM TECHNOLOGIES	PA
SEWER SYSTEM	Blower/Stimulus	MUNICIPAL EQUIPMENT CO	BL
	***		
SEWER SYSTEM	Legislative	UMB BANK	SE
SEWER SYSTEM	Legislative	UMB BANK	SE
	***		
SEWER SYSTEM	Transfers	CITY OF PACIFIC	SE
	***		
***			
TOURISM TAX FUND	Tourism	STRAATMANN PRINTING & DESIGN	RO
TOURISM TAX FUND	Tourism	5J RODEO COMPANY LLC	RO
TOURISM TAX FUND	Tourism	CHRISTOPHER A JOHNSON	RO
TOURISM TAX FUND	Tourism	CODY GOGGIN	SU
TOURISM TAX FUND	Tourism	CITY OF PACIFIC	RO

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TRANSPORTATION TAX	(Transportation (Prop S)	BIG G TIRE SALES	TI
TRANSPORTATION TAX	(Transportation (Prop S)	BIG G TIRE SALES	FL
TRANSPORTATION TAX	(Transportation (Prop S)	ERB EQUIPMENT CO INC	A/
TRANSPORTATION TAX	(Transportation (Prop S)	PACIFIC LUMBER CO	A/
TRANSPORTATION TAX	(Transportation (Prop S)	PACIFIC LUMBER CO	A/
TRANSPORTATION TAX	(Transportation (Prop S)	PACIFIC LUMBER CO	A/
TRANSPORTATION TAX	(Transportation (Prop S)	PACIFIC LUMBER CO	A/
TRANSPORTATION TAX	(Transportation (Prop S)	AT&T	A/
TRANSPORTATION TAX	(Transportation (Prop S)	AT&T	A/
TRANSPORTATION TAX	(Transportation (Prop S)	AMEREN MISSOURI	A/
TRANSPORTATION TAX	(Transportation (Prop S)	AMEREN MISSOURI	A/
TRANSPORTATION TAX	(Transportation (Prop S)	AMEREN MISSOURI	A/
TRANSPORTATION TAX	(Transportation (Prop S)	EAST-WEST GATEWAY COUNCIL	TA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX	(Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	PA
TRANSPORTATION TAX (	Transportation (Prop S)	CITY OF PACIFIC - PAYROLL	MO
TRANSPORTATION TAX (	Transportation (Prop S)	TOM WOLF HARDWARE CO	MI
TRANSPORTATION TAX (	Transportation (Prop S)	TOM WOLF HARDWARE CO	MI
TRANSPORTATION TAX (	Transportation (Prop S)	N B WEST CONTRACTING CO	A/
TRANSPORTATION TAX (	Transportation (Prop S)	RED BUD SUPPLY INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	RED BUD SUPPLY INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	ALL-PRO SUPPLY INC	JA
TRANSPORTATION TAX (	Transportation (Prop S)	ALL-PRO SUPPLY INC	JA
TRANSPORTATION TAX (	Transportation (Prop S)	VERIZON WIRELESS	A/
TRANSPORTATION TAX (	Transportation (Prop S)	HOME SERVICE OIL CO INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	MISSOURI ONE CALL SYSTEM	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AT&T	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AT&T	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AT&T	A/
TRANSPORTATION TAX (	Transportation (Prop S)	EUREKA RENTAL LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	EUREKA RENTAL LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	EUREKA RENTAL LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	EUREKA RENTAL LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	COCHRAN	DE
TRANSPORTATION TAX (	Transportation (Prop S)	CEE KAY SUPPLY INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	COCHRAN	PA
TRANSPORTATION TAX (	Transportation (Prop S)	COCHRAN	20
TRANSPORTATION TAX (	Transportation (Prop S)	WEX BANK	FU
TRANSPORTATION TAX (	Transportation (Prop S)	RUSH TRUCK CENTER	A/
TRANSPORTATION TAX (	Transportation (Prop S)	RUSH TRUCK CENTER	A/
TRANSPORTATION TAX (	Transportation (Prop S)	EASTERN MISSOURI CONCRETE	A/
TRANSPORTATION TAX (	Transportation (Prop S)	MARCO HOLDINGS LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	MARCO HOLDINGS LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	MARCO HOLDINGS LLC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	PARTSMASTER	A/
TRANSPORTATION TAX (	Transportation (Prop S)	HAVIN MATERIAL SERVICE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	KCL GROUP BENEFITS	OC
TRANSPORTATION TAX (	Transportation (Prop S)	CAMPBELLS PRO TREE SVC	TR
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	AUS ST LOUIS MC LOCKBOX	A/
TRANSPORTATION TAX (	Transportation (Prop S)	MIRMA HEALTH	OC
TRANSPORTATION TAX (	Transportation (Prop S)	SIGN EXPERTS	SI
TRANSPORTATION TAX (	Transportation (Prop S)	SIGN EXPERTS	SI
TRANSPORTATION TAX (	Transportation (Prop S)	JOHN DEERE FINANCIAL	A/
TRANSPORTATION TAX (	Transportation (Prop S)	JOHN DEERE FINANCIAL	A/
TRANSPORTATION TAX (	Transportation (Prop S)	JOHN DEERE FINANCIAL	A/
TRANSPORTATION TAX (	Transportation (Prop S)	JOHN DEERE FINANCIAL	A/

TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/
TRANSPORTATION TAX (	Transportation (Prop S)	O'REILLY AUTOMOTIVE INC	A/

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WATERWORKS SYSTEM	Charges for Services	DOUBLE G HAM	RE
WATERWORKS SYSTEM	Charges for Services	DOUBLE G HAM	RE
WATERWORKS SYSTEM	Charges for Services	AMANDA ZUFALL	RE
WATERWORKS SYSTEM	Charges for Services	SCOTT WOLF	RE
WATERWORKS SYSTEM	Charges for Services	GARY BIMSLAGER	RE
WATERWORKS SYSTEM	Charges for Services	PAMELA ADAMS	RE

DIST FUND NAME.....	DIST OFCE NAME	VENDOR NAME	IN
WATERWORKS SYSTEM	Charges for Services	NATHAN & HANNAH HELTON	RE
WATERWORKS SYSTEM	Charges for Services	DAVID SITTON	RE
WATERWORKS SYSTEM	Charges for Services	BRIAN SENDLEIN	RE
WATERWORKS SYSTEM	Charges for Services	MORGAN MANSER	RE
WATERWORKS SYSTEM	Charges for Services	COREY DAVIS	RE
WATERWORKS SYSTEM	Charges for Services	S-K CONTRACTORS	RE
WATERWORKS SYSTEM	Charges for Services	GARY & LAURIE DAVES	RE
	***		
WATERWORKS SYSTEM	Transfers	CITY OF PACIFIC	SE
	***		
WATERWORKS SYSTEM	Water	AT&T	A/
WATERWORKS SYSTEM	Water	AT&T	A/
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/
WATERWORKS SYSTEM	Water	AMEREN MISSOURI	A/
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	PA
WATERWORKS SYSTEM	Water	CITY OF PACIFIC - PAYROLL	MO
WATERWORKS SYSTEM	Water	UNITED STATES POSTAL SERVICE	WA
WATERWORKS SYSTEM	Water	UNITED STATES POSTAL SERVICE	FR
WATERWORKS SYSTEM	Water	MISSOURI DEPT OF REVENUE	MO
WATERWORKS SYSTEM	Water	VERIZON WIRELESS	A/
WATERWORKS SYSTEM	Water	AT&T	A/
WATERWORKS SYSTEM	Water	AT&T	A/
WATERWORKS SYSTEM	Water	AT&T	A/
WATERWORKS SYSTEM	Water	CHARTER COMMUNICATIONS	A/
WATERWORKS SYSTEM	Water	MISSOURI DEPT OF REVENUE	TA
WATERWORKS SYSTEM	Water	MISSOURI DEPT OF REVENUE	TA
WATERWORKS SYSTEM	Water	WEX BANK	FU
WATERWORKS SYSTEM	Water	KCL GROUP BENEFITS	OC
WATERWORKS SYSTEM	Water	MIRMA HEALTH	OC
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[405] 372 items listed out of 168375 items.

COCHRAN 737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033

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

Invoice number SC6287
Date 10/08/2020

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

		Amount		
Engineering Design				
	Contract Amount	16,565.00		
	Percent Complete	30.00		
	Prior Billed	3,313.00		
			Current Billed	1,656.50
Inspection and Testing				
	Contract Amount	12,423.38		
	Percent Complete	0.00		
	Prior Billed	0.00		
			Current Billed	0.00
			Total	1,656.50
			Invoice total	1,656.50

w osage CIO
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				
SC6287	10/08/2020	1,656.50	1,656.50				
	Total	4,969.50	4,969.50	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

Statement

COCHRAN 737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033

City of Pacific
300 Hoven Drive
Pacific, MO 63069

Statement date: 9/15/2020

	Invoice Number	Invoice Date	Amount
City of Pacific			
SC20-1099 Denton Road Bridge Replacement			
	~~SC6212~~	9/11/2020	~~707.36~~
		Project Outstanding	~~707.36~~
SC20-1106 2020 Pavement Resurfacing Project			
	~~SC6213~~	9/11/2020	1,800.00
		Project Outstanding	1,800.00
SC20-1125 Pacific - Pacific to Eureka Trail Conceptual			
	~~SC6157~~	8/11/2020	~~150.00~~
		Project Outstanding	~~150.00~~
SC20-1154 Pacific - Route 66 Marketplace Road			
	SC6229	9/11/2020	3,313.00
		Project Outstanding	3,313.00
		Client Outstanding	5,970.36

Paid 9-22-20

City of Pacific						
Outstanding	**Current**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121+ Days**	**Prepayment**
5,970.36	5,820.36	150.00	0.00	0.00	0.00	0.00

The Honorable Mr. Steve Myers
Mayor, City of Pacific
300 Hoven Drive
Pacific, MO 63069

STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

AUTHORITY TO USE GRANT FUNDS
COMPLETION OF ENVIRONMENTAL REVIEW REQUIREMENTS

GRANTEE: **City of Pacific**

PROJECT #: **2018-DP-02**
Pacific Buyout

Date Request for Release of Funds/Certification (form HUD-7015.15) received: 09/21/2020

All objections, if received, have been considered and the minimum comment period has expired.

The Grantee is hereby authorized to use awarded CDBG funds and any non-CDBG funds for any activities included in the above referenced project.

File this form in the Environmental Review Record for proper record keeping, audit, and inspection purposes.

If changes are proposed to the project as originally reviewed, changes are subject to environmental review requirements prior to their implementation.

Documentation for all Conditions for Approval identified in this review is required for submittal as evidence of compliance with applicable laws and authorities.

10/7/2020
Effective Date of Release

Sam Komo
CDBG Program Manager
Missouri Department of Economic Development

Cc: Gary O'Day, Administrator
Jana Latham, CDBG Field Representative
Lisa Branson, CDBG Financial

Enclosure:
Conditions of Approval

NOTICE OF PUBLIC HEARING

CITY OF PACIFIC
BOARD OF ALDERMEN

The City of Pacific Board of Aldermen will conduct a Public Hearing on November 3, 2020 at 7:00 P.M., in the Board of Aldermen Chambers of the Pacific Government Center located at 300 Hoven Drive, Pacific MO, for the purposes of hearing citizen comment on the following proposal:

> PZ 2020-10, Ed Schmelz, applicant. The applicant is seeking approval of a map amendment (rezoning) and preliminary development plan approval for a Planned Unit Development on property generally located at or about 2034 Old Gray Summit Road, Franklin County Parcel ID# 19-5-15.0-0-099-003.300, Pacific MO. The applicant is proposing a rezoning from R-1B single family to R-3, multi-family for purposes of constructing a 55-and-over senior living development, to include 244 multi-family units and 34 single family units on an approximate 55-acre tract. The overall density of the proposal is 5.95 units per acre. The proposal includes approximately 10.96 acres of common ground, two retention basins, a dog park, walking trail and other amenities. The subject property is generally bounded by vacant agricultural land to the south; Union Pacific railroad to the north, and residential property to the east and west.

A copy of the applicant proposal is on file for public inspection at the Office of City Clerk, 300 Hoven Drive, Pacific, MO, during regular business hours and online at www.pacificmissouri.com. All interested parties shall be given an opportunity to be heard at the public hearing.

For more information, please contact Steve Roth, City Administrator, at 636-271-0500 ext. 213 or by email at sroth@pacificmissouri.com

From: St. Louis County CARES - SMA
To: sroth@pacificmissouri.com
Subject: Your application has moved to the next stage
Date: Friday, October 9, 2020 9:37:06 AM

Dear Steve Roth,

We wanted to inform you that your application, **MRP-0000000029** has been moved to the following stage, **Pre-Funding Agreement Actions**.
Please refer to the program details for more information.

Thank you,
Melissa Jamieson

View application

If the button is not clickable, please copy and paste this URL into your browser's address bar:
https://stlcsf.smapply.io/sub/20255808/

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October 13, 2020 * RECORD OF PROCEEDINGS

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

MEETING

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

Present:

Jennifer Blakely
Dave Roemer
Ann Trent
Trudy Nickelson

Other City officials present: Administrator Roth, City Clerk Barfield

Minutes

a. Minutes from September 8, 2020

A motion made by Director Roemer, seconded by Director Trent to approve the minutes from September 8, 2020. A voice vote was taken with an affirmative result, and the motion was carried.

New Business

a. Rodeo/Partnership update

Administrator Roth stated the rodeo numbers are not final yet, we predict at least $20,000 from the year. His question to the Commission was what do they suggest we do with the money. Currently there is $20,000 approximately in the rodeo fund. There is a need for seating, there is a need for lighting, and this year they utilized the cow pasture to the north of Liberty field. This worked very well. This area needs graded and rocked so passenger vehicles can drive on this. Two years ago, the Partnership purchased bleachers for approximately $9,000. Discussion followed regarding the cow pasture idea, and this seemed the least expensive. They also discussed purchasing a set of bleachers. **Motion made by Director Blakely seconded by Director Nickelson to receive quotes for bleachers, and obtain bids for grading, seeding and strawing the cow pasture north of Liberty Field. A voice vote was taken with an affirmative result.**

Old Business

a. Budget review FY 20

Administrator Roth stated the current balance in Tourism is $283,449.50. The Commission still owes $100,000 for the Bigfoot Plaza Project, and the first transfer is due out. He reminded the Commission the debt is to be paid back over the next 3 years. He continued that the City is moving forward with the Red Cedar plans. Final construction drawings are to be done in February and they hope to be out to bid by April. He continued that the Partnership is our downtown organization and lead on the Main Street project. The City and Chamber also helped fund this. The Partnership events are very nice and we have been discussing an Agreement with them for certain events. The idea is to give them a budget at a certain dollar amount to serve for the whole year. The Commission agreed this was a good idea. They also discussed different event events and how to make them bigger and better and any new events.

Miscellaneous

a. Holidays

The Commission discussed the holidays approaching. There was discussion of decorating the Bigfoot Plaza area. Director Trent is going to look into a Christmas Tree to be placed in the back of the Bigfoot truck. Director Blakely is going to look into a huge hat to be placed on the truck. City Clerk Barfield will discuss with Administrator Roth the electric assess ability for Christmas lights. They also discussed a Christmas tree theme throughout town, and how to get this the word out.

Adjournment

Motion made by Director Blakely, seconded by Director Nickelson to adjourn. A voice vote was taken with an affirmative result and the motion was carried. The meeting adjourned at 4:50 p.m.