

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Friday, February, 28, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

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

**TUESDAY, MARCH 3, 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 February 4, 2020
7. Approve the Minutes from the Regular Meeting on February 18, 2020
8. Mayor Report
 - a. State of the City address
9. Public Participation
10. New Bills
 - a. Bill No. 4094 An Ordinance amending the City's Code with regard to the responsibility for installation of a Backwater Prevention Device. *(1st reading)*
 - b. Bill No. 4095 An Ordinance accepting conveyance of property at 1916 Rose Lane from Franklin County as trustee. *(1st reading)*
11. Consideration of Bills Previously Introduced
 - a. Bill No. 4090 An Ordinance establishing new Stop Signs on Neosho St. and Elm St at E. Union St. *(2nd reading)*
 - b. Bill No. 4091 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding controlled substances. *(2nd reading)*
 - c. Bill No. 4092 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding distribution of tobacco and tobacco products. *(2nd reading)*
 - d. Bill No. 4093 An Ordinance amending Ordinance No. 3154A approving a petition for Voluntary Annexation filed by TriStar Companies regarding certain property contiguous

and compact to the City of Pacific, Missouri, and generally located at 2130 Old Gray Summit Road annexing said property into the City. (2nd reading)

12. New Business

- a. Resolution No. 2020-10 A Resolution to authorize a contract award for Construction of certain improvements known as “Bigfoot Plaza” in the City of Pacific.
- b. Resolution No. 2020-11 A Resolution to authorize a Contract Award for construction of Hogan Subdivision Phase 1 Storm Water Improvements in the City of Pacific.
- c. Resolution No. 2020-12 A Resolution authorizing and directing the Mayor to execute an Agreement with 21 Design Engineering and Surveying for Professional Services relating to creation of maps for the Pacific City Cemetery and Resurrection Hill Cemetery.
- d. Resolution No. 2020-13 A Resolution affirming the Missouri Records Management Law for the efficient Management and disposal of official records of the City of Pacific
- e. Resolution No. 2020-14 A Resolution of the City of Pacific, Missouri, adopting a Voluntary Flood Buyout Program Policy (Flood Mitigation Assistance Program) and identifying a project manager.
- f. Resolution No. 2020-15 A Resolution of the City of Pacific, Missouri, adopting a Voluntary Flood Buyout Program Policy (Hazard Mitigation Assistance Program) and identifying a project manager.

13. Unfinished Business

14. City Administrator Report

- a. 2020 Project List
- b. Encroachment Agreements Phillips 66 pipeline

15. Director of Community Development Report

16. Public Works Commissioner Report

17. City Attorney Report

18. Miscellaneous

- a. Approve use of council room on Wednesday, April 1 from 6-9 pm to Smith Management for Westlake Homeowner’s Association.
- b. Approve a Special Event Permit at ADAMS Garden for Mark and Gina Pingleton on June 13, 2020 at 3 pm for a wedding.
- c. Approve Pay Application 1, KJ Unnerstall, Lisa Lane project
- d. Approve Pay Application 2, KJ Unnerstall, Hwy OO water main project

19. Reports of City officials

- a. Alderman Nemeth
- b. Alderman Adams
- c. Alderman Rahn
- d. Alderman Gass
- e. Alderman Johnson
- f. Alderman Stotler

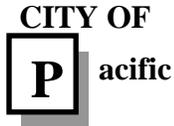
- g. Chief Mansell
- h. Collector Kelley

20. Executive Session RSMO 610.021(2)

Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

21. Adjourn

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



February 4, 2020 * RECORD OF PROCEEDINGS

**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 President of the Board Adams.

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

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth
Alderman Adams
Alderman Rahn
Alderman Gass
Alderman Stotler

A quorum was present.

Also present:

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

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

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

Approve Agenda

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

Board of Aldermen 2-4-20

Minutes

A. Regular meeting on January 21, 2020.

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

B. Special meeting on January 27, 2020

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

Mayor's Report

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

Public Participation

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

New Bills

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

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

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

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

Consideration of Bills Previously Introduced

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

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

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

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

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

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

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

New Business

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

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

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

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

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

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

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

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

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

City Administrator Report

A. FY 2019 Financial Report

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

B. Streetlights request, Longview Meadows subdivision

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

C. BigFoot & Hogan Stormwater Project

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

D. HVAC

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

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

Director of Community Development Report

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

City Attorney Report

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

Miscellaneous

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

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

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

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

REPORTS OF CITY OFFICIALS

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

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

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

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

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

Alderman Stotler – No report.

City Clerk Barfield – No report.

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

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

Collector Kelley – No report.

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

ADJOURNMENT

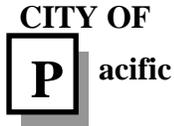
Motion made by Alderman Nemeth, seconded by Alderman Rahn to adjourn. A voice vote was taken with an affirmative result and Acting President of the Board Myers declared the motion carried.

The meeting adjourned at 7:50 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk



February 18, 2020 * RECORD OF PROCEEDINGS

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

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

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth
Alderman Adams
Alderman Gass
Alderman Stotler-via video conference

A quorum was present.

Also present:

Administrator Roth
Attorney Jones
Chief Mansell
Director of Economic Development Kopp
Public Works Commissioner Brueggemann
City Clerk Barfield

Mayor Myers stated that Alderman Rahn is on vacation, Alderman Johnson was not feeling well, and Alderman Stotler was sick, but has agreed to participate via video conference.

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Ministerial Alliance offered prayer this evening.

Approve Agenda

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

Minutes

Board of Aldermen 2-18-20

A. Regular meeting on January 21, 2020.

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

B. Special meeting on January 27, 2020

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

Mayor's Report

Mayor Myers stated we would do this at the next meeting.

Public Participation

Don Hazelwood, 62 Cedar Field, Pacific, MO stated the Boy Scout of America Troop 329 is hosting the Osage District Spring Camporee on April 24-26, 2020. The Camporee will be at Liberty Field, as in the past, and has been approved by the Park Board. The Scout troop is requesting 2 light plants, port-a-potties to support up to 300 scouts, visitors and leaders for the weekend and access to the concession stand for lighting purposes as this will be the headquarters. Anyone can drop by during the day on Saturday to view the activities. Public Works Commissioner Brueggemann stated we only have one light plant and would need to rent one. Mayor Myers suggested 4 additional port-a-potties. **Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the event and use of Liberty Field, along with everything they are requesting. A voice vote was taken with an affirmative result.**

Larry Mueller, 3330 W. Osage, Pacific, MO stated he was here for the St. Patrick's Day Parade. The event is Saturday, March 14, 2020 and the parade starts at 11:00 a.m. The American Legion is going to assist us with it and in the future. He thanked everyone for helping.

Mayor Myers moved to Bills Previously Introduced.

Consideration of Bills Previously Introduced

Bill No. 4088 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific (First Baptist Church of Allenton Hts.) (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4088 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Gass, seconded by Alderman Adams to approve Bill No. 4088. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Gass, Alderman Stotler. Nays: None. Whereupon, Mayor Myers declared **Bill No. 4088 passed and becomes Ordinance No. 3172.**

Bill No. 4089 An Ordinance to authorize the Mayor to execute an Agreement between the City of Pacific, Missouri and the Missouri Highway and Transportation Commission providing for construction of Highway N Phase 4 Improvements, Federal Project No. 5419(613) (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4089 by title only for the second reading.

Mayor Myers asked for any discussion. Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Bill No. 4089. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Gass, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon, Mayor Myers declared **Bill No. 4089 passed and becomes Ordinance No. 3173.**

New Business

Resolution No. 2020-08 A Resolution amending the City of Pacific Fiscal Year 2020 Budget to provide for adjustment to certain revenues and expenditures as authorized by the Board of Aldermen.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-08 by title only. Mayor Myers asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Gass to approve Resolution No. 2020-08. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Resolution No. 2020-09 A Resolution authorizing the destruction of certain City of Pacific Building Department records as provided for pursuant to the Missouri Law.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2020-09 by title only. Mayor Myers asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Adams to approve Resolution No. 2020-09. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

City Administrator Report

a. RFP results Voluntary Flood Buyout Program Property Appraisals

Administrator Roth stated these were published for an RFP in January. Copies of the full submittals are in the packet. Staff is requesting approval of the Landmark Appraisal Co. The residential structures are \$ 350.00 and nonresidential structures are \$ 1,200 and a vacant lot is \$ 300.00. **Motion made by Alderman Gass, seconded by Alderman Adams to approve Landmark Appraisal Co. for the buyout program property appraisals. A voice vote was taken with an affirmative result.**

b. RFP results Voluntary Flood Buyout Program Title Work

These were published also in January. Copies of the full submittals are in the packet. Staff would recommend Hillsboro Title for the title work; however, he would note that the title work pricing is very tight, and we need to verify all pricing and fees. We will also need concurrence of the Missouri State Emergency Management Agency as a condition of any approval. **Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Hillsboro Title for the Title work. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

c. Encroachment Agreements Phillips 66 pipeline

Administrator Roth stated Phillips 66 Pipeline has forwarded two encroachment agreements for two City projects that will cross their pipelines (Bigfoot Plaza and Lisa Lane extension). The agreements give Phillips 66 broad rights to their pipelines and essentially would permit them to excavate and/or destroy our facilities if necessary, to maintain their pipelines. He feels this is unlikely, but the Board should understand this does exist.

Director of Community Development Report

Director of Community Development Kopp stated they are doing some fine tuning. There have been 13 permits applied for, and 6 have been approved. Code Enforcement has been on vacation but still management to cite 8 properties.

Public Works Commissioner Report

a. Sewer backwater valve considerations

Public Works Commissioner Brueggemann asked that the policy be changed, and the City install the devices. Motion made by Alderman Gass, seconded by Alderman Adams that they would sponsor the Bill and approve the change. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

City Attorney Report

Attorney Jones stated he has been told the Judge signed in the Pacific Mobile Manor Case, Martin Heck, but the date on it is January 24th, which means it becomes final by February 23rd. He recommended we appeal to the court of Appeals Eastern District of Missouri. **Motion made by Alderman Gass, seconded by Alderman Nemeth to appeal to the Court of Appeals. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Miscellaneous

a. Approve Pay Application # 1, KJ Unnerstall Construction, Highway OO Water Main, \$ 103,465.80.

Motion made by Alderman Adams, seconded by Alderman Nemeth to approve Pay Application # 1 to KJ Unnerstall Construction for the Highway OO Water Main Project in the amount of \$ 103,465.80. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

b. Approve the list of bills.

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

Alderman Adams suggested we circle back around to the 1st reading of the new bills. Attorney Jones stated he was relying on Section 610.015 on a special section. In his opinion we have a quorum because Alderman Stotler is video conferenced in. Mayor Myers stated under the Sunshine Training he has had he agrees we have a quorum under this existing article, and this is allowed.

New Bills

Bill No. 4090 An Ordinance establishing new Stop Signs on Neosho St. and Elm St at E. Union St. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4090 for the first reading by title only.

Bill No. 4091 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding

Board of Aldermen 2-18-20

controlled substances. (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4091 for the first reading by title only.

Bill No. 4092 An Ordinance amending the City of Pacific, Missouri's Municipal Code regarding distribution of tobacco and tobacco products.

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4092 for the first reading by title only.

Bill No. 4093 An Ordinance amending Ordinance No. 3154A approving a petition for Voluntary Annexation filed by TriStar Companies regarding certain property contiguous and compact to the City of Pacific, Missouri, and generally located at 2130 Old Gray Summit Road annexing said property into the City.

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4093 for the first reading by title only.

Alderman Adams suggested skipping the "Reports of City Officials". Board members agreed.

Adjournment

There being no further business, motion by Alderman Adams, seconded by Alderman Gass to adjourn. A voice vote was taken with an affirmative result. The meeting adjourned at 7:22 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

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

February 28, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 3-3-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the March 3 meeting.

1. Bill Sewer Backflow prevention devices. The City Attorney drafted this bill and the accompanying sewer backflow agreement following discussions at last meeting. The revised bill essentially provides for the City to provide a backflow valve, at City expense, subject to a thorough investigation and recommendation by the Public Works Commissioner, and subject to approval by the City Administrator. The provision of a backflow valve is further conditioned upon the property owner entering into a maintenance agreement with the City, in which the property owner agrees to regularly maintain the device and also essentially releases the City from any future claims related to failure of the device. We feel the revised bill represents good practice on the part of the City and is also a form of liability control when it comes to sewer backups. City staff can address further questions on this proposal at the meeting.

2. Bill Quit-Claim deed, 1916 Rose Lane. This bill accepts a Quit-Claim deed from Franklin County for the 1916 Rose Lane property. In brief review, this has been a problem property for many years. The owner died in 2017 and the City following an enforcement action cleaned up trash on the property in early 2018. The property transferred to the County in 2019 for delinquent taxes, and the County is now willing to transfer to the City. Assuming Board approval of this transfer, we would then remove and / or demolish the mobile home structure and clear the lot. The City could then sell the property or use it for other purposes.

The City previously used a similar procedure for a blighted property at 108 S. Elm. We acquired this property in 2017 and completed demolition and clean-up last year. This procedure may also be available for other blighted properties in the City, if the Board wishes to pursue that. The Board should understand that the City of course does incur some costs in demolishing the structure and clearing the lot, though this cost may be recovered, at least in part, from a sale of the property.

3. Bill 4090 Stop Signs, Neosho and Elm. This bill was given a first reading at the Feb. 18 meeting and is scheduled for a second and final reading March 3. I have not heard any public comment on this bill since the first reading.

4. Bill 4091 Amending Municipal Code, Controlled Substances. This bill “cleans up” various provisions of our existing codes following recent changes in state law. It was given a first reading at the Feb. 18 meeting and is scheduled for a second and final reading March 3. I have not heard any public comment on this bill since the first reading.

5. Bill 4092 Amending Municipal Code, Tobacco sales. This bill also “cleans up” various provisions of our existing codes following recent changes in federal, state and St. Louis County law. The bill essentially prohibits tobacco sales to persons under the age of 21. It was given a first reading at the Feb. 18 meeting and is scheduled for a second and final reading March 3. I have not heard any public comment on this bill since the first reading.

6. Bill 4093 to Provide for Longview Meadows Streetlights. This bill provides for three streetlights in the Longview Meadows subdivision, with additional lights subject to Homeowner’s Association review and approval. This bill is the product of a meeting Feb. 13 with the subdivision developer (Tri-Star Properties) and various City officials. This bill was given a first reading at the Feb. 18 meeting and is scheduled for a second and final reading March 3. I have not heard any public comment on this bill since the first reading.

7. Resolution 2020-10, Bigfoot Plaza. This Resolution authorizes a contract award to KJ Unnerstall Construction Inc. for construction of the Bigfoot Plaza improvements in a total amount (not-to-exceed) of \$149. KJ Unnerstall was the only bidder on the project. The bid was discussed at length at the Tourism Commission meeting Feb. 27, which recommended approval. I intend to discuss the project in more detail with the contractor and may have a further recommendation at the Board meeting. The project costs are proposed to be paid by Tourism funds. We find the contractor pricing to be reasonable and generally within the cost range anticipated for this project. Assuming the Board wants to move forward with the project we find the contractor bid in order and would recommend approval.

8. Resolution 2020-11, Hogan Storm Phase 1. This Resolution awards a contract to KJ Unnerstall Construction in the base bid amount of \$337,180. KJ Unnerstall was one of six bids received. A summary is below. The original engineer estimate for the project (prior to actual design) was \$283,000. The engineer (Dan Rahn) has reviewed the KJ Unnerstall bid and recommends award. The Board should understand the project scope includes storm water, curbing, driveway approaches and pavement repair, but does not include a full overlay of the streets where work is proposed (primarily Phelan and W. St. Louis.)

Bidder	Base Bid
KJ Unnerstall	\$337,180.00
Unnerstall Contracting Co	\$529,406.00
RV Wagner	\$439,560.00
E Meier Contracting	\$389,234.00
Rich Gullet & Sons	\$499,216.59
Pace Construction	\$461,250.00

Budget for this project will come from various sources, including Capital Improvements Sales Tax, Parks and Storm Water, Transportation, and General Fund. This is a worthwhile project of course but also comes at a significant cost, and assuming Board approval will impact the City’s ability to fund other projects going forward. I plan to provide more budget information to the Board at the meeting.

9. Resolution 2020-12, Cemetery mapping. This Resolution accepts a consulting agreement with 21 Design Group for mapping of the City cemeteries (PC 1 and 2 and Resurrection Hill). The total fee is \$7,750 (lump sum). As the Board will recall, 21 Design collected GPS data on the cemeteries in early

2019, and this second phase represents the mapping portion of the project. The intent of Phase 2 is to “marry” the City’s existing records and maps with the actual field data collection, and produce a new draft map which ultimately would go to the Board of Aldermen for approval. If approved, the City would then have new updated mapping which it could present in paper form, electronic (pdf) and also post to the website. The Board should understand however that the Phase 2 project does not represent a full-blown GIS map of the cemeteries, where you could click on a grave site and get photos, records and other information. This would come in a later phase, if the Board desires, once the mapping is accepted and approved.

10. Resolution 2020-13, Records Management. The City Clerk drafted this Resolution based on similar Resolutions in the past. She can speak to the details of this at the meeting if desired.

11. Resolution 2020-14, FMA. This Resolution adopts a new Voluntary Flood Buyout for the Flood Mitigation Assistance (FMA) program, which is nearing closeout. The FMA program includes the three properties acquired and demolished last year. The changes are recommended by Missouri State Emergency Management Agency and reflect changes in program guidance. There is no practical impact to this adoption as we can determine. We expect to close this project out in the coming weeks.

12. Resolution 2020-15, HMGP. This Resolution adopts a new Voluntary Flood Buyout Policy for the Hazard Mitigation Grant Program, which we are moving forward on this year. This Resolution and policy will supersede a prior policy adoption, which SEMA has requested be modified. The primary impact of this policy is we have changed our priority listing, which we feel better reflects the true program priorities. The earlier priority list was based on distance from the river only and did not take into account the property condition and other factors. This revised list takes into account other factors, such as condition of the property, proximity to properties previously acquired through buyout, occupancy status and other factors. Please note that all properties remain eligible and the priority listing does not mean that we can’t acquire certain properties ahead of the others. We do however intend to follow this list when submitting appraisals and other information to the state for their review and approval. I can expand on this in more detail at the meeting if desired.

Apart from the priority listing, the policy is in the form as supplied by SEMA and we would recommend approval.

13. 2020 Project List. I have submitted a revised project list, which I would intend to provide at least on a monthly basis going forward. Board president Adams will not be in attendance at the March 3 meeting and has requested that an in-depth presentation on these projects be reserved for the March 17 meeting. I can address questions on individual projects at the March 3 meeting if desired.

14. Encroachment agreements, Phillips 66 pipeline. These agreements have been forwarded by Phillips 66 pipeline for two current projects, Lisa Lane roadway extension and Bigfoot Plaza. The City Attorney has reviewed and made certain comments, which Phillips 66 have accommodated. Both agreements we find are in a form suitable for City acceptance and we would recommend approval.

15. Special Event Permit, ADAMs Garden. Mark and Gina Pingleton have applied for a Special Event Permit for a wedding (the Pingleton’s son) on June 13, 2020. This request is not accommodated in our existing Park rental provisions, and given the fact that it likely will require parking and traffic control outside of the ADAM’s Garden area, we thought it should be treated as a Special Event and subject to Board of Aldermen approval. This will also be forwarded to the Park Board for consideration March 2.

Staff would tentatively not recommend allowing rentals of the ADAMs Garden to the general public, but the Pingleton proposal in our view is a special case that deserves consideration. I have invited them to speak during the public participation portion of the meeting if they wish.

16. Information items.

- **Planning and Zoning Commission meeting March 10.** We have a public hearing scheduled for a Conditional Use Permit at 2165 W. Osage (currently Null & Crossbones) for inside storage use in a portion of the building. A copy of the hearing notice is included in the Board packet.

Respectfully submitted,

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

Steve Roth
City Administrator

BILL NO. 4094

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE AMENDING THE CITY'S CODE WITH REGARD TO THE RESPONSIBILITY FOR INSTALLATION OF A BACKWATER PREVENTION DEVICE.

WHEREAS, the Board of Aldermen has determined that public health and safety is served by the City accepting responsibility for the installation of a backwater prevention device, subject to a maintenance agreement with the property owner requesting such a device.

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

Section 1:

Section 705.225 of the Code of Ordinances of the City of Pacific shall be amended as follows:

- A. The City may, subject to the provisions of this Section 705.225, purchase and provide to an approved property owner a backwater prevention device, or a similar device, for a building, at the expense of the City.
 - 1. In order to be eligible for a backwater prevention device purchased by the City, a building shall have experienced two or more sewer-related backup events. A building will not be eligible for a backwater prevention device where the cause of a backup is due to lack of maintenance of the sewer lateral by the building owner or temporary public sewer maintenance issues such as a blocked sewer main.
 - 2. The Commissioner, or a representative thereof, shall conduct an initial evaluation consisting of a review of maintenance history and preliminary site visit, to determine whether a building is eligible for a backwater prevention device purchased by the City. If the Commissioner concludes that a building is eligible for a backwater prevention device after completing the initial evaluation, the Commissioner shall conduct a further investigation of the building and its sewer, which may include:
 - a. Locating the private sewer line that connects the building to the public sewer and televising the interior condition of the pipe;
 - b. Dye testing or smoke testing all identified stormwater connections such as gutters, downspouts and exterior drains;
 - c. Collecting information on the property's drainage, layout and construction;
 - d. Measuring elevations of the basement relative to the main public sewer line; and
 - e. Televising the public sewer line to determine its condition.

3. Upon completion of the Commissioner's investigation, if the Commissioner determines that a building is eligible for a backwater prevention device purchased by the City, the Commissioner shall request approval from the City Administrator for the purchase of a backwater prevention device, or similar device. The City Administrator shall consider the Commissioner's request and either approve or reject such request. Upon the approval of a request, the Commissioner shall be authorized to purchase a backwater prevention device for a property owner.
4. In the event that the purchase of a backwater prevention device is approved by the City Administrator, a building owner shall first enter into a maintenance agreement with the City, in which the building owner shall agree to:
 - a. Maintain the backwater prevention device at the owner's sole expense, including, without limitation, cleaning said backwater prevention device no less than two times each year;
 - b. Indemnify and hold harmless the City from any and all claims and liabilities in connection with the installation, maintenance or failure of the backwater prevention device; and
 - c. Any other terms required by the City in its sole discretion.

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

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

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

ATTEST:

City Clerk

CITY OF PACIFIC BACKFLOW PREVENTION
MAINTENANCE AGREEMENT

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

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

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

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

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

1. The City will provide and install for the Owner a back flow prevention device free of charge.
2. The Owner shall maintain the back flow prevention device at Owner's sole expense including, without limitation, cleaning said back flow prevention device no less than two times each calendar year.
3. The replacement of said sewer back flow prevention device will be at the sole expense of the Owner and not that of the City.
4. The Owner shall diligently operate and maintain the sewer back flow prevention device in such a manner as to minimize malfunctions.
5. The Owner releases the City from any and all liability related in any way to the failure of the back flow prevention device to operate properly or for the inadvertent backflow of sewage into the Owner's property.
6. The Owner shall hold the City harmless from any and all claims, damages, losses, and expenses including reasonable attorney fees with regard to installation, maintenance and/or failure of the backflow prevention device. The Owner shall indemnify the City and its agents and employees from and against all claims, damages, losses, and expenses including reasonable attorney's fees in case it shall be necessary to defend any action arising out of the installation, maintenance and/or failure of the backflow

prevention device, for bodily injury, illness or death or for property damage including loss of use, caused in whole or part by the Owner's acts or admissions or that of their agents and employees or anyone employed by them.

This Agreement is entered to this _____ day of _____, _____.

CITY OF PACIFIC:

OWNER:

BILL NO. 4095

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE ACCEPTING CONVEYANCE OF PROPERTY AT 1916 ROSE LANE FROM FRANKLIN COUNTY AS TRUSTEE

WHEREAS, Franklin County attempted unsuccessfully to sell the property at 1916 Rose Lane for delinquent taxes and ultimately obtained title as Trustee; and

WHEREAS, Franklin County desires to transfer the property to the City of Pacific at no cost to the City.

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

Section 1: The Board of Aldermen authorizes the City of Pacific to accept conveyance of the property at 1916 Rose Lane from Tim Brinker, Presiding Commissioner and to record the same in the land records of Franklin County.

Section 2: Any and all ordinances or parts thereof in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect and be in full force from and after its passage and approval.

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

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

ATTEST:

City Clerk

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the 18th day of February, 2020, by and between County of Franklin, Missouri, whose mailing address is 400 E. Locust Street, Union, Missouri 63084 (“**Grantor**”), and City of Pacific, Missouri, whose mailing address is 300 Hoven Drive, Pacific, Missouri 63069 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of St. Charles and State of Missouri, to-wit:

Lot No. 22 of Blossom Slope Subdivision as shown of record in Plat Book H, page 27 in the Franklin County Recorder of Deeds Office, said subdivision being part of Lots 10 and 11 of the Keatley Subdivision in the East half of Section 11, Township 43 North, Range 2 East of the 5th P.M., as shown of record at Deed Book 5, pages 12 through 15 in the Franklin County Recorders of Deeds Office.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

Grantor



Name: Tim Brinker
Title: Presiding Commissioner

SEAL

Attest:


Tim Baker, County Clerk

Grantee

Steve Myers, Mayor

Seal:

Attest: _____
Kim Barfield, City Clerk

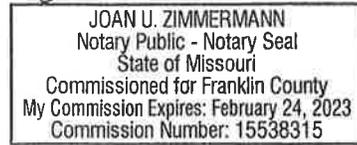
STATE OF Missouri)
) SS:
COUNTY OF Franklin)

On this 18 day of February, 2020, before me personally appeared Tim Brinker, who being by me duly sworn did say that he is the Presiding Commissioner of the County of Franklin, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County, by authority of its County Commission, and said Tim Brinker acknowledged said instrument to be the free act and deed of said County.

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

My Term Expires: 24 February 2023 Joan U Zimmermann
Notary Public

STATE OF Missouri)
) SS:
COUNTY OF Franklin)



On this _____ day of February, 2020, before me personally appeared Steve Myers, who being by me duly sworn did say that he is the Mayor of the City of Pacific, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said Steve Myers acknowledged said instrument to be the free act and deed of said City.

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

My Term Expires: _____
Notary Public

BILL NO. 4090

ORDINANCE NO. _____

SPONSOR: _____

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

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

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

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

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

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

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

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

ATTEST:

City Clerk

BILL NO. 4091
SPONSOR: _____

ORDINANCE NO. _____

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

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

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

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

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

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

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

Section 220.010 Possession of An Imitation Controlled Substance.

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

Section 220.020. Possession of A Controlled Substance.

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

political subdivision thereof.

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

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

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

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

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

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

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

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

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

Section 220.040. Unlawful Possession of Drug Paraphernalia.

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

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

Section 220.050. Prohibited Acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

City Clerk

BILL NO. 4092

ORDINANCE NO. _____

SPONSOR: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

City Clerk

BILL NO. 4093
SPONSOR: _____

ORDINANCE NO. _____

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

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

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

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

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

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

Section 2.

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

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

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

ATTEST:

City Clerk

RESOLUTION NO. 2020 - 10

A RESOLUTION TO AUTHORIZE A CONTRACT AWARD FOR CONSTRUCTION OF CERTAIN IMPROVEMENTS KNOWN AS “BIGFOOT PLAZA” IN THE CITY OF PACIFIC

WHEREAS, the City of Pacific has caused to have prepared plans and specifications for construction of certain walkway, landscaping and plaza improvements collectively known as “Bigfoot Plaza;” and

WHEREAS, the City has requested bids from qualified contractors to perform the work as specified, and, after canvassing the bids has determined the bid to be most advantageous to the City;

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

SECTION 1. The low bid from KJ Unnerstall Construction in the Base Bid amount of \$149,685.00 is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to execute a Contract Agreement with KJ Unnerstall Construction the contract amounts specified in Section 1, on behalf of the City of Pacific. This authorization is conditioned upon the contractor meeting all conditions of the contract award as determined by the Project Engineer.

Adopted by the Board of Aldermen and approved by the Mayor on this 3rd day of March, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

Contract Agreement
City of Pacific
Bigfoot Plaza

This Contract Agreement made as of the _____ day of _____, 2020 by and between THE CITY OF PACIFIC, MISSOURI (CITY) and _____ (Contractor).

WHEREAS, The City has caused to be prepared specifications and plans for the work herein described, and,

WHEREAS, The Contractor, in response to the invitation, submitted to the City, in the manner and time specified, a proposal in accordance with the terms of the contract and,

WHEREAS, the City has examined and canvassed the proposals submitted, and as a result, has determined the Contractor to be the best bidder.

NOW THEREFORE, The City and Contractor agree as follows:

1. **CONTRACTOR'S RESPONSIBILITY:** The Contractor agrees to furnish all necessary labor, equipment, materials and tools necessary to perform and complete in a workmanlike manner the construction of certain improvements known as "Bigfoot Plaza" as described in the attached contract documents:
 - a. City's Request for Bid dated January 29, 2020
 - b. Construction Documents, DG2 Design, dated January 9, 2020
 - c. Contractor's bid dated _____
2. **CITY RESPONSIBILITY.** The City shall permit access to the properties and premises which are the subject of this agreement, and shall provide general supervision and oversight of Contractor and Contractor work.
3. **COORDINATION WITH CITY:** Contractor shall coordinate and schedule work in close coordination with the City. All work shall be performed under the general supervision of the City of Pacific City Administrator, Public Works Commissioner, or their designees.
4. **GENERAL WORK SPECIFICATION:** The work specification shall be as provided in the contract documents. The general work specification shall be as follows:
 - a. Construction of certain pedestrian walkways, concrete plaza area and landscaping to be together known as "Bigfoot Plaza."
5. **CONTRACT TIME.** All work performed under this agreement shall proceed in a timely fashion and without unnecessary delays. Unless otherwise agreed by

mutual written agreement, the Contractor shall reach final completion **no later than June 3, 2020**. The Contractor's failure to perform the contract within the above time limits may cause the City, at its sole option, to terminate this contract and make demand for liquidated damages in the amount of no less than \$500 per day and / or take other actions against Contractor.

6. ALLOWABLE CHANGES IN CONTRACT TIME. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be restricted to, weather delays, acts of neglect by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.
7. WARRANTY & GUARANTEE. The Contractor warrants and guarantees to the City that all work will be of good quality and free from faults or defects in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals for a period of one year after date of final acceptance of the work. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents or of such inspections, test, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected. Contractor shall provide all manufacturer warranties to the City as a condition of final project acceptance.
8. PAYMENT. The City agrees to pay and the Contractor agrees to accept, in payment for the performance of this contract, the following Unit Prices as quoted in the attached Contract Documents:

INSERT BID UNIT PRICES HERE

The basis of payment shall be installed quantities, measured by contractor subject to review and approval by the City.

9. CHANGE ORDERS. The City may, at any time, order additions, deletions or revisions in the work. All such work shall be executed under the applicable specifications and conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price, an equitable adjustment will be made as agreed by written addendum to this agreement.
10. INSURANCE: Prior to beginning work, the Contractor shall furnish Certificate of Insurance, naming the City of the City of Pacific as Additional Insured. No work will be authorized until this requirement is met. Contractor shall be required to maintain General Liability Insurance in an amount no less than \$1 million per occurrence, \$2 million in the aggregate; Automobile Liability Insurance in an amount no less than \$1 million, combined single limit; and Worker's

Compensation and Employers Liability Insurance, statutory limits. Contractor shall be required to maintain insurance throughout the performance of this contract.

11. HOLD HARMLESS, INDEMNITY: To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or contractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees.
12. BUSINESS LICENSE: Prior to beginning work, the Contractor shall possess or obtain a valid City of Pacific business license.
13. PREVAILING WAGE: All work performed under this agreement shall be paid, at minimum, the Prevailing Wage as specified in Annual Wage Order 26 as published by the Missouri Department of Labor and Industrial Relations. **Pursuant to Missouri law, Prevailing Wage shall only be required for contract awards of \$75,000 or greater.** Prior to final payment, the Contractor shall be required to file a Contractor's Report of Construction Wage Rates and shall sign an Affidavit of Compliance with the Prevailing Wage. A penalty of \$100 per day (or portion of a day) shall be paid to the City for each worker that is paid less than the prevailing rate for any work performed on this project by the successful contractor or any subcontractor.
14. SUBCONTRACTORS: The Contractor agrees to bind every Subcontractor by the terms of this agreement. The Contract Documents shall not be construed as creating any contractual relations between any Subcontractor and the City. In the event that Subcontractors are used on the project, the City shall require lien waivers as a condition of final payment to Contractor.
15. ILLEGAL ALIENS AND IMMIGRATION STATUS VERIFICATION: Prior to beginning work, Contractor shall provide an affidavit and documentation affirming that Contractor is enrolled and participates in the federal "E-Verify/Basic Pilot" program and shall provide an affidavit affirming that Contractor does not knowingly employ illegal aliens.
16. SAFETY TRAINING: Contractor agrees that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site

employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

17. PAYMENT AND PERFORMANCE BOND. For contract awards of \$50,000 or greater, the City shall require the Contractor to furnish to the City a bond with good and sufficient sureties, in an amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. Such bond shall only be required if the contract award is \$50,000 or greater.
18. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between City and Contractor, and may not be modified except in writing signed by both City and Contractor.

CITY OF PACIFIC
Steve Myers
Mayor

ATTEST
Kimberly Barfield
City Clerk

CONTRACTOR

By: _____
(printed name)

Pacific- Bigfoot



(see plant schedule)

Plant Material	Quantity	Unit	Unit Cost	Cost
CO-Oklahoma Redbud	3	ea	468.00	1,404.00
MB-Butterflies magnolia	3	ea	503.00	1,509.00
NG-Black gum	4	ea	518.00	2,072.00
CK-KF Reed grass	50	ea	48.75	2,437.50
Lawn (+ repair areas)	1000	SY	8.25	8,250.00
Planting Soil	28	cy	82.21	2,301.88
Mulch	10	cy	89.00	890.00
Tree Watering Bags	10	ea	29.00	290.00
Plant Material Subtotal:				19,154.38

Hardscape	Quantity	Unit	Unit Cost	Cost
Anchors for Bigfoot	1	ea	\$ 1,000.00	1,000.00
Trap Rock	5	cy	\$ 180.00	900.00
Boulders- existing on site	29	ea	\$ 50.00	1,450.00
Boulders- new	19	ea	\$ 800.00	15,200.00
Concrete- 5" reinf.	4384	sf	\$ 8.50	37,264.00
Concrete- 4"	122	sf	\$ 15.00	1,830.00
Stairs- 13 risers x 6' long	78	lf	\$ 116.00	9,048.00
Handrails- 23.5' each side	47	lf	\$ 105.00	4,935.00
Ret. Wall-see plan for ht.	154	lf	\$ 95.00	14,630.00
Bollards	2	ea	\$ 850.00	1,700.00
Benches	5	ea	\$ 2,000.00	10,000.00
Lighting and elec.	4 +elec.	ea	\$ 850.00	3,400.00
Walkway edge	129	lf	\$ 71.50	9,223.50
Curb and gutter	25	lf	\$ 50.00	1,250.00
Hardscape Subtotal:				111,830.50
Site Repairs/Modifications:				5,000.12
Mobilization				13,200.00
Permits				500.00
Total:				149,685.00

Contractor Sign & Date:

[Signature] 2-27-2020

RESOLUTION NO. 2020 - 11

A RESOLUTION TO AUTHORIZE A CONTRACT AWARD FOR CONSTRUCTION OF HOGAN SUBDIVISION PHASE 1 STORM WATER IMPROVEMENTS IN THE CITY OF PACIFIC

WHEREAS, the City of Pacific has caused to have prepared plans and specifications for construction of Hogan Subdivision Phase 1 Storm Water improvements; and

WHEREAS, the City has requested bids from qualified contractors to perform the work as specified, and, after canvassing the bids has determined the bid to be most advantageous to the City;

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

SECTION 1. The low bid from KJ Unnerstall Construction in the Base Bid amount of \$ 337,180.00, is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to execute a Contract Agreement with KJ Unnerstall Construction the contract amounts specified in Section 1, on behalf of the City of Pacific. This authorization is conditioned upon the contractor meeting all conditions of the contract award as determined by the Project Engineer.

Adopted by the Board of Aldermen and approved by the Mayor on this 3rd day of March, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

Contract Agreement
City of Pacific
Hogan Area Storm Sewer Improvements Phase 1

This Contract Agreement made as of the _____ day of _____, 2020 by and between THE CITY OF PACIFIC, MISSOURI (CITY) and _____ (Contractor).

WHEREAS, The City has caused to be prepared specifications and plans for the work herein described, and,

WHEREAS, The Contractor, in response to the invitation, submitted to the City, in the manner and time specified, a proposal in accordance with the terms of the contract and,

WHEREAS, the City has examined and canvassed the proposals submitted, and as a result, has determined the Contractor to be the best bidder.

NOW THEREFORE, The City and Contractor agree as follows:

1. **CONTRACTOR'S RESPONSIBILITY:** The Contractor agrees to furnish all necessary labor, equipment, materials and tools necessary to perform and complete in a workmanlike manner **the construction of certain improvements known as "Hogan Area Storm Sewer Phase 1"** as described in the attached contract documents:
 - a. City's Request for Bid **dated January 29, 2020**
 - b. Engineered plans and specifications, Engineering Surveys and Services, **dated December 19, 2019**
 - c. Contractor's bid dated _____
2. **CITY RESPONSIBILITY.** The City shall permit access to the properties and premises which are the subject of this agreement, and shall provide general supervision and oversight of Contractor and Contractor work. The City shall provide any easements necessary for the performance of work.
3. **COORDINATION WITH CITY:** Contractor shall coordinate and schedule work in close coordination with the City. All work shall be performed under the general supervision of the City of Pacific City Administrator, Public Works Commissioner, project engineer, or their designees.
4. **GENERAL WORK SPECIFICATION:** The work specification shall be as provided in the contract documents. The general work specification shall be as follows:
 - a. Construction of certain storm water collection and conveyance improvements in certain sections of Hogan Subdivision, including W. Union, Phelan and W. St. Louis Streets

5. CONTRACT TIME. All work performed under this agreement shall proceed in a timely fashion and without unnecessary delays. Unless otherwise agreed by mutual written agreement, the Contractor shall reach final completion **with 100 calendar days of the Notice to Proceed.** The Contractor's failure to perform the contract within the above time limits may cause the City, at its sole option, to terminate this contract and make demand for liquidated damages in the amount of no less than \$100 per day and / or take other actions against Contractor.
6. ALLOWABLE CHANGES IN CONTRACT TIME. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be restricted to, weather delays, acts of neglect by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.
7. WARRANTY & GUARANTEE. The Contractor warrants and guarantees to the City that all work will be of good quality and free from faults or defects in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals for a period of one year after date of final acceptance of the work. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents or of such inspections, test, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected. Contractor shall provide all manufacturer warranties to the City as a condition of final project acceptance.
8. PAYMENT. The City agrees to pay and the Contractor agrees to accept, in payment for the performance of this contract, the following Unit Prices as quoted in the attached Contract Documents:

INSERT BID UNIT PRICES HERE

The basis of payment shall be installed quantities, measured by contractor subject to review and approval by the City.

9. UTILITIES and STAKING. The successful contractor is responsible for locating all existing utilities prior to work and performance of construction staking.
10. TRAFFIC CONTROL. The successful contractor shall be responsible for traffic control, in coordination with the City. Unless otherwise mutually agreed, Contractor shall maintain access to all private properties with the exception of certain limited disruptions required for performance of work construction. The contractor shall be responsible for notifying property owners / residents of any disruptions to individual properties and for coordinating same.

11. CHANGE ORDERS. The City may, at any time, order additions, deletions or revisions in the work. All such work shall be executed under the applicable specifications and conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price, an equitable adjustment will be made as agreed by written addendum to this agreement.
12. INSURANCE: Prior to beginning work, the Contractor shall furnish Certificate of Insurance, naming the City of the City of Pacific as Additional Insured. No work will be authorized until this requirement is met. Contractor shall be required to maintain General Liability Insurance in an amount no less than \$1 million per occurrence, \$2 million in the aggregate; Automobile Liability Insurance in an amount no less than \$1 million, combined single limit; and Worker's Compensation and Employers Liability Insurance, statutory limits. Contractor shall be required to maintain insurance throughout the performance of this contract.
13. HOLD HARMLESS, INDEMNITY: To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or contractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees.
14. BUSINESS LICENSE: Prior to beginning work, the Contractor shall possess or obtain a valid City of Pacific business license.
15. PREVAILING WAGE: All work performed under this agreement shall be paid, at minimum, the Prevailing Wage as specified in Annual Wage Order 26 as published by the Missouri Department of Labor and Industrial Relations. Pursuant to Missouri law, Prevailing Wage shall only be required for contract awards of \$75,000 or greater. Prior to final payment, the Contractor shall be required to file a Contractor's Report of Construction Wage Rates and shall sign an Affidavit of Compliance with the Prevailing Wage. A penalty of \$100 per day (or portion of a day) shall be paid to the City for each worker that is paid less than the prevailing rate for any work performed on this project by the successful contractor or any subcontractor.

16. SUBCONTRACTORS: The Contractor agrees to bind every Subcontractor by the terms of this agreement. The Contract Documents shall not be construed as creating any contractual relations between any Subcontractor and the City. In the event that Subcontractors are used on the project, the City shall require lien waivers as a condition of final payment to Contractor.
17. ILLEGAL ALIENS AND IMMIGRATION STATUS VERIFICATION: Prior to beginning work, Contractor shall provide an affidavit and documentation affirming that Contractor is enrolled and participates in the federal "E-Verify/Basic Pilot" program and shall provide an affidavit affirming that Contractor does not knowingly employ illegal aliens.
18. SAFETY TRAINING: Contractor agrees that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
19. PAYMENT AND PERFORMANCE BOND. For contract awards of \$50,000 or greater, the City shall require the Contractor to furnish to the City a bond with good and sufficient sureties, in an amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. Such bond shall only be required if the contract award is \$50,000 or greater.
20. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between City and Contractor, and may not be modified except in writing signed by both City and Contractor.

CITY OF PACIFIC
Steve Myers
Mayor

ATTEST
Kimberly Barfield
City Clerk

CONTRACTOR

By: _____
(printed name)

Draft

Bid Tabulation, Hogan Storm Phase 1

Item	Unit	Qty	Unnerstall Contracting Co	KJ Unnerstall	RV Wagner	E Meier	Rich Gullet & Sons	Pace
Mobilization	LS	1	\$12,000.00	\$47,999.60	\$20,000.00	\$21,000.00	\$19,391.00	\$27,468.50
Full depth saw cut	LF	3720	\$22,320.00	\$7,998.00	\$11,160.00	\$7,254.00	\$13,950.00	\$7,440.00
Type 5 MoDOT base	CY	252	\$35,280.00	\$12,600.00	\$10,584.00	\$9,072.00	\$6,804.00	\$10,080.00
Curb and gutter	LF	2980	\$137,080.00	\$62,580.00	\$83,440.00	\$77,480.00	\$114,849.20	\$113,240.00
8-inch concrete driveway approach	SY	245	\$23,520.00	\$19,600.00	\$22,785.00	\$16,660.00	\$19,110.00	\$15,925.00
Full depth pavement repair	SY	104	\$33,800.00	\$16,640.00	\$10,088.00	\$5,304.00	\$12,480.00	\$13,000.00
4-inch thick concrete	SY	88	\$22,000.00	\$4,400.00	\$4,048.00	\$4,576.00	\$7,981.60	\$4,576.00
2-inch BP-2 surface mix	TON	30	\$9,300.00	\$9,300.00	\$14,250.00	\$6,690.00	\$12,216.00	\$4,200.00
30-inch HDPE	LF	421	\$64,413.00	\$32,922.20	\$42,100.00	\$61,466.00	\$79,484.80	\$58,940.00
24-inch HDPE	LF	348	\$35,148.00	\$18,896.40	\$29,580.00	\$37,932.00	\$42,316.80	\$38,280.00
18-inch HDPE	LF	410	\$26,650.00	\$16,400.00	\$34,850.00	\$32,800.00	\$28,745.10	\$49,200.00
15-inch HDPE	LF	333	\$22,977.00	\$19,680.30	\$24,975.00	\$26,640.00	\$23,143.50	\$45,954.00
12-inch HDPE	LF	393	\$23,973.00	\$18,274.50	\$23,580.00	\$30,654.00	\$24,664.68	\$18,962.25
30-inch flared end section	EA	1	\$600.00	\$865.00	\$5,000.00	\$1,180.00	\$975.00	\$1,150.00
Pre-cast storm manhole	EA	1	\$2,032.00	\$1,905.00	\$5,000.00	\$2,236.00	\$3,805.98	\$2,100.00
42-inch curb inlet	EA	7	\$17,850.00	\$14,420.00	\$47,250.00	\$20,195.00	\$30,023.70	\$19,145.00
48-inch curb inlet	EA	3	\$7,950.00	\$6,180.00	\$12,000.00	\$8,655.00	\$12,867.30	\$7,950.00
60-inch curb inlet	EA	4	\$11,300.00	\$14,440.00	\$28,000.00	\$12,736.00	\$27,606.80	\$11,200.00
Rip-rap	SY	43	\$4,343.00	\$2,279.00	\$3,870.00	\$4,429.00	\$2,064.00	\$4,181.75
Inlet protection	EA	14	\$1,750.00	\$2,100.00	\$1,750.00	\$1,050.00	\$490.00	\$4,550.00
Finish grading seed and straw	AC	0.35	\$15,120.00	\$7,700.00	\$5,250.00	\$1,225.00	\$16,256.00	\$8,050.00
Total			\$ 529,406.00	\$ 337,180.00	\$ 439,560.00	\$ 389,234.00	\$ 499,225.46	\$ 465,592.50

Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Mobilization	LS	1	12,000.00	12,000.00
Full Depth Saw Cut	LF	3720	6.00	22,320.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	140.00	35,280.00
Curb and Gutter (30" Wide)	LF	2,980	46.00	137,080.00
8" Concrete Driveway Approach	SY	245	96.00	23,520.00
Full Depth Pavement Repair (Street Cuts)	SY	104	325.00	33,800.00
4" Thick Concrete (Transition Piece)	SY	88	250.00	22,000.00
2" BP-2 Surface Mix (Transition Piece)	Ton	30	310.00	9,300.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	153.00	64,413.00
24" HDPE Storm Pipe (including rock bedding)	LF	348	101.00	35,148.00
18" HDPE Storm Pipe (including rock bedding)	LF	410	65.00	26,650.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	69.00	22,977.00
12" HDPE Storm Pipe (including rock bedding)	LF	393	61.00	23,973.00
30" Flared End Section	EA	1	600.00	600.00
Pre-Cast Storm Manhole (per MSD)	EA	1	2,032.00	2,032.00
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	2,550.00	17,850.00
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	2,650.00	7,950.00
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	2,825.00	11,300.00
Rip-Rap	SY	43	101.00	4,343.00
Inlet Protection	EA	14	125.00	1,750.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	43,200.00	15,120.00
Total Construction Cost			\$ 529,406.00	

*Calculated quantities in this bid form are for reference, contractor is responsible to verify bid quantities

Unnerstall Contracting Co., LLC
 2803 W. Osage, Pacific, MO 63069
 636-257-3003 Addendum 1 Noted

Stephen J. Unnerstall 2-27-20

Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

Item Description	Unit	Quantity	Unit Price	Extended Price
Mobilization	LS	1	47,999.60	47,999.60
Full Depth Saw Cut	LF	3720	2.15	7,998.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	50.00	12,600.00
Curb and Gutter (30" Wide)	LF	2,980	21.00	62,580.00
8" Concrete Driveway Approach	SY	245	80.00	19,600.00
Full Depth Pavement Repair (Street Cuts)	SY	104	160.00	16,640.00
4" Thick Concrete (Transition Piece)	SY	88	50.00	4,400.00
2" BP-2 Surface Mix (Transition Piece)	Ton	30	310.00	9,300.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	78.20	32,922.20
24" HDPE Storm Pipe (including rock bedding)	LF	348	54.30	18,896.40
18" HDPE Storm Pipe (including rock bedding)	LF	410	40.00	16,400.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	59.10	19,680.30
12" HDPE Storm Pipe (including rock bedding)	LF	393	46.50	18,274.50
30" Flared End Section	EA	1	865.00	865.00
Pre-Cast Storm Manhole (per MSD)	EA	1	1,905.00	1,905.00
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	2,060.00	14,420.00
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	2,060.00	6,180.00
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	3,610.00	14,440.00
Rip-Rap	SY	43	53.00	2,279.00
Inlet Protection	EA	14	150.00	2,100.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	22,000.00	7,700.00
Total Construction Cost			\$337,180.00	

*Calculated quantities in this bid form are for reference, contractor is responsible to verify bid quantities



Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Mobilization	LS	1	20,000.00	20,000.00
Full Depth Saw Cut	LF	3720	3.00	11,160.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	42.00	10,584.00
Curb and Gutter (30" Wide)	LF	2,980	28.00	83,440.00
8" Concrete Driveway Approach	SY	245	93.00	22,785.00
Full Depth Pavement Repair (Street Cuts)	SY	104	97.00	10,088.00
4" Thick Concrete (Transition Piece)	SY	88	46.00	4,048.00
2" BP-2 Surface Mix (Transition Piece)	Ton	30	475.00	14,250.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	100.00	42,100.00
24" HDPE Storm Pipe (including rock bedding)	LF	348	85.00	29,580.00
18" HDPE Storm Pipe (including rock bedding)	LF	410	85.00	34,850.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	75.00	24,975.00
12" HDPE Storm Pipe (including rock bedding)	LF	393	60.00	23,580.00
30" Flared End Section	EA	1	5000.00	5000.00
Pre-Cast Storm Manhole (per MSD)	EA	1	5000.00	5000.00
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	6,750.00	47,250.00
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	4000.00	12,000.00
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	7000.00	28,000.00
Rip-Rap	SY	43	90.00	3870.00
Inlet Protection	EA	14	125.00	1,750.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	15,000	5,250.00
Total Construction Cost			\$ 439,560.00	

*Calculated quantities in this bid form are for reference, contractor is responsible to verify bid quantities

R.V. Wagner, Inc


2/27/20

Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

Item Description	Unit	Quantity	Unit Price	Extended Price
Mobilization	LS	1	21,000.00	21,000.00
Full Depth Saw Cut	LF	3720	1.95	7,254.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	36.00	9,072.00
Curb and Gutter (30" Wide)	LF	2,980	26.00	77,480.00
8" Concrete Driveway Approach	SY	245	68.00	16,660.00
Full Depth Pavement Repair (Street Cuts)	SY	104	51.00	5,304.00
4" Thick Concrete (Transition Piece)	SY	88	52.00	4,576.00
2" BP-2 Surface Mix (Transition Piece)	Ton	30	223.00	6,690.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	146.00	61,466.00
24" HDPE Storm Pipe (including rock bedding)	LF	348	109.00	37,932.00
18" HDPE Storm Pipe (including rock bedding)	LF	410	80.00	32,800.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	80.00	26,640.00
12" HDPE Storm Pipe (including rock bedding)	LF	393	78.00	30,654.00
30" Flared End Section	EA	1	1,180.00	1,180.00
Pre-Cast Storm Manhole (per MSD)	EA	1	2,236.00	2,236.00
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	2,885.00	20,195.00
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	2,885.00	8,655.00
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	3,184.00	12,736.00
Rip-Rap	SY	43	103.00	4,429.00
Inlet Protection	EA	14	75.00	1,050.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	3,500.00	1,225.00
Total Construction Cost			\$	389,234.00

*Calculated quantities in this bid form are for reference, contractor is responsible to verify bid quantities

E Meier Contracting
860 Westwood Industrial ct
Weldon spring mo 63304
636-300-0908

[Handwritten Signature] 2/27/20

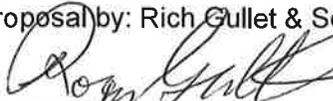
Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Mobilization	LS	1	\$19,391.00	\$19,391.00
Full Depth Saw Cut	LF	3720	\$3.75	\$13,950.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	\$27.00	\$6,804.00
Curb and Gutter (30" Wide)	LF	2,980	\$38.54	\$114,849.20
8" Concrete Driveway Approach	SY	245	\$78.00	\$19,110.00
Full Depth Pavement Repair (Street Cuts)	SY	104	\$120.00	\$12,480.00
4" Thick Concrete (Transition Piece)	SY	88	\$90.70	\$7,981.60
2" BP-2 Surface Mix (Transition Piece)	Ton	30	\$407.20	\$12,216.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	\$188.80	\$79,485.00
24" HDPE Storm Pipe (including rock bedding)	LF	348	\$121.60	\$42,316.00
18" HDPE Storm Pipe (including rock bedding)	LF	410	\$70.11	\$28,742.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	\$69.50	\$23,141.77
12" HDPE Storm Pipe (including rock bedding)	LF	393	\$62.76	\$24,661.24
30" Flared End Section	EA	1	\$975.00	\$975.00
Pre-Cast Storm Manhole (per MSD)	EA	1	\$3,805.98	\$3,805.98
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	\$4,289.10	\$30,023.70
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	\$4,289.10	\$12,867.30
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	\$6,901.70	\$27,606.80
Rip-Rap	SY	43	\$48.00	\$2,064.00
Inlet Protection	EA	14	\$35.00	\$490.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	\$46,445.72	\$16,256.00
Total Construction Cost			\$ 499,216.59	

*Calculated quantities in this bid form are for reference, contractor is responsible to verify bid quantities

Proposal by: Rich Gullet & Sons, Inc.



Roger Gullet, President

Date: 02/27/2020

636-271-2327
office@richgullet.com

Hogan Storm Phase 1 Improvements - Bid Form - Addendum 1

City of Pacific, MO 2/18/2020

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Mobilization	LS	1	27,468.50	27,468.50
Full Depth Saw Cut	LF	3720	2.00	7,440.00
Type 5 MoDOT Base (Curb & Gutter, Driveway Approaches, Street Cuts)	CY	252	40.00	10,080.00
Curb and Gutter (30" Wide)	LF	2,980	38.00	113,240.00
8" Concrete Driveway Approach	SY	245	65.00	15,925.00
Full Depth Pavement Repair (Street Cuts)	SY	104	125.00	13,000.00
4" Thick Concrete (Transition Piece)	SY	88	52.00	4,576.00
2" BP-2 Surface Mix (Transition Piece)	Ton	30	140.00	4,200.00
30" HDPE Storm Pipe (including rock bedding)	LF	421	140.00	58,940.00
24" HDPE Storm Pipe (including rock bedding)	LF	348	110.00	38,280.00
18" HDPE Storm Pipe (including rock bedding)	LF	410	120.00	49,200.00
15" HDPE Storm Pipe (including rock bedding)	LF	333	138.00	45,954.00
12" HDPE Storm Pipe (including rock bedding)	LF	393	48.25	14,619.75
30" Flared End Section	EA	1	1,150.00	1,150.00
Pre-Cast Storm Manhole (per MSD)	EA	1	2,100.00	2,100.00
42" Dia. Curb Inlet (MSD Single Street Inlet)	EA	7	2,735.00	19,145.00
48" Dia. Curb Inlet (MSD Single Street Inlet)	EA	3	2,650.00	7,950.00
60" Dia. Curb Inlet (MSD Single Street Inlet)	EA	4	2,800.00	11,200.00
Rip-Rap	SY	43	97.25	4,181.75
Inlet Protection	EA	14	325.00	4,550.00
Finish Grading/Seed and Straw (all disturbed areas)	AC	0.35	23,000.00	8,050.00
Total Construction Cost			\$	461,250.00

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Rob Renberggrass, Project Manager

Pace Construction Co., LLC
1620 Woodson Road
St. Louis, MO 63114

RESOLUTION NO. 2020-12

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH 21 DESIGN ENGINEERING AND SURVEYING FOR PROFESSIONAL SERVICES RELATING TO CREATION OF MAPS FOR THE PACIFIC CITY CEMETERY AND RESURRECTION HILL CEMETERY

WHEREAS, the City of Pacific previously has engaged 21 Design Group for certain services related to surveying, data collection and other activities in the Pacific city cemeteries; and

WHEREAS, the City of Pacific desires to engage 21 Design Group for further services related to mapping the City cemeteries, and has thereby solicited a proposal from said firm to provide said professional services;

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

SECTION 1. The Mayor is hereby authorized and directed, on behalf of the City of Pacific, to execute an Agreement with 21 Design Engineering and Surveying for Professional Services relating to map creation for the Pacific City Cemetery and Resurrection Hill Cemetery properties. The Agreement is attached hereto as Exhibit A and made fully a part hereof.

Adopted by the Board of Aldermen and approved by the Mayor on this 3rd day of March, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

Civil Engineering
Land Surveying
Potable Water
Wastewater Treatment



Civil Site Design
Construction Support
GIS Mapping
Wastewater Collection

February 25, 2020

Sent Via: email
sroth@pacificmissouri.com

Mr. Steve Roth ("Client")
City of Pacific
300 Hoven Drive
Pacific, MO 63069

RE: Proposal for Pacific City Cemetery 2 and Resurrection Hill Cemetery Mapping

Dear Mr. Roth,

In accordance with the request for proposal and on behalf of 21 Design Group, Inc., ("Designer"), we are pleased to submit the following proposal for professional services on behalf of Client.

SCOPE OF WORK:

Items Included:

Designer will provide services for the project which will be limited to the following:

1. **Cemetery Data Analysis and Grid Resolution**
 - o Importing collected field data for Analysis
 - o Comparison of field data (under separate proposal) to existing city provided Grid layout/Database
2. **Cemetery (PCC2/Resurrection Hill) Maps Creation**
 - o Working with City Officials for Layout Resolutions
 - o Generating Cemetery Maps based off of agreed upon Grid/Field Data resolution
 - o Noting Maps with corresponding indicators or information as requested.

Lump Sum Service Fee: \$7,750.00

Items not included (If requested, will be performed on an hourly basis):

1. Platting Services
2. Topographic Surveying Services
3. Data Collection
4. GIS Map creation

Any work requested by the Client in addition to work listed herein as part of the scope, or any rework done at the Client's request and not as a result of errors attributed to 21 Design Group would be deemed an additional service and billed at our current hourly rates, which are attached. Should the Client terminate the services of 21 Design Group for any reason, then Client shall pay for all work done by 21 Design Group at the current standard hourly rates up to the point of termination.

All of the above prices and rates are subject to an 8% increase on the unfinished work, every twelve months from date of proposal, to reflect inflation or higher operating costs. Items such as permit fees, recording fees, review fees, inspection fees, and all other such fees or charges, the payment of which are necessary to perform and complete the work herein listed, are to be paid by the Client.

All invoices shall be considered due upon receipt. If the Client fails to make any payment due for services and expenses within 15 days of the invoice date, the amount due shall include a charge at the rate of 1 ½% per month after said 15th day. Said interest charges shall continue until paid in full. In addition, 21 Design Group shall, at any time, reserve the right to suspend services under this contract until all invoices are paid in full for services, expenses and interest. The Client will pay such costs as may be incurred by 21 Design Group to enforce this agreement, because of Client's failure to perform any provisions of this contract, including court costs and attorney's fees.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you find our proposal acceptable, please complete and sign the enclosed Acceptance of Proposal and return a copy to our office. Your signature below also confirms you have received, reviewed and approved of the attached "Standard Terms and Conditions."

Thankfully,



Robert Hausmann, P.E.
Project Manager
21 Design Group, Inc

Acceptance of Proposal
Accepted by:

By: _____

Name

Date

21 Design Group, Inc. STANDARD TERMS AND CONDITIONS

Unless otherwise provided in the Proposal, and except as otherwise provided herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services detailed herein on a time and materials basis, at Designer's standard hourly rate. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

If Client requests or instructs Changes that amount to a revision in or near excess of fifty percent (50%) of the time required to produce the Deliverables, and/or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will endeavor to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

By entering into this agreement Client consents to allow Designer to utilize equipment as they see fit, including but not limited to drones or other unmanned aircraft, to photograph and/or obtain video footage of the property owned by the Client and/or the respective project site. This consent is required by House Bill No. 1204, proposed Missouri Revised Statute § 305.637, and is to be used solely for the purposes identified in this agreement and as authorized pursuant to House Bill No. 1204, proposed Missouri Revised Statute § 305.639. By signing this agreement, the accepting party and/or Client ensures and warrants it/they possess the requisite authority to grant this approval, or has/have acquired approval for these and related activities, as required by law.

The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other Clients and otherwise advertise the services offered by Designer.

Designer will provide the Services identified in the Agreement in accordance with the accepted standard of care for such services. Except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors. In the event the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement. To the best of Designer's knowledge, the Final Product provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. The Client's subsequent use, modification or re-use of the Deliverables outside of the scope of this Agreement or for any purpose not identified in the Proposal is at the Client's sole risk, and the Client shall defend, indemnify and hold harmless the Designer and its consultants, and their agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use, modification or re-use of the Deliverables. This indemnification provision shall survive the termination of this agreement.

BY THIS AGREEMENT, DESIGNER MAKES NO WARRANTIES WHATSOEVER. DESIGNER EXPLICITLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, Designer shall promptly suspend its performance of work for the protection of the parties and their employees and notify Client of the conditions encountered. Client and Designer shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that Designer shall have no duty to determine the existence of asbestos or any other hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable

adjustments.

Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

Subject to the terms, conditions, and limitations provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses as a result of Designer's negligent errors or omissions on a comparative basis of fault, except for any such claims, damages, liabilities, costs, losses or expenses which arise from the fault of Client Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

Limitation of Liability. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE DESIGNER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE DESIGNER AND DESIGNER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE DESIGNER AND DESIGNER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS SHALL NOT EXCEED THE DESIGNER'S TOTAL FEE FOR SERVICES RENDERED ON THE PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY. IF THE CLIENT DOES NOT WISH TO LIMIT PROFESSIONAL LIABILITY TO THIS SUM, IF THE DESIGNER AGREES TO WAIVE THIS LIMITATION UPON RECEIVING CLIENT'S WRITTEN REQUEST, AND CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION, ADDITIONAL LIMITS OF LIABILITY MAY BE MADE A PART OF THIS AGREEMENT.

To the extent damages are covered by property insurance during construction, Client and Designer waive all rights against each other and the consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Client or Designer, as appropriate, shall require of the Contractor, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective upon 24 hours' notice, or by the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Missouri without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically

consent to the local, state and federal courts located in the state of Missouri. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document and the above Proposal.

RESOLUTION NO. 2020-13

A RESOLUTION AFFIRMING THE MISSOURI RECORDS MANAGEMENT LAW FOR THE EFFICIENT MANAGEMENT AND DISPOSAL OF OFFICIAL RECORDS OF THE CITY OF PACIFIC.

WHEREAS, the City of Pacific desires to employ efficient and economical management methods for the maintenance, retention, preservation and disposal of official records of the City; and

WHEREAS, the Office of the Secretary of State has established retention schedules for the disposal of records no longer possessing administrative, legal fiscal or historical significance; and

WHEREAS, THE City Clerk and Record Keeper of the City of Pacific has determined there are records that comply with the Records Management Law and can be destroyed; and

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

The Board of Aldermen of the City of Pacific does herby recognize and affirm the Missouri Records Retention Schedule as the policy for the City of Pacific for the retention and disposal of the City's records.

Steve Myers, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY OF PACIFIC, MISSOURI, ADOPTING A VOLUNTARY FLOOD BUYOUT PROGRAM POLICY (FLOOD MITIGATION ASSISTANCE PROGRAM) AND IDENTIFYING A PROJECT MANAGER.

WHEREAS, The Robert T Stafford Act, as amended, does include provisions for property acquisition and relocation assistance; and

WHEREAS, The City of Pacific does have areas of need which may be addressed through the Flood Mitigation Assistance (FMA) program.

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

SECTION 1. That the City of Pacific desires to participate with the Federal Emergency Management Agency and the State of Missouri Emergency Management Agency in plans and activities for the improvement of the community under the program.

SECTION 2. That funds approved under the aforementioned program are intended to be used toward acquisition and/or relocation of residential and non-residential properties damaged by past flood events.

SECTION 3. That all properties purchased under this grant must be removed from the parcel of land in question. The land that is acquired through this grant will be owned by the City of Pacific and must be restricted as to future use. The City asserts that an evaluation has been conducted of all potential non-open space needs for this land including use for flood control. The City has determined that there are no such needs identified and therefore, the City is, with full knowledge, willing to commit to the purchase of this land and the placement of a permanent and irrevocable deed restriction that will prohibit future non-open space use including levees, flood walls and other flood control structures. The enclosed excerpt from the Robert T. Stafford Act, as amended, has been reviewed and is understood.

SECTION 4. That a Voluntary Flood Buyout Policy, in the form as attached to this Resolution as “Exhibit A,” is hereby adopted as the Voluntary Flood Buyout Policy for the City of Pacific, Missouri.

SECTION 5. That the City Administrator of the City of Pacific, Missouri, be and is hereby designated as the Project Manager, who shall act as the point-of-contact for the program participants, State officials and contractors.

ADOPTED and APPROVED this 3rd day of March, 2020, by the Board of Aldermen for the City of Pacific, Missouri.

Steve Myers, Mayor

ATTEST:

City Clerk

City of Pacific Missouri Voluntary Buyout Policy

The City of Pacific, Missouri Board of Aldermen hereby adopts the City of Pacific Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application.
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the creek; and
 3. Elevation

Pacific Priority Listing

1. **124 S. Elm**
2. **1423 S. First**
3. **703 S. First**
4. **708 S. Third**
5. **402 S. Second**
6. **316 E. Central**
7. **404 S. First**

Open Space Assurance Statement

1. The City of Pacific, Missouri, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Flood Mitigation Assistance Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with part 80 of this chapter. For major disasters declared before December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of Pacific, Missouri flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be an insurable property under the National Flood Insurance Program (NFIP).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.

6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the **Uniform Relocation Assistance Act (URA)**, unless CDBG funds are used as matching funds. In this instance, URA benefits must be approved by SEMA and FEMA. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.
8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of Pacific, Missouri is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

-
1. All offers to property owners will be based on the current fair market value established by a State of Missouri board certified, licensed appraiser minus any Duplication of Benefits.
 2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
 3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.
 4. If the property owner has an appraisal that was completed within the last twelve (12) months by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
 5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of Pacific, Missouri and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
 6. All property appraisals will be completed with the following special buyout provisions:
 - The current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of Pacific, Missouri as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
 7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the current appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full current fair market value (FMV) compensates the owner for the loss of value that has occurred;
2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;
3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from bona fide businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner
2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the current fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Property currently appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and

3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
 - The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.
 - The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
 - It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City’s grant administrator.
 - Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
 - The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City’s grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
 - The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.

4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural 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 on 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 property owner'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 Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of Pacific, Missouri Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of Pacific, Missouri Board of Aldermen. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

Approved and read by the Board of Aldermen on _____.

Mayor
City of Pacific, Missouri

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY OF PACIFIC, MISSOURI, ADOPTING A VOLUNTARY FLOOD BUYOUT PROGRAM POLICY (HAZARD MITIGATION GRANT PROGRAM) AND IDENTIFYING A PROJECT MANAGER.

WHEREAS, The Robert T Stafford Act, as amended, does include provisions for property acquisition and relocation assistance; and

WHEREAS, The City of Pacific does have areas of need which may be addressed through the Hazard Mitigation Grant Program (HMGP) program.

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

SECTION 1. That the City of Pacific desires to participate with the Federal Emergency Management Agency and the State of Missouri Emergency Management Agency in plans and activities for the improvement of the community under the program.

SECTION 2. That funds approved under the aforementioned program are intended to be used toward acquisition and/or relocation of residential and non-residential properties damaged by past flood events.

SECTION 3. That all properties purchased under this grant must be removed from the parcel of land in question. The land that is acquired through this grant will be owned by the City of Pacific and must be restricted as to future use. The City asserts that an evaluation has been conducted of all potential non-open space needs for this land including use for flood control. The City has determined that there are no such needs identified and therefore, the City is, with full knowledge, willing to commit to the purchase of this land and the placement of a permanent and irrevocable deed restriction that will prohibit future non-open space use including levees, flood walls and other flood control structures. The enclosed excerpt from the Robert T. Stafford Act, as amended, has been reviewed and is understood.

SECTION 4. That a Voluntary Flood Buyout Policy, in the form as attached to this Resolution as “Exhibit A,” is hereby adopted as the Voluntary Flood Buyout Policy for the City of Pacific, Missouri.

SECTION 5. That the City Administrator of the City of Pacific, Missouri, be and is hereby designated as the Project Manager, who shall act as the point-of-contact for the program participants, State officials and contractors.

ADOPTED and APPROVED this 3rd day of March, 2020, by the Board of Aldermen for the City of Pacific, Missouri.

Steve Myers, Mayor

ATTEST:

City Clerk

City of Pacific, Missouri Voluntary Buyout Policy

The City of Pacific, Missouri Board of Aldermen hereby adopts the City of Pacific, Missouri Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application. Properties are prioritized based on the following criteria:
 1. Condition of property
 2. Proximity to properties acquired through previous buyout programs
 3. Proximity to Meramec River
 4. Occupancy status

<u>City of Pacific priority listing</u>			
<u>Priority #</u>	<u>Number</u>	<u>Street</u>	<u>Parcel ID</u>
1	312	E Orleans	19-1-12.0-4-004-154.000
2	302	S Elm	19-1-12.0-4-004-152.000
3	217	E Orleans	19-1-12.0-4-004-142.000
4	804	S First	19-6-13.0-0-099-002.000
5	526	S First	19-1-12.0-4-002-262.000
6	718	S Fourth	19-1-12.0-4-001-302.000
7	220	E Central	19-1-12.0-4-004-132.000
8	225	E Orleans	19-1-12.0-4-004-143.000
9	321	E Orleans	19-1-12.0-4-004-149.000
10	520	S Third	19-1-12.0-4-003-255.000
11	422	S Third	19-1-12.0-4-003-228.000
12	114	E Congress	19-1-12.0-4-003-205.000
13	312	E Central	19-1-12.0-4-004-126.000
14	223	S Columbus	19-1-12.0-4-004-095.000
15	110	E Congress	19-1-12.0-4-003-206.000
16	506	S First	19-1-12.0-4-003-238.000

17	210	S Elm	19-1-12.0-4-004-124.000
18	104	E Orleans	19-1-12.0-4-003-166.000
19	611	S First	19-1-12.0-4-001-269.000
20	412	S Third	19-1-12.0-4-003-227.000
21	705	S First	19-1-12.0-4-001-285.110
22	206	S Columbus	19-1-12.0-4-004-136.000
23	213	E Orleans	19-1-12.0-4-004-140.000
24	322	S Columbus	19-1-12.0-4-004-192.000
25	221	W Congress	19-1-12.0-4-003-183.000
26	405	S Third	19-1-12.0-4-003-221.000
27	413	S Third	19-1-12.0-4-003-222.000

Open Space Assurance Statement

1. The City of Pacific, Missouri through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with part 80 of this chapter. For major disasters declared before December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of Pacific, Missouri flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the **Uniform Relocation**

Assistance Act (URA), unless CDBG funds are used as matching funds. In this instance, URA benefits must be approved by SEMA and FEMA. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.

8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of Pacific, Missouri is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-flood fair market value established by a State of Missouri board certified, licensed appraiser minus any Duplication of Benefits.

2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.
4. If the property owner has an appraisal that was completed within the last twelve (12) months prior to the flooding event date by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of Pacific, Missouri and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
6. All property appraisals will be completed with the following special buyout provisions:
 - The pre-flood appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of Pacific, Missouri as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the pre-flood appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full pre-flood fair market value (FMV) compensates the owner for the loss of value that has occurred;
2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;
3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried a policy, through the **National Flood Insurance Program (NFIP)**, at the time of the event, a payment equal to the amount of premiums for structural coverage paid by the current property owner for up to five years prior to the event. The premiums ***may be*** refunded to the policy holder as part of the Duplication of Benefits calculation. This amount is determined by FEMA/SEMA as part of their research of the Duplication of Benefits calculation. It is also dependent upon the availability of grant funds.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner
2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the pre-flood fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Pre-flood property appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Post-Flood Owner Purchase

If for some reason, the property was acquired after the disaster event, the offer to the current property owner is (1) the documented purchase price plus any verifiable repairs or (2) the current fair market value, **whichever is less**.

Note, the property owner is responsible for providing documentation verifying the purchase price and verifiable repairs, i.e. receipts, etc.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
 - The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.
 - The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
 - It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City’s grant administrator.
 - Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
 - The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City’s grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
 - The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.
4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural 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 on 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 property owner'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 Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of Pacific, Missouri Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of Pacific, Missouri Board of Aldermen. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the Board of Aldermen shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

Approved and read by the Board of Aldermen on _____.

Mayor
City of _____

Project List updated Feb 26 2020

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

37	Mobile Homes occupancy / zoning issues	Pending	Steve / Bryan
38	Televised meetings	Pending other IT work / spring 2020	Steve
39	Rodeo agreement	Committee under consideration	Steve / Kim
40	CIPP / manhole rehabilitation	Televising and cleaning in progress	Robert
41	Personnel manual updates	Pending / MIRMA	Steve
42	Phone system upgrades	Pending / ArchTech	Steve
43	Health personnel policies update	Pending / to be combined with Personnel Manual updates	Steve
44	FMA 18	Nearing closeout	Steve
45	FMA 19	Initial procurements spring 2020	Bryan / Steve
46	CDBG 20 flood buyout grant	MRPC handling; pending	Steve
47	Rte 66 mural	Pending / committee	Bryan / Steve
48	Pool work / 2020 season	Under contract / Westport	Robert / Steve
49	Industrial Drive Phase 2 storm	Meeting with Cochran Feb. 27; report to Board of Aldermen tentative March 17	Steve / Robert
50	Osage Water main relocation	Under contract / CM Archer	Robert
51	Parks master planning	Under contract / Next public forum late March	Steve
52	Storm water master planning	Under contract / kick-off pending	Steve / Bryan
53	2018 ICC code adoption	Target late summer / fall 2020	Bryan
54	DR 4317 closeout (2017 flood)	Nearing closeout	Steve / Robert
55	DR 4250 closeout (2105 flood)	Pending; nearing closeout	Steve / Robert
56	Financial policies adoption	Audit recommendation; pending	Steve / Kim
57	FY 21 Budget development	Department heads requests due end of March	Steve / Kim

ENCROACHMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TO THE EXTENT REQUIRED OR PERMITTED BY LAW, PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER

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

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

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

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

PERMITTOR

PHILLIPS 66 PIPELINE LLC

Signature: _____

Printed Name: _____

Title: _____

PERMITTEE

THE PACIFIC MUNICIPAL ASSISTANCE CORP

Signature: _____

Printed Name: _____

Title: _____

ENCROACHMENT AGREEMENT

STATE OF MISSOURI §
 § KNOW ALL MEN BY THESE PRESENTS:
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WHEREAS, Phillips 66 Pipeline LLC, a Delaware limited liability company, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated the 30^h day of August, 1930 from Bertha Schubert, a widow, covering lands in Franklin County, State of Missouri, said instrument being filed of record in Book 111, Page 399 of the Deed Records of Franklin County, Missouri, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TO THE EXTENT REQUIRED OR PERMITTED BY LAW, PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS

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

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

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

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

PERMITTOR

PHILLIPS 66 PIPELINE LLC

Signature: _____

Printed Name: _____

Title: _____

PERMITTEE

THE PACIFIC MUNICIPAL ASSISTANCE CORP

Signature: _____

Printed Name: _____

Title: _____

City of Pacific Special Events Permit Application

Date 2/25

Permit No: _____

Name of Person or Organization: Mark & Gina Pingleton 314-570-0600

Address: 1516 Butth Ln, Apt E

City: Pacific State: MO Zip: 63069

Description of Event: Wedding

Location or Address of Event: A.D.A.M.'s Garden

Date of Event: 6/13/20 3pm

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

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

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

What City services will be needed for this Event? None

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

Applicant Signature Gina Pingleton Date _____

For office use only

Special Event Type 1 2 3 4 Circle one

Other Departments approval Fire Police EMS Public Works

Exemptions of terms and conditions per Section 401.020 Yes No

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

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

PROJECT: Lisa Lane
Lisa Lane
Pacific, MO

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

VIA CONSTRUCTION MANAGER:

APPLICATION NO: 1
PERIOD TO: 2/29/2020
DISTRIBUTION TO:
OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 131,466.10
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 131,466.10
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 22,105.00
- 5. RETAINAGE:
 - a. 10.00 % of Completed Work \$ 2,210.50
 - b. 0.00 % of Stored Material \$ 0.00
- Total retainage (Line 5a + 5b) \$ 2,210.50
- 6. TOTAL EARNED LESS RETAINAGE \$ 19,894.50
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 19,894.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 111,571.60
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	0.00

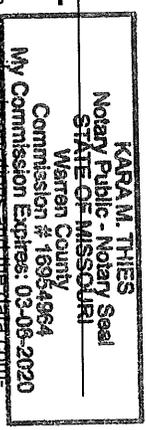
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

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

By: [Signature] Date: 2/27/20

State of: _____
County of: _____
Subscribed and Sworn to before me this 27th Day of Feb 2020

Notary Public: [Signature]
My Commission Expires: 3/6/20



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

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

CONSTRUCTION MANAGER: _____ Date: _____

By: _____ Date: _____
ARCHITECT:

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

AIA Type Document
Application and Certification for Payment

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

PROJECT: Lisa Lane
Lisa Lane
Pacific, MO

APPLICATION NO: 1
PERIOD TO: 2/29/2020

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

ARCHITECT'S PROJECT NO:

DISTRIBUTION TO:
OWNER
CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR

CONTRACT FOR:

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY% TO DATE	COMPLETED AND STORED	%	BALANCE				
1	Mobilization	LS		\$0.00	\$14,000.00	.0000%	\$0.00	50.0000%	\$7,000.00	\$0.00	50.0000%	\$7,000.00	50.00	\$7,000.00				
2	Earthwork	1,000	LSQ	\$15,860.00	\$15,860.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$15,860.00				
3	8in of 3in Minus Base Rock	439,000	CY	\$35.00	\$15,365.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$15,365.00				
4	2in of 1in Minus Base Rock	110,000	CY	\$36.00	\$3,960.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,960.00				
5	3in BP-2 Surface Mix	265,000	TON	\$88.00	\$23,320.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$23,320.00				
6	Concrete Sidewalk -including Agg. Base	2,060,000	SF	\$6.70	\$13,802.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$13,802.00				
7	Curb and Gutter -36in Wide	1,040,000	LF	\$22.50	\$23,400.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$23,400.00				
8	Curb Inlet	2,000	EA	\$2,480.00	\$4,960.00	.0000	\$0.00	2.0000	\$4,960.00	\$0.00	2.0000	\$4,960.00	100.00	\$0.00				
9	Inlet Protection	3,000	EA	\$75.00	\$225.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$225.00				
10	30in HDPE	23,000	LF	\$140.00	\$3,220.00	.0000	\$0.00	23.0000	\$3,220.00	\$0.00	23.0000	\$3,220.00	100.00	\$0.00				
11	30in RCP	36,000	LF	\$120.00	\$4,320.00	.0000	\$0.00	36.0000	\$4,320.00	\$0.00	36.0000	\$4,320.00	100.00	\$0.00				
12	30in Flared End Section	1,000	EA	\$1,095.00	\$1,095.00	.0000	\$0.00	1.0000	\$1,095.00	\$0.00	1.0000	\$1,095.00	100.00	\$0.00				
13	Rip Rap	22,000	SY	\$60.00	\$1,320.00	.0000	\$0.00	22.0000	\$1,320.00	\$0.00	22.0000	\$1,320.00	100.00	\$0.00				
14	Silt Fence	978,000	LF	\$0.95	\$929.10	.0000	\$0.00	200.0000	\$190.00	\$0.00	200.0000	\$190.00	20.45	\$739.10				
15	Finish Grading Seed and Straw	.520	AC	\$3,250.00	\$1,690.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,690.00				
16	Material Testing -Allowance	1,000	LSQ	\$4,000.00	\$4,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$4,000.00				
REPORT TOTALS													\$131,466.10	\$22,105.00	\$0.00	\$22,105.00	\$0.00	\$109,361.10

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

PROJECT: Hwy OO Water Line
Hwy OO
Pacific, MO

APPLICATION NO: 2
PERIOD TO: 2/29/2020

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Highway OO Water Line

CONTRACT DATE: 11/15/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 172,443.00
 2. Net Change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 172,443.00
 4. TOTAL COMPLETED AND STORED TO DATE \$ 163,820.85
 5. RETAINAGE:
 - a. 0.00 % of Completed Work \$ 0.00
 - b. 0.00 % of Stored Material \$ 0.00
- Total retainage (Line 5a + 5b) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 163,820.85
(Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 98,292.51
(Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$ 65,528.34
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 8,622.15
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

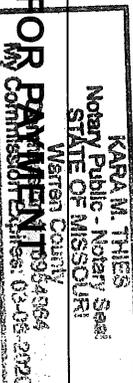
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

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

By: Bryan Flebr / Project Manager
State of: MO
County of: Franklin
Date: 2/27/20

Subscribed and Sworn to before me this 27 Day of Feb 20 20

Notary Public: Phan Q M Dinh
My Commission Expires: 2/16/20



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

AMOUNT CERTIFIED: \$

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

ARCHITECT: _____ Date: _____
By: _____

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

AIA Type Document
Application and Certification for Payment

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

PROJECT: Hwy OO Water Line
Hwy OO
Pacific, MO

APPLICATION NO: 2
PERIOD TO: 2/29/2020

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Highway OO Water Line

CONTRACT DATE: 11/15/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Construction of water main, from booster pump station to 1st St & Hwy OO & Hoven	172,443.00	103,465.80	60,355.05	0.00	163,820.85	95.00	8,622.15	0.00
REPORT TOTALS		\$172,443.00	\$103,465.80	\$60,355.05	\$0.00	\$163,820.85	95.00	\$8,622.15	\$0.00

February 27, 2020* RECORD OF PROCEEDINGS

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

MEETING

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

Present:

Jennifer Blakely
Ann Trent

Dave Roemer

Other City officials present: Administrator Roth, Alderman Adams, City Clerk Barfield.

Minutes

a. Minutes from January 14, 2020

Motion made by Director Roemer, seconded by Director Trent to approve the minutes from January 14, 2020. A voice vote was taken with an affirmative result, and the motion was carried.

Old Business

a. Update on BigFoot

Administrator Roth stated the City opened bids on the BigFoot Plaza Project. The project was advertised and mailed out to potential bidders. There was one bidder and that bid came in at \$ 149,685.00. He thought some individual items may be able to be amended to obtain a better price, for example the benches are expensive. This is a very reputable contractor. Committee members discussed the project and reviewed the bid. Administrator Roth stated if the Committee authorized the bid and decided to amend something such as a different type of bench a change order would be approved after the job begins. He continued that the bid also called out for colored concrete but didn't give a specific color. The contractor stated he bid it high but the cost of it would depend on the color. Alderman Adams stated he thought this was a good bid and the numbers were in line to what he was expecting. **Motion made by Director Trent, seconded by Director Roemer to approve the bid from KJ Unnerstall in the amount of \$ 149,685 and give Administrator Roth the authority to negotiate. A voice vote was taken with an affirmative result.**

Director Roemer stated he needed a point of clarity. He assumed the City was partnering on the cost of this. Administrator Roth stated the City has not budgeted any general fund money towards this. Committee members discussed their current balance along with the digital sign that has not been ordered yet in the amount of \$ 78,000, along with Red Cedar obligations. Administrator Roth stated generally he would recommend paying cash, but that would be spending down the balance quite a bit. He suggested using the City's contingency fund for the digital sign and then budgeting a dollar amount every month to repay it. Alderman Adams stated he would support that idea, maybe with a 2-3 year repayment plan. Administrator Roth stated the

current budget needs to be amended to include these projects, and the new budget planning is also beginning. He continued at the next Board meeting he will include this project on the agenda and then bring back the full funding part for the next sign at a different board meeting.

Next Meeting

The next meeting is March 10, 2020. That meeting will include amending current budget and preparing for the new budget.

Adjournment

Motion was made by Director Roemer, seconded by Director Trent to adjourn. A voice vote was taken with an affirmative result and the motion was approved. The meeting adjourned at 4:16 p.m.