

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Wednesday, August 12, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

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

**TUESDAY, AUGUST 18, 2020
7:00 P.M.**

**THIS MEETING WILL BE HELD VIA ZOOM TELECONFERENCING.
THE PUBLIC MAY VIEW THE MEETING AT THE FOLLOWING LINK:
<https://us02web.zoom.us/j/83530070997>**

**THE MEETING WILL ALSO BE BROADCAST VIA FACEBOOK LIVE AT THE FOLLOWING:
<https://www.facebook.com/cityofpacificmunicipalgovernment>**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Prayer
5. Approve Agenda
6. Approve the Minutes from the Regular Meeting on August 4, 2020
7. Public Participation
8. Public Hearing
 - a. A Public Hearing of the Board of Aldermen to hear comments from the citizens on the property tax rate to be set by the City of Pacific. The tax rate shall be set subject to change, based on the State Auditor's approval, to produce revenues which the budget for the fiscal year beginning July 1, 2020 shows to be required from the property tax. The tax rate is determined by dividing the amount of revenue by the current assessed valuation. The result is multiplied by 100 as the tax rate will be expressed in centers per \$ 100 valuation.
 - b. A Public Hearing of the Board of Aldermen to hear comments on a verified petition for Voluntary Annexation for the parcels of land located on or about property commonly known as St. Louis Skeet and Trap Club, 18854 Franklin Road, Pacific, MO. Full description of land is in the Notice.

9. Mayor Report

10. New Bills

- a. Bill No. 5035 An Ordinance fixing the Tax Rate for the City of Pacific, Counties of Franklin and St. Louis, State of Missouri, for the Year 2020 and establishing the effective date thereof. *(1st reading)*
- b. Bill No. 5036 An Ordinance revising the required qualifications for City Marshal. *(1st reading) (Sponsor: Nemeth)*
- c. Bill No. 5037 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Estate property at 506 South First Street (Franklin County Parcel ID 19-1-12.0-4-003-238-000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. *(1st reading)*
- d. Bill No. 5038 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 321 East Orleans Street (Franklin County Parcel ID 19-1-12.0-4-004-149.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. *(1st reading)*
- e. Bill No. 5039 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain Real Property at 422 South Third Street (Franklin County Parcel ID 19-1-12.0-4-003-228.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. *(1st reading)*
- f. Bill No. 5040 An Ordinance amending the Fiscal Year 2020-21 Wage and Salary Schedule for appointed officials and employees of the City of Pacific. *(1st reading)*
- g. Bill No. 5041 An Ordinance approving a petition for voluntary annexation filed by St. Louis Skeet & Trap Club regarding certain property contiguous and compact to the City of Pacific, Missouri and generally located at 18854 Franklin Road; annexing said property to the City; authorizing other actions in connection with such annexation, and repealing conflicting ordinances. *(1st reading)*

11. Consideration of Bills Previously Introduced

- a. Bill No. 5029 An Ordinance revising the exceptions to excessive growth of weeds and vegetation. *(2nd reading) (tabled 8-4-20) (Sponsor: Adams)*
- b. Bill No. 5030 An Ordinance amending certain sections of Article XI of Chapter 500 pertaining to Abatement of Dangerous Buildings *(2nd reading) (tabled 8-4-20) (Sponsor: Adams)*
- c. Bill No. 5032 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real property at 526 S. First Street (Franklin County Parcel ID 19-1-12.0-4-002-262.000) in the City in furtherance of the City's Voluntary Flood Buyout Program;

authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading) (Sponsor: Rahn)

- d. Bill No. 5033 An Ordinance providing for a 25 M.P.H Speed Limit on a portion of Lisa Lane. (2nd reading) (Sponsor: Adams)
- e. Bill No. 5034 An Ordinance establishing a new Stop Sign on Lisa Lane. (2nd reading) (Sponsor: Nemeth)
- f. Bill No. 5035 An Ordinance fixing the Tax Rate for the City of Pacific, Counties of Franklin and St. Louis, State of Missouri, for the Year 2020 and establishing the effective date thereof. (2nd reading)

12. New Business

- a. Resolution No. 2020-39 A Resolution amending the City of Pacific Fiscal Year 2021 Budget to Provide for certain funding.
- b. Resolution No. 2020-40 A Resolution accepting the ownership and maintenance of Public Road and Street Improvements constructed by the Developer of Bend Ridge Estates Subdivision.
- c. Resolution No. 2020-41 A Resolution to authorize an application for funding through the Federal Transportation Alternatives Program (TAP) administered by the East-West Gateway Council of Governments.
- d. Resolution No. 2020-42 A Resolution authorizing and directing the preparation and submittal of an Application for funding through the Municipal Park Grant Commission of St. Louis County for Acquisition of property located at 1043 E. Osage Street.
- e. Resolution No. 2020-43 A Resolution to authorize the Transfer of Funds from the City's General Fund to the FEMA Flood Buyout Fund to pay certain expenses related to the City of Pacific Voluntary Flood Buyout Program.

13. City Administrator Report

- a. Police ammunition purchase
- b. Budget report
 - i. FY 20 recap
 - ii. FY 21 update

14. Director of Community Development Report

15. Public Works Commissioner Report

16. City Attorney Report

17. Acting Police Chief report

18. Miscellaneous

- a. Approve the list of bills.
- b. Approve Pay Application # 1 for Hogan Stormwater in the amount of \$ 88,383.15.
- c. Approve Pay Application #2 for the Osage Street Water Main replacement in the amount of \$ 24,323.32
- d. Approve Temporary Liquor License applications, Pacific Eagles #3842, October 2-3 Iron Horse Rodeo

20. Reports of City officials

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

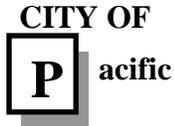
21. Executive Session RSMO 610.021 (1)(3)

Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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

22. Adjourn

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



August 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 Mayor Myers. The meeting was held via Zoom Teleconferencing: The Public was able to via <https://us02web.zoom.us/j/89628736350> and was on Facebook live at <https://www.facebook.com/cityofpacificmunicipalgovernment>.

A roll call was taken with the following results:

Present at Roll Call:

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

A quorum was present and seen and heard through zoom.

Also present:

Administrator Roth
Attorney Jones
Captain Locke called in
PW Commissioner Brueggemann
City Clerk Barfield

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Pastor Gardner offered prayer this evening.

Approve Agenda

Motion made by Alderman Nemeth, seconded by Alderman Adams to table Bill No. 5029 & Bill No. 5030 for the second reading because Director Kopp was unavailable to answer any questions. A voice vote was taken with an affirmative result.

Minutes

A. Regular meeting on July 21, 2020.

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

Public Participation

Mayor Myers asked if anyone contacted Administrator Roth or City Clerk Barfield to speak this evening. They both stated that no one has contacted them.

Mayor's Report

a. Bill to amend the City Marshal qualifications (discussion only)

Alderman Adams stated he would like to go back to the sections that were not discussed at the last meeting. Alderman Nemeth stated we left off with Item C which is now B. The 10 items on the list are now down to 4. Attorney Jones provided Eureka's and St. Clair's Ordinance for review. He stated there was no special qualifications on theirs. Alderman Nemeth was not sure he agreed with having the special qualifications on ours, he suggested this be left up to the voters. Captain Locke stated a lot of cities do not have a need to review this legislation until there is a need. There was discussion on the requirement of "driver's license" Administrator Roth stated both Public Works and Police must have a driver license to be an employee, and there are no job descriptions that explains the job duties. Attorney Jones stated to remove an elected Marshall it will take the same process as a Mayor or Alderman. It requires an impeachment, there are no qualifications. If there is no specific qualification in this ordinance, then it could become a problem. He suggested leaving items 2 & 3 in the ordinance. Items 1 & 4 are additional. Alderman Johnson asked if any of the candidates the Mayor has interviewed had these qualifications. Mayor Myers stated "no" and he is not recommending anyone, this is for the qualifications of an elected candidate. Attorney Jones stated the City Clerk does not look behind any signed statement at the time of filing. If it was found out later then the removal process could begin. Alderman Adams stated, any appointment must be approved by the Board, if any Mayor brings a name and the Board did not think they met the current qualifications, then the Board has the right to not approve the candidate. He reminded everyone that a few years ago, we had this problem with an Assistance Chief of Police and his license was held by the State until he went to court. Alderman Frick thought if it was not going to be a requirement then it should be taken out. Captain Locke stated the Chief's position is not just Administrative. There are plenty of times the Chief would need to drive to a meeting or patrol the street. There was further discussion on if there was a disability involved and the candidate could not possess a license. Alderman Adams stated the Chief is responsible for his department. He can assign his Assistance or other employees to do anything he wants. **Motion made by Alderman Adams, seconded by Alderman Frick to strike item # 2 for the license.** Alderman Nemeth asked if he would add to his motion to strike items 1-4 and leave it all up to the voters to decide. Alderman Rahn disagreed with that addition to the motion. Alderman Adams suggested we do it line by line. A voice vote was taken with the following results: **Ayes: Alderman Adams, Alderman Nemeth, Alderman Frick. Nays: Alderman Stotler, Alderman Rahn, Alderman Johnson. The result was a tie 3-3. Mayor Myers stated he would break the tie with a "no" vote, so item # 2 will be left in.** Attorney Jones stated Line # 1 came from a sample ordinance. Captain Locke stated normally a person has their POST then becomes an officer. Mayor Myers stated more and more municipalities are requiring training and more experience. Alderman Frick thought we would be doing a dis-service not to ask for less. Alderman Nemeth stated

that again, we have no ability to validate any of the training. Attorney Jones agreed stating this responsibility is not placed on the Election Authority, which is the City Clerk. City Clerk Barfield stated if someone wanted to challenge it, they would contact the Ethics Commission. Mayor Myers stated our City Clerk is well trained and is receiving another award for Certified Municipal Official, which he is accepting on her behalf at the MML Conference this fall.

Motion made by Alderman Nemeth, seconded by Alderman Rahn to leave # 1. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Motion made by Alderman Nemeth, seconded by Alderman Stotler to leave # 3. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Motion made by alderman Nemeth, seconded by Alderman Rahn to leave # 4. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Mayor Myers asked if the final draft should come to the Board for the first reading at the next meeting.

Alderman Adams stated we did not discuss Section C at the last meetings items 5-10. City Clerk Barfield stated items 5, 8, 9 and 10 still needed to be discussed. Board members took no other action.

Motion made by Alderman Adams, seconded by Alderman Stotler to have the first reading at the August 18th meeting. A voice vote was taken with an affirmative result. Alderman Nemeth stated he would sponsor the Bill.

b. Appointment of Chief

Mayor Myers stated the appointment of a Chief has been put on his lap. He took this very seriously and has looked at the statute. The statute does not provide for a period when this must be done. He has decided that Captain Locke and his department are doing well enough. They have been challenged with several things and done remarkably well. He does not feel at this time he should make an appointment. The voters want an elected chief, so he is not going to make an appointment. Captain Locke will continue until the April election. The candidates must meet the qualifications to run for office as discussed. Alderman Rahn thought this was a good decision, Alderman Johnson thanked him. Alderman Adams stated to be clear, the qualifications we set out are to be met “before taking office” is that right. Alderman Nemeth stated that was correct.

New Bills

Alderman Rahn stated he would sponsor Bill No. 5032.

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

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5032 by title only for the first reading.

Alderman Adams stated he would sponsor Bill No. 5033.

Bill No. 5033 An Ordinance providing for the 25 M.P.H Speed Limit on a portion of Lisa Lane.

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5033 by title only for the first reading.

Alderman Nemeth stated he would sponsor Bill No. 5034.

Bill No. 5034 An Ordinance establishing a new Stop Sign on Lisa Lane (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5034 by title only for the first reading.

Consideration of Bills Previously Introduced

a. Bill No. 5023 An Ordinance authorizing acceptance of the Conveyance and Transfer of certain real property at 312 E. Orleans Street (Franklin County Parcel 19-1-12.0-4-004-154.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

Mayor Myers read Bill No. 5023 for the second reading by title. He stated this is the last house on the north next to Liberty Field. Motion made by Alderman Rahn, seconded by Alderman Stotler to approve Bill No. 5023. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none. Whereupon Mayor Myers declared the motion carried and **Bill No. 5023 becomes Ordinance No. 3207.**

b. Bill No. 5024 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 114 E. Congress Street (Franklin County Parcel ID 19-1-12.0-4-003-205.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5024 by title only for the second reading. This is the small white house by the recycling center. Mayor Myers asked for any discussion. Motion made by Alderman Rahn, seconded by Alderman Adams to approve Bill No. 5024. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon Mayor Myers declared **Bill No. 5024 becomes Ordinance No. 3208.**

c. Bill No. 5025 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 804 S. First St (Franklin County Parcel ID 19-6-13.0-0-099-002.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5025 by title only for the second reading. This house is at the southern entrance to Liberty Field. Mayor Myers asked for any discussion. Motion made by Alderman Stotler, seconded by Alderman Rahn to approve Bill No. 5025. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman

Stotler, Alderman Nemeth, Alderman Adams. Nays: none. Whereupon Mayor Myers declared **Bill No. 5025 becomes Ordinance No. 3209.**

d. Bill No. 5026 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 220 E. Central (Franklin County Parcel ID 19-1-12.0-4-004-132.000) in the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5026 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Rahn, seconded by Alderman Stotler to approve Bill No. 5026. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: none. Whereupon Mayor Myers declared **Bill No. 5026 becomes Ordinance No. 3210.**

e. Bill No. 5027 An Ordinance authorizing acceptance of the Conveyance of Transfer of Certain Real Property at 302 South Elm Street (Franklin County Parcel ID 19-1-12.0-4-004-152.000) to the City in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5027 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Nemeth, seconded by Alderman Adams to approve Bill No. 5027. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler. Nays: none. Whereupon Mayor Myers declared **Bill No. 5027 becomes Ordinance No. 3211.**

f. Bill No. 5028 An Ordinance authorizing acceptance of the Conveyance and Transfer of Certain Real Property at 718 South Fourth Street (Franklin County Parcel ID 19-12.0-4-001-302.000) in the city in furtherance of the City's Voluntary Flood Buyout Program; authorizing the execution and recordation of certain documents in connection therewith; and authorizing further action in furtherance thereof. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5028 by title only for the second reading. This is past the Lumber Yard on the left if your heading south. Mayor Myers asked for any discussion. Motion made by Alderman Rahn, seconded by Alderman Frick to approve Bill No. 5028. A roll call vote was taken with the following results: Ayes: Alderman Adams, Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: none. Whereupon Mayor Myers declared **Bill No. 5028 becomes Ordinance No. 3212.**

g and h - Bill No. 5029 and Bill No. 5030 are tabled to the next regular meeting.

i. Bill No. 5031 An Ordinance providing for a Fifteen Minute Parking Space at 110 N. Columbus Street (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 5031 by title only for the second reading. Mayor Myers asked for any discussion. Motion made by Alderman Johnson, seconded by Alderman Stotler to approve Bill No. 5031. A roll call vote was taken with the following results: Ayes: Alderman Rahn, Alderman Frick, Alderman Johnson, Alderman Stotler, Alderman Adams. Nays: Alderman Nemeth. Whereupon Mayor Myers **declared Bill No. 5031 passed 5-1 and becomes Ordinance No.**

3215.

City Administrator Report

a. Alley maintenance proposal

Administrator Roth stated he received a proposal from NB West for work on the alleys. The proposal submitted is generated from Ed Gass and proposes 977 square yards for \$ 4,900. His proposal is that the City split the cost with him and his neighbor to pave the alley by their homes. The quantity seems fair, but we have not gone out for quotes on this. The City does maintain alleys, but we have not resurfaced any since 2016. There is no budget specifically for this. The question to the Board is how they want to handle this. Alderman Adams thought if we allow this it opens it up for the rest of the citizens. If there is no policy or no intention to have one, then we should not allow them to take part in contributing to it. Alderman Nemeth and Alderman Johnson agreed. Administrator Roth stated there is no alley plan, and we need to put one together to look at on an annual basis. Alderman Adams suggested the Public Works Commissioner and City Administrator put together a plan to bring back to the Board for funding in the next agenda. **Motion made by Alderman Johnson, seconded by Alderman Adams for Public Works Commissioner Brueggemann and Administrator Roth to evaluate the alleys and put together a plan for the next budget. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Alderman Adams thought we should still discuss Ed Gass's request, and either accept it or deny it. **Motion made by Alderman Adams, seconded by Alderman Johnson to deny the request, and give the explanation that the City is putting together a plan to address alleys. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

b. Budget report

Administrative Roth stated the numbers he has for the fiscal year end June 30th are preliminary. The numbers look pretty good, and we have good fund balances. There were some line items we went over in such as health insurance, building maintenance at City Hall, and IT. The two Capital Improvement Projects are Hogan Stormwater and Preventative Maintenance Plan and they are a big part of the budget. There is no room after these projects, we need to build funds.

Public Works Commissioner Report

Public Works Commissioner Brueggemann stated the water in Hogan Subdivision will be off tomorrow to move the water mains. The Osage water main is disinfecting now also. Alderman Nemeth asked about getting rid of the cones and piles of gravel along Osage. PW Commissioner Brueggemann stated Gershenson is waiting for the water services to get done and then coming back to finish the sidewalk.

City Attorney Report

No report

Police Department

No report.

Miscellaneous

Reports of City officials

Alderman Nemeth – No report

Alderman Adams – No report

Alderman Rahn – asked about getting the weeds cut past 21 Century between the road and the railroad tracks. Mayor Myers stated this is owned by the Railroad and we are always trying to get them to maintain. PW Commissioner Brueggemann stated he has e-mailed his contact and has not received any responses. Alderman Rahn also thought the puddles of water across from the mine needed to be smoothed out. Mayor Myers thought this was US Silicas' responsibility to maintain. Alderman Rahn thought the sign on the east end of town needed cleaned up and the weeds cut. He continued the weeds are 3' tall in front of NB West also.

Alderman Frick – stated he attended the Park Board meeting last night. The donated benches are at various parks. They also discussed the lounge chairs for the pool and approved purchasing 6 of them at \$ 120 each. Alderman Nemeth stated we only have about 6 weeks left of pool season and thought we needed an evaluation of what else was really needed for the next season. Mayor Myers reminded the Board that the lounge chairs along with the occupancy load request to be increased were from recommendations from the lifeguards. When he brought this to the attention of the Board of Aldermen, they sent it to the Park Board Committee. Alderman Adams agreed with Alderman Nemeth that we needed to see what else we needed at the pool. **Motion made by Alderman Adams, seconded by Alderman Johnson to approve additional funding if available for the purchase of 6 lounge chairs. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

Alderman Frick stated they also discussed the Pacific Soccer Association and they have requested to use two fields during the day when the rodeo is here. Discussion followed. Alderman Nemeth stated they played last year on Saturday and the rodeo was that night and he did not remember any issues. Alderman Nemeth stated the Park Board did not think it was an issue but wanted to make sure. Alderman Johnson agreed.

Alderman Frick stated the Park Board voted last night to forgo the fees for the Pacific Soccer Association for this year. He thought we needed to decide how this works, this is a shorter season and the Association has done some improvements. They referenced an agreement they had with the City. Alderman Adams stated the fee is set for everyone and are not specific to any organization. Attorney Jones stated they are receiving a 50% discount because they are a local organization, according to the Code. Alderman Nemeth asked if the Park Board has the authority to waive fees. Alderman Adams stated they can make a recommendation but cannot say there is no fee. Alderman Nemeth agreed. Attorney Jones agreed that this would be a recommendation from the Park Board, they did not have the authority to waive fees, only the Board of Aldermen, which is by Statute. Alderman Adams agreed and did not think the Board of Aldermen should ever give up that right. Mayor Myers thought the Park Board should be able to waive fees and set a budget without the City micro-managing it. Alderman Adams stated we are a Fourth-Class City and the Statute gives us our authority based on that qualification. Attorney Jones agreed. Alderman Adams agreed and stated a Property Assessment Tax is for the Park Board. Mayor Myers asked Attorney Jones to research more options on the Property Assessment Tax. Alderman Frick stated he thought it was unclear what the Park Board can and cannot do. Mayor Myers asked Attorney Jones to put together a report of the powers of the Park Board. Administrator Roth stated whatever additional powers are granted by the Board they are put in an ordinance form. Alderman Adams stated the rules are to protect the taxpayers and part of the checks and balances.

Alderman Johnson – No report

Alderman Stotler – No report

Adjournment

There being no further business, motion by Alderman Nemeth, seconded by Alderman Johnson to adjourn. A voice vote was taken with an affirmative result. The meeting adjourned at 9:20 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

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

August 13, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 8-18-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the August 18 meeting.

1. Public Hearing 2020 Tax Rate. This hearing is required prior to the setting the City's tax rate for calendar year 2020. The proposed tax rate is exactly the same as last year: 42.76 cents per \$100 assessed valuation. This is the City's tax rate ceiling as calculated using the most recent available assessed valuation figures. As the hearing notice states, the final rate is subject to change based on review by the State Auditor's office. If the rate does change typically the change is less than one cent, and usually less than that. The City's total Assessed Valuation is \$138,793,794, which is the highest yet. The below table shows AV history since 2106. We have seen gains pretty much across the board, but notably in St. Louis County.

Assessed Valuation Franklin County

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Real Estate	\$89,650,279	\$93,690,906	\$94,371,886	\$102,378,198	\$102,293,233
Personal Property	\$23,330,440	\$25,463,141	\$26,839,003	\$26,675,347	\$29,834,988
Total Franklin Co	\$112,980,719	\$119,154,047	\$121,210,889	\$129,053,545	\$132,128,221

St Louis County

Real Estate	\$2,149,407	\$2,426,188	\$2,456,691	\$5,045,594	\$5,817,803
Personal Property	\$381,877	\$952,759	\$2,244,672	\$475,802	\$376,273
Total StL County	\$2,531,284	\$3,378,947	\$4,701,363	\$5,521,396	\$6,194,076

Total Real Estate	\$91,799,686	\$96,117,094	\$96,828,577	\$107,423,792	\$108,111,036
Total Personal Property	\$23,712,317	\$26,415,900	\$29,083,675	\$27,151,149	\$30,211,261
Grand Total AV	\$115,523,202	\$122,547,862	\$125,933,032	\$134,599,346	\$138,322,297

As stated in the hearing notice, the proposed tax rate would generate \$593,482 in real and personal property taxes. We have a budget amendment later in the meeting to reflect this.

One last note: At \$.4276 per \$100 assessed valuation, our tax rate is at or near the lowest rate in Franklin County. The below table provides 2018 rates, the last year that Franklin County has rates available.

Property tax rate comparisons, 2018

Franklin County

City	Tax rate, Gen Rev	Tax Rates, Parks & Rec	Total Rate
Gerald	\$ 0.7182	\$ 0.2320	\$ 0.9502
Pacific	\$ 0.4420	\$ -	\$ 0.4420
Washington*	\$ 0.6045	\$ 0.1000	\$ 0.7045
Sullivan	\$ 0.4308	\$ -	\$ 0.4308
New Haven	\$ 0.6975	\$ 0.1800	\$ 0.8775
St. Clair	\$ 0.5491	\$ 0.1714	\$ 0.7205
Union	\$ 0.5825	\$ 0.1403	\$ 0.7228

* Washington's 10-cent levy is for Washington Library; no Park property tax levy

2. Public Hearing, Voluntary Annexation St. Louis Skeet and Trap Club. The St. Louis Skeet & Trap Club has petitioned for voluntary annexation. A copy of the hearing notice is in the Board packet. The property is located at 18854 Franklin Road, south of Route 66 and west of Dozier Crossing. The property is approximately 61 acres and is contiguous to the Vitale Farms property annexed earlier this year. The Skeet & Trap Club use is permitted currently through St. Louis County zoning and that use would be grandfathered or otherwise transferred upon annexation by the City. It should be noted that the City does not have water and sewer service on the south side of Route 66 currently. Under a voluntary annexation, the City has no obligation to deliver these services in a specified time frame, though at the same time I do recommend that we begin planning for future extensions if this annexation is approved.

3. Bill to Fix Tax Rate 2020. This bill fixes the tax rate for 2020 as discussed earlier. The bill essentially sets the tax rate at the tax rate ceiling, as reviewed and approved by the State Auditor's office. The ceiling currently calculates at .4276, the exact same rate as 2019. We do need a second reading of this bill in order to certify the tax rate by the Sept. 1 deadline. The City Clerk can provide more information on that topic at the meeting if desired.

4. Bill to Revise Qualifications for City Marshal. This bill revises the qualifications to be a candidate for City Marshal as discussed at previous meetings.

5. Bill to Acquire properties, 506 S. First, 321 E. Orleans and 422 S. Third. These bills authorize the acquisition of the properties as above noted. The 506 S. First property previously was used for residential but has been vacant for some time. The 422 S. Third property was damaged in a fire and has been vacant for several years. The 321 E. Orleans property is currently occupied by the Allenton Foundation, a not-for-profit organization. They have indicated a desire to relocate to another location in the City if this acquisition is approved. The purchase offers for each property are the exact offers as authorized by the state and based on appraised value and / or market value according to Voluntary Flood Buyout program policy rules.

6. Bill to Amend Wage and Salary ordinance FY 21. This bill amends the existing FY 21 wage and salary ordinance to provide for a longevity increase (\$300 annually, or 14 cents per hour) for the City Clerk, who has 20 years' service with the City as of August 21. The bill also requests Board authority to raise the rate of pay for the Dispatch Supervisor position to \$24.50 hourly. We would recommend a first reading of this bill at this meeting, with any discussion of personnel issues related to this request reserved for closed session later in the meeting.

7. Bill to Accept Annexation, St. Louis Skeet and Trap Club. This bill accepts the voluntary annexation of this property as discussed earlier. It is scheduled for a first reading here.

8. Bill to Amend Weed ordinance. This bill was given a first reading July 21 and was tabled August 4. I have not heard any public comment on the bill since the first reading. It provides an exclusion for tracts of 3 acres or greater in our high weeds and vegetation ordinance. The exclusion is not specific to any zoning district and in essence allows for growth of high grass and weeds on parcels 3 acres or larger, subject to certain restrictions.

9. Bill to Amend Dangerous Buildings ordinance. This bill was also given a first reading July 21 and was tabled August 4. The City Attorney drafted this bill following a review of it the dangerous buildings ordinance relative to a certain code enforcement situation. The amendments deal with the notice provisions of the ordinance. Mr. Jones can speak to this in more detail at the meeting if desired.

10. Bill to acquire property, 526 S First. This bill authorizes the City to proceed with the acquisition of this property in the Voluntary Flood Buyout program. The property is located north of the Water Well #1 property.

11. Bills to set speed limit and provide for stop signs on Lisa Lane. These bills were first read August 4 and are scheduled for a second reading here. I have not heard any public comment on these bills since the initial reading. The Acting Police Chief may be able to provide information relating to traffic patterns / behavior on the new section of street.

12. Resolution 2020-39 Amending FY 21 budget. This Resolution amends the FY 21 budget to reflect an increase in property tax revenues based on actual assessed valuation figures as recently released by Franklin and St. Louis counties. The amendments also better reflect actual receipts for the FY 20 budget. As the Board will recall, we cut our revenue forecasts in the FY 21 budget due to concerns about the impact of the Covid-19 pandemic. Those concerns of course continue, but the new AV numbers and last year’s actual receipts provide sound footing to amend the budgets as shown. In FY 20 we had actual receipts of just over \$560K in the categories listed; we are projecting a slight \$9K increase over those figures this year, about 1.6 percent.

Budget Amendment #1, FY 2021

**(11) GENERAL FUND
REVENUES**

	<u>Actual 2020</u>	<u>Adopted Budget FY 21</u>	<u>Adopted and Amended Budget 2021</u>
Category: (01) Taxes			
901-00 Real Property taxes current	\$382,581.96	\$370,000.00	\$395,000.00
902-00 Real Property taxes delinquent	\$40,053.77	\$15,000.00	\$40,000.00
903-00 Personal Property taxes current	\$104,822.68	\$93,000.00	\$105,000.00
904-00 Personal property taxes delinquent	\$26,646.12	\$20,000.00	\$25,000.00
905-00 Penalties and interest	\$5,979.65	\$3,000.00	\$4,000.00
Total Taxes	\$560,084.18	\$501,000.00	\$569,000.00

13. Resolution Accepting Bend Ridge Estates streets. This Resolution accepts the streets in Bend Ridge Estates for public maintenance. The Public Works Commissioner has been working with the developer on certain punch list items to be addressed prior to City acceptance, and can speak to this issue in more detail at the meeting if desired. The developer to my understanding has constructed the streets to City specifications and has provided all required testing data to the City's satisfaction. We are considering implementing a construction deposit as part of the building permit process to protect against damage to City streets during construction at the development. The Community Development Director can speak to this issue in more detail at the meeting if desired.

14. Resolution Authorizing W. Osage Sidewalks Tap application. This Resolution authorizes a grant for federal Transportation Alternatives Program (TAP) funding to construct remaining pieces of sidewalk on Osage Street from Viaduct west to Noonan Plaza. All sidewalk sections would be on the north side of the roadway, and essentially would connect the Viaduct / Osage street sidewalk to a point 700 ft west across from Western; and then construct sidewalks from the Osage / Lamar intersection west to Noonan Plaza, a distance of 1,300 linear feet. Curb and gutter and storm water improvements are also included, along with pedestrian signals and crosswalks. The total federal funding request is \$215,706, with the City paying matching funds and engineering costs in the amount of \$125,783. The source of the City funds would be CID funding, both W. Osage and E. Osage. I can discuss the project budget in more detail at the meeting if desired. If the grant is awarded, we would anticipate hiring the engineering soon after award and try to set the project up for late 2021 construction. I can also discuss schedules in more detail if desired. The City applied for a similar project in 2017 but was denied. We feel it is a worthy project and at the relatively small federal amount requested we should have a fair chance of getting funded.

15. Resolution Authorizing Municipal Park Grant application 1043 E. Osage. This Resolution authorizes a grant application for funds to the purchase the "Winchester building" located at 1043 E. Osage. The grant deadline is August 28. The building would be proposed for Parks / Museum / Welcome Center uses. The Resolution as drafted seeks \$330,000 to acquire the property, and commits City funding up to \$10,000 for "soft costs" associated with the acquisition. We had previously been looking into a different project for this grant application (Pacific – Eureka Trail connection Phase 1) but that project and grant application was not feasible at this time. The Mayor has discussed the 1043 E. Osage acquisition project with Municipal Park Grant Commission staff and has been advised the project is eligible for funding

16. Resolution Authorizing Funds Transfers Voluntary Flood buyouts. This Resolution authorizes fund transfers from General Fund to the FEMA flood buyout funds to pay for certain costs associated with the Voluntary Flood Buyout program. The expenditures are subject to reimbursement so the transfers proposed here would be reimbursed at a later date. Once we get into actual property acquisition, we will use a similar process, but with Contingency Funds. We may have a Resolution to that effect at the Sept. 1 meeting.

17. Police ammunition purchase. The Police Department is requesting budget for purchase of nearly \$7,000 in ammunition for firearms training purposes. My spending authority is capped at \$5,000, and the adopted budget only provides for \$4,000 in ammunition expenditures, so this item is subject to Board review and approval. Sgt. James Klingler has written the Board a memo requesting the funds, and provided other information. Capt. Locke and / or Sgt. Klingler can provide more information to the Board at the meeting. I have reviewed the request and recommend approval.

18. Budget reports, FY 20 and 21. I want to provide a recap of the FY 20 fiscal year, as well as some discussion of the current FY 21 budget situation.

FY 20 reserves and balances. We ended the fiscal year June 30 in generally strong position, despite the uncertain economic climate currently. Total ending balances were \$6.3 million as of June 30, compared to \$7.0 million the prior year. Most all of that decrease is attributable to Sewer, where ending balances were down about \$750,000 due to various capital projects. The General Fund cash balance as of June 30 was down compared to years' past, and while not unexpected it does remain an area of concern. Balances in other funds were generally in line with expectations. As I have noted in past discussions, the primary impact of the current downturn is our ability to fund capital projects, particularly in Transportation. We also may encounter some cashflow issues in General Fund, though we hopefully will get past that in the next couple months.

RESERVES AND BALANCES

<u>Fund</u>	<u>June 30 2017</u>	<u>June 30 2018</u>	<u>June 30 2019</u>	<u>June 30 2020</u>
General Fund Cash	\$350,795	\$461,296	\$610,313	\$266,889
Tourism Tax cash	\$239,041	\$149,006	\$213,862	\$196,993
Tourism Tax reserve	\$61,532	\$91,558	\$95,281	\$137,971
Contingency Fund	\$1,555,600	\$1,512,085	\$1,597,166	\$1,573,029
Capital Improvement Sales Tax	\$589,367	\$345,683	\$458,277	\$287,379
CIST Forfeited Fund Transfer	\$9,600	\$9,600	\$9,600	\$9,600
CIST Restricted (Street Improvements)	\$50,000	\$50,000	\$50,000	\$50,000
Viaduct Commercial Area CID	\$201,789	\$172,594	\$209,988	\$260,122
Osage Commercial Area CID	\$272,039	\$412,064	\$482,440	\$616,469
East Osage Commercial Area CID	\$180,470	\$323,268	\$406,252	\$477,489
Prop P cash	\$0	\$0	\$476	\$19,235
Prop P reserve	\$0	\$0	\$4,288	\$49,065
Transportation Tax	\$0	\$0	\$0	\$30,945
Parks & Storm Tax	\$0	\$0	\$0	\$89,959
NID Bond Fund (City Hall)	\$225,919	\$260,766	\$177,991	\$290,654
Water cash	\$61,323	\$354,638	\$74,629	\$69,720
Sewer cash	\$2,739,530	\$2,535,129	\$2,513,360	\$1,763,437
Sewer Replacement cash	\$130,251	\$130,340	\$130,676	\$132,772
Total	\$6,667,255	\$6,808,027	\$7,034,599	\$6,321,727

FY 20 revenues. With respect to revenues, the year-end showed a mixed bag. The General Fund sales tax was \$945K, just under budget but higher than 2019 actual receipts. St. Louis County sales tax however was \$248K, higher than budget and significantly higher than 2019. Utility taxes (gross receipts) meanwhile were down across the board, most notably in electric, where we ended the year at \$929K compared to \$982K the year prior. Weather is one impact to gross receipts, but the economic downturn is also an impact and I think is partly to blame for the lower revenues here. We are forecasting decreases in sales taxes for the coming year, and I would expect to see this particularly in St. Louis County sales tax. For the fiscal year total General Fund tax receipts were \$3.12 million compared to \$3.15 million the year prior, a rather slight decrease. Unfortunately I do expect the trend to be somewhat downward into the next fiscal year.

Other areas of General Fund revenues were also a mixed bag. License and fee revenues were up quite a bit, led by Building Dept revenue at \$134K compared to \$87K the year prior. Police revenues (Fines and

Forfeitures) however were down, \$73K in FY 20 compared to \$116K the year prior. Total General Fund revenues for the year (including transfers) were \$5.1 million, which includes a sizable FEMA reimbursement (\$402K) and also subdivision escrow deposits of \$347K. When you consider operating revenues only, total FY 20 was \$4.28 million compared to \$4.14 million in FY 19. Much of the increase is attributable to the Franklin County Prop P law enforcement sales tax, and also increases in certain license and fee revenues.

Tourism tax revenues were down significantly: \$66K in FY 20 compared to \$111K the year prior. Revenues hopefully will rebound a bit but I would not expect to get back to the FY 19 level very soon. The Cap Imp half-cent sales tax was \$448K, while Transportation and Parks & Storm were both at \$275K. These taxes both went into effect Oct. 1 2019. Cap Imp was down approximately \$15K from the year prior. The FY 20 forecasts of course were slashed significantly, and I would be surprised if we don't see continued declines over the next several months.

Water user charge revenues meanwhile began to increase in FY 20, at \$948K compared to \$813K the year prior. This will of course help Water get back on solid ground. Sewer user charge revenues were \$1.50 million compared to \$1.66 million in FY 19, with most of the decrease due to reduced surcharges from industrial users. We will need to address Sewer user charges in the coming year, in the context of the major Lift 2 improvements. We have essentially paid cash (supplemented with grant funding) for numerous capital sewer projects in recent years, but will need to finance the Lift 2 / Brush Creek project.

FY 20 expenditures. On the expenditures side, actual expenditures were less than budget in most areas, with some exceptions. General Fund transfers were higher than budgeted, due to a FEMA reimbursement that was transferred back to Contingency early in the fiscal year. General Government spending was also over budget, but this is due entirely to subdivision escrows that were released back to developers. If you adjust for these two expenditures then total General Fund spending came in well under budget. With respect to general operating budgets, we were over budget in two main areas: Health Insurance and IT. Increased health insurance costs were due to the transition from the prior individually self-funded plan to the new MIRMA health plan. Increased IT expenditures primarily came from purchase of the new phone system, which was not budgeted and which we intend to submit for CARES act reimbursement.

FY 20 Expenditures, Budget to Actual

<u>Fund</u>	<u>Adopted & Amended Budget 2020</u>	<u>Actual 2020</u>
General Fund		
Legislative	\$42,626	\$39,548
Administration	\$258,797	\$258,312
Police	\$2,700,430	\$2,484,460
Court	\$115,444	\$115,228
Animal Control	\$41,583	\$35,425
Streets	\$0	\$14,142
Building Maintenance	\$34,500	\$48,024
Code Enforcement	\$204,989	\$172,555
Planning	\$47,809	\$39,758
Cemetery	\$39,900	\$30,442

Parks and Recreation	\$0	-\$22
Municipal Pool	\$0	\$14,037
MVHSGM	\$11,250	\$323
General Govt	\$750,482	\$863,832
Transfers	\$988,297	\$1,243,501
General Fund Total	\$5,236,106	\$5,359,565
Tourism Tax	\$149,600	\$211,928
Contingency Fund	\$0	\$212,602
Capital Improvement Sales Tax	\$858,480	\$758,479
Viaduct Commercial Area CID	\$77,750	\$15,455
Osage Commercial Area CID	\$72,750	\$193,364
East Osage Commercial Area CID	\$202,750	\$41,443
Prop P	\$266,600	\$264,944
Transportation Tax	\$1,981,707	\$1,781,345
Parks & Storm		
Parks & Recreation	\$582,222	\$276,582
Municipal Pool	\$106,500	\$99,043
Storm Water	\$0	\$0
Total Parks & Storm	\$688,722	\$375,624
Water	\$1,503,812	\$1,522,032
Sewer	\$2,235,215	\$2,047,328
Grand Total	\$13,962,213	\$13,159,734

FY 21 Budget update. With respect to the current FY budget, “uncertainty” continues to be the buzzword. The August 1-cent sales tax payment was \$84,160, which was up compared to July and up significantly over the same period last year. However when you consider sales tax history back several years, the \$84K August payment is lower than most August payments historically. I continue to be very wary and cautious with any new spending in the current fiscal environment.

SALES TAX HISTORY													
Franklin County 1-cent sales tax													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	\$34,369	\$88,169	\$54,373	\$29,459	\$91,136	\$85,500	\$36,205	\$106,640	\$64,004	\$52,054	\$74,148	\$53,220	\$769,277
2008	\$42,245	\$74,348	\$65,064	\$38,649	\$88,029	\$66,360	\$44,658	\$108,729	\$62,035	\$42,428	\$79,410	\$61,410	\$773,365
2009	\$31,751	\$84,088	\$58,001	\$35,160	\$75,531	\$62,811	\$42,968	\$90,312	\$53,928	\$39,076	\$67,788	\$59,553	\$700,968
2010	\$29,489	\$73,233	\$52,643	\$45,903	\$58,789	\$74,507	\$32,975	\$89,561	\$56,246	\$34,471	\$58,327	\$54,798	\$660,943
2011	\$42,176	\$35,558	\$74,506	\$37,163	\$64,487	\$75,119	\$30,185	\$98,338	\$60,728	\$35,652	\$73,086	\$61,463	\$688,461
2012	\$27,434	\$81,537	\$59,726	\$33,021	\$85,272	\$61,947	\$36,895	\$99,089	\$63,030	\$35,148	\$75,752	\$49,067	\$707,918
2013	\$40,371	\$72,696	\$56,105	\$45,137	\$88,779	\$65,568	\$36,465	\$99,352	\$51,187	\$52,698	\$99,689	\$50,138	\$758,185
2014	\$44,071	\$66,830	\$65,301	\$53,551	\$62,654	\$95,725	\$37,417	\$100,311	\$74,547	\$39,237	\$107,515	\$64,038	\$811,197
2015	\$43,562	\$95,033	\$71,955	\$42,146	\$97,236	\$81,332	\$45,835	\$105,931	\$70,662	\$43,823	\$75,611	\$96,720	\$869,846
2016	\$75,611	\$37,049	\$95,016	\$68,493	\$94,873	\$37,696	\$78,624	\$52,135	\$72,738	\$50,667	\$93,350	\$93,350	\$849,602
2017	\$69,480	\$46,805	\$80,493	\$44,664	\$86,160	\$83,450	\$48,207	\$97,845	\$74,244	\$44,943	\$96,860	\$56,636	\$829,787
2018	\$58,482	\$103,176	\$76,710	\$55,037	\$93,842	\$89,758	\$55,855	\$89,414	\$71,238	\$60,875	\$81,640	\$64,686	\$900,713
2019	\$46,646	\$78,014	\$87,795	\$87,436	\$41,197	\$154,996	\$85,937	\$62,095	\$123,857	\$87,795	\$47,141	\$82,890	\$985,799
2020	\$84,567	\$53,910	\$76,465	\$72,206	\$76,465	\$93,745	\$75,506	\$84,160					\$617,025

The fall bulk trash pick-up of course was “zeroed out” in the new budget, with a decision reserved for later. Bulk trash cost \$13K last year, which doesn’t include City time and labor necessary for the project. I know this has been a popular service in the past, but the current contract with Waste Connections does allow for one bulk trash item per month. From a budget perspective, I do think we can fit this in if the Board desires, but I do have some reservations. I can provide more input on this topic at the meeting.

As I have noted in past discussions, the primary impact of the economic downturn will be our ability to fund capital improvement projects. The Hogan Storm project alone will eat up a sizable chunk of your annual Parks & Storm revenues. Budget for the Preventive Pavement Maintenance Program will also be compromised. New Tourism projects will essentially need to be put on hold. With respect to General Fund, we have made great progress in IT in recent months but we still have a ways to go. IT is the number one operating need in General Fund currently, and until we get this fully built any other discretionary items in my opinion should be put on hold.

Water and Sewer should not be as directly impacted. We will need financing for the Lift 2 project, but operationally we should be in fair shape. The potential capital needs in Water does concern me, as we have not had an engineering report / evaluation of the water system in some time. This is an area we need to look at once we get past the major sewer projects.

I can provide further information on these topics at the meeting if desired.

19. Information items.

- **Midwest Shingle Recycling.** It appears the City has prevailed in its action against Midwest Shingle Recycling, 90 Midwest Drive. We received information earlier that indicated the business intends to cease operations here. The City of course had earlier initiated actions in Franklin County Circuit court, and the Missouri Department of Natural Resources later investigated and has opened an enforcement action against the operation. The assistance of the nearby businesses in this issue was critical and I do not think we would have been successful without their support and cooperation. Board support on this issue of course was also appreciated. The City Attorney can speak to this in greater detail at the meeting if desired.
- **Laborers International Union of North America, Local 42 Law Enforcement Division notice.** I have included a notice from this entity in the Board packet. Local 42 is essentially requesting that the City voluntarily recognize it as a bargaining unit representing police and dispatch employees. I have deferred this item to the City Attorney for review, and he may have further information for the Board at this meeting.
- **Franklin County 911 invoice.** The City has received an invoice in the amount of \$29,379.59 from Franklin County for charges relating to the City’s Communications Center. Pacific is one of three municipalities in Franklin County that operates its own “PSAP” (Public Safety Answering Point) or dispatch center. Washington and Sullivan, the other PSAPs, have also received invoices. Washington is hosting a meeting next week to discuss and the Mayor and I plan to attend. Payment of this invoice would require Board action. We will present further information on this topic at the Sept. 1 meeting.
- **Preventive Pavement Maintenance 2020.** We have a pre-construction meeting set for next week on this project, essentially overlays of Payne Street and Lamar Parkway. I don’t have firm schedules yet from the contractor but would expect work to begin later this month or early September. Traffic control of course will be a primary concern; we will try to keep at least one

lane open on each route at all times. I will provide more information on the schedule and traffic control plan once we receive from the contractor.

- **Rodeo plans.** I attended a Pacific Partnership meeting August 13 to discuss plans for the October 2-3 rodeo event. At this point we intend to proceed and feel we can manage the health and safety concerns relating to Covid-19. A rodeo committee comprised of City, Partnership and others will be established soon to discuss planning in greater detail. One idea which we intend to pursue is “cleaning up” of the City-owned cow pasture area to the immediate north of Liberty Field. It has been suggested to use this area as the cowboy entrance and grounds, which would free up use of the current “cowboy gate” and parking off the E. Pacific entrance to Liberty Field. If there are specific cost items necessary we will bring this to the Board at a future meeting. Klance Unlimited has been an excellent partner in recent years and is proposing use of LED TV screens this year to broadcast and / or livestream the event. This is another idea we feel is very much worth pursuing. Further information may be presented at the August 18 meeting and / or future meetings.
- **Tentative Planning and Zoning Commission meeting August 25.** We do expect a minor subdivision application to be forwarded for consideration at this meeting. However the meeting remains tentative at this time.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Steve Roth', written in a cursive style.

Steve Roth
City Administrator

City of Pacific
Public Hearing Notice

A Public Hearing will be held on Tuesday, August 18, 2020 at 7:00 p.m. at the Board of Aldermen meeting at the Government Center, 300 Hoven Drive, Pacific, MO., as which time citizens may be heard on the property tax rate to be set by the City of Pacific, a political subdivision. The tax rate shall be set subject to change, based on the State Auditor's approval, to produce revenues which the budget for the fiscal year beginning July 1, 2020 shows to be required from the property tax. The tax rate is determined by dividing the amount of revenue by the current assessed valuation. The result is multiplied by 100 as the tax rate will be expressed in cents per \$ 100 valuation.

Assessed Valuation (By category)	Prior Tax Year 2019	Current Tax Year 2020
Real Estate	\$107,423,792	\$108,111,036
Personal Property	\$27,155,289	\$ 30,211,261
New Construction	\$ 1,913,107	\$ 448,000
Newley Added Territory	\$ 59	0
Property Changed from Local to State Assessed	\$ 0	23,497
	Amount of Property Tax Revenues budgeted For YE 2020	Proposed Tax Rate 2020
<u>Fund</u>		
General Fund	\$593,482	.4276

The increase in real property tax revenue is due to a \$ 687,244 increase in assessed valuation as a result of economic changes.

The increase in personal property tax revenue is due to a \$ 3,055,972 increase in assessed valuation as a result of economic changes.

The decrease in new construction is due to the decrease of \$ 1,465,107 in assessed valuation as a result of economic changes.

The decrease in newly added territory is due to the decrease of \$ 59 in assessed valuation as a result of economic changes.

The increase in property changed from local to state assessed is due to the increase of \$ 23,497 in assessed valuation as a result of economic changes.

Amounts may change subject to final approval of Missouri State Auditor.

Published by order of the City Clerk, Kimberly Barfield.
8-5-20

July 29, 2020

Notice of Public Hearing

Pursuant to the provisions of Section 71.012, 71.014 and 72.401.9 RSMo., notice is hereby given that the Board of Aldermen of the City of Pacific, MO will conduct a Public Hearing on August 18, 2020 at the Pacific Government Center, 300 Hoven Drive, beginning at 7 p.m. or shortly thereafter, said hearing to be conducted by video teleconferencing at the same date and time (<https://us02web.zoom.us/j/89535081887?pwd=QThhNktPbytwSUFNb24rWC9OdHlqdz09>), to hear comments on a verified petition for Voluntary Annexation for the following parcels of land located on or about property commonly known as St. Louis Skeet and Trap Club, 18854 Franklin Road, Pacific, MO, and more particularly described as follows:

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

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

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

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

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

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

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

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

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

and

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

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

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

The petitioner is requesting the above parcels be voluntarily annexed into the City of Pacific, pursuant to the provisions of Section 71.012, 71.014 and 72.401.9 RSMo. Citizens are invited to be heard on this petition at the specified date and time. People who need assistance with the videoconferencing conduct of this meeting may call Kimberly Barfield, City Clerk, 636-271-0500 ext 217 for assistance. Copies of the petition are available for public inspection at the Pacific Government Center, 300 Hoven Drive, Pacific, MO 63069 and online at www.pacificmissouri.com.

BEFORE THE BOARD OF ALDERMEN
CITY OF PACIFIC, MISSOURI

VERIFIED PETITION FOR VOLUNTARY ANNEXATION

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

In support of their Petition, Petitioners state as follows:

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

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

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

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

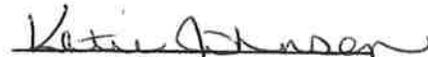
IN WITNESS WHEREOF we have hereunto set our hands this 20 day of July, 2020.


Owner

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

On this 20 day July, 2020, before me appeared Roy Smith, to me personally known to be the persons who executed the foregoing Petition and acknowledged that the facts and statements contained therein are true and correct and that they executed the same as their own free acts and deeds.

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


Notary Public

My Commission Expires: 1/7/2024



Sponsor: _____

AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF PACIFIC, COUNTIES OF FRANKLIN AND ST. LOUIS, STATE OF MISSOURI, FOR THE YEAR 2020 AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

WHEREAS, pursuant to published notice, a Public Hearing was held by the Board of Aldermen on the 18th day of August, 2020, relative to the establishment of the 2020 annual rate of Tax Levy, at which hearing all parties in interest and citizens had an opportunity to be heard;

WHEREAS, it is the intent of the City of Pacific to levy property taxes at rates which are equal to the tax rate ceiling for each class of property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOAD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, to wit:

Section One: Property Tax for General Revenue.

There is hereby levied on all property (real, personal and mixed) within the corporate limits of the City of Pacific, Missouri, a tax rate for general municipal purposes as follows:

- A. There is hereby levied upon all residential property subject to taxation in the City of Pacific, Missouri, an ad valorem tax rate in the amount equal to the tax rate ceiling as shown on the State Auditor's Pro Forma for 2020 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of Franklin and St. Louis Counties, as converted and amended by the Board of Equalization and certified to by the County Clerk. (This amount has been preliminarily calculated at forty-two and seventy-six tenths (\$.4276), but it is the intent of the Board to levy the tax rate at the tax rate ceiling).
- B. There is hereby levied upon all agricultural property subject to taxation in the City of Pacific, Missouri, an ad valorem tax rate in the amount equal to the tax rate ceiling as shown on the State Auditor's Pro Forma for 2020 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of Franklin and St. Louis Counties, as converted and amended by the Board of Equalization and certified to by the County Clerk. (This amount has been preliminarily calculated at forty-two and seventy-six tenths (\$.4276), but it is the intent of the Board to levy the tax rate at the tax rate ceiling).
- C. There is hereby levied upon all commercial property subject to taxation in the City of Pacific, Missouri, an ad valorem tax rate in the amount equal to the tax rate ceiling as shown on the State Auditor's Pro Forma for 2020 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of Franklin and St. Louis Counties, as converted and amended by the Board of Equalization and certified to by the County Clerk. (This amount has been preliminarily calculated at forty-two and seventy-six tenths

(\$.4276), but it is the intent of the Board to levy the tax rate at the tax rate ceiling).

- D. There is hereby levied upon all personal property subject to taxation in the City of Pacific, Missouri, an ad valorem tax rate in the amount equal to the tax rate ceiling as shown on the State Auditor’s Pro Forma for 2020 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of Franklin and St. Louis Counties, as converted and amended by the Board of Equalization and certified to by the County Clerk. (This amount has been preliminarily calculated at forty-two and seventy-six tenths (\$.4276), but it is the intent of the Board to levy the tax rate at the tax rate ceiling).

Section Two: The 2020 Tax Rate is subject to change based on the State Auditor’s approval;

Section Three: That this ordinance shall be in full force and effect on and after its passage and approval.

Passed this _____ day of August, 2020. _____
Steve Myers, Mayor

Approved this _____ day of August, 2020. _____
Steve Myers, Mayor

ATTEST:

City Clerk

BILL NO. 5036

ORDINANCE NO. _____

SPONSOR: Nemeth

AN ORDINANCE REVISING THE REQUIRED QUALIFICATIONS FOR CITY MARSHAL.

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

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

Section 200.060 City Marshal, Training Requirements.

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

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

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

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

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

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

ATTEST:

City Clerk

BILL NO. 5037

ORDINANCE NO. _____

SPONSOR _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51793
Abstract No.: 133504

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

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

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

William Hass

Subject to the following:

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

Continued on next page

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

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

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

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

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

County Tax Amount for 2019: \$167.58, Delinquent

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

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

HILLSBORO TITLE COMPANY

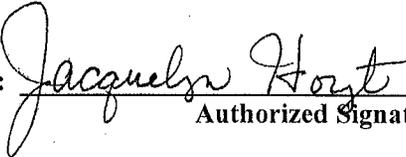
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

EXHIBIT "B"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

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

(Date)

Property Owner

STATE OF Missouri)
) SS
COUNTY OF _____)

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

Notary Public

My Commission Expires:

BILL NO. 5038

ORDINANCE NO. _____

SPONSOR _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51786
Abstract No.: 133497

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

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

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

Allenton Foundation

Subject to the following:

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

Continued on next page

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

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

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

County Tax Amount for 2019: \$0.00, Paid

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

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

HILLSBORO TITLE COMPANY

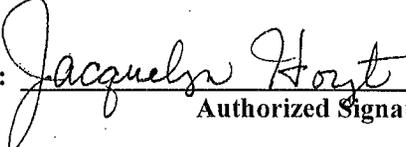
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

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

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

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

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

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

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

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

BILL NO. 5039

ORDINANCE NO. _____

SPONSOR _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

City Clerk



TITLE REPORT

Order No.: H51788
Abstract No.: 68723

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

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

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

George Bright and Cheryl Bright, Husband and wife

Subject to the following:

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

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

Continued on next page

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

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

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

County Tax Amount for 2019: \$216.65, Paid

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

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

HILLSBORO TITLE COMPANY

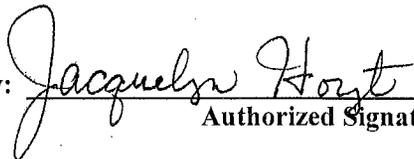
By: 
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

EXHIBIT "B"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

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

(Date)

Property Owner

STATE OF Missouri)
) SS
COUNTY OF _____)

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

Notary Public

My Commission Expires:

BILL NO. 5040
SPONSOR: _____

ORDINANCE NO.

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

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

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

SECTION ONE.

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

SECTION TWO.

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

SECTION THREE.

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

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

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

ATTEST:

City Clerk

WAGE & SALARY SCHEDULE

FY 2021

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

General Administration	<u>Employee</u>	<u>Rate</u>	<u>Annual</u>
City Clerk	Barfield	\$27.82	\$57,866
Communications			
Supervisor	TBD	\$24.50 (not to exceed)	\$50,960

BILL NO. 5041

ORDINANCE NO. _____

SPONSOR: _____

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

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

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

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

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

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

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

Section 1.

Pursuant to the provisions of Sections 71.012, 71.014 and 72.401.9 of the Revised Statutes of Missouri, the real estate described below and owned by St. Louis Skeet & Trap Club and located at 18854 Franklin Road is hereby annexed into the City of Pacific,

Missouri, and the city limits of the said City are hereby extended to include such real estate, to wit:

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

Said tract of land being more particularly described as follows:

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

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

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

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

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

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

- 1) North 26 degrees 40 minutes 49 seconds West, a distance of 508.99 feet to an Iron Pipe set, with cap, for an angle point,
- 2) North 21 degrees 04 minutes 31 seconds East a distance of 500.31 feet to an Iron Pipe set, with cap, for an angle point,
and
- 3) North 68 degrees 55 minutes 29 seconds West, a distance of 611.77 feet to an Iron Pipe set, with cap, on the South line of Franklin Road, for the Northwest corner of the herein described tract; Said Iron Pipe being the Northeast corner of Tract Four of the aforementioned Boundary Survey of Stock & Associates;

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

approval.

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

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

ATTEST:

City Clerk

BILL NO. 5029

ORDINANCE NO. _____

SPONSOR: Adams

AN ORDINANCE REVISING THE EXCEPTIONS TO EXCESSIVE GROWTH OF WEEDS AND VEGETATION.

WHEREAS, the Board of Aldermen recognizes the importance of controlling excessive growth of weeds and vegetation; and

WHEREAS, the Board of Aldermen has determined that large lots should be treated differently than others with regard to mowing and removal of weeds and vegetation.

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

Section 1: Section 225.255 B. of the Code of Ordinances shall be amended as follows:

Section 225.255 Excessive growth of weeds and vegetation

B. *Exceptions.* The following exceptions to Subsection A apply as set forth below:

1. *Large Lots.* On properties of 3 acres or greater, Subsection A shall apply only to:

- a. any property within 5 feet adjacent to any sidewalk, street or public way.
- b. the portions of such property within the area of 50 feet from any dwelling on the property or within any fenced area surrounding such dwelling, whichever is less.
- c. any property within 5 feet adjacent to a developed property.

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. 5030

ORDINANCE NO. _____

SPONSOR: Adams

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE XI OF CHAPTER 500 PERTAINING TO ABATEMENT OF DANGEROUS BUILDINGS

WHEREAS, the City revised certain sections of the portion of Chapter 500 pertaining to abatement of dangerous buildings in 2019; and

WHEREAS, certain cross references in Section 500.250 must be revised for consistency with the newly adopted Code sections.

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

Section 1: Section 500.250 of Article XI of Chapter 500 of the Municipal Code is hereby amended to read as follows:

Section 500.250 Abatement Standards.

A. Whenever a notice shall be given that any building or structure constitutes a public nuisance under the provisions of this Article, the party responsible for giving the notice shall base his/her order as to necessary actions to abate the nuisance by observation of the following standards:

1. If the condition or conditions which cause the building or structure to be a public nuisance can be reasonably repaired or maintained so that the building or structure will no longer exist in violation of the terms of this Article, the building or structure shall be ordered so repaired or maintained.
2. If the conditions are such as to make the building or structure immediately dangerous to the health, safety or welfare of its occupants, the building or structure shall be ordered vacated pending abatement of the nuisance.
3. In all cases where the conditions causing the building or structure to be a public nuisance cannot be reasonably repaired or maintained so that the building or structure will no longer exist in violation of the terms of the Article, the building or structure shall be demolished.
4. In any case where the conditions constituting the public nuisance are such that the costs to repair or maintain the building or structure, so that it will no longer constitute a public nuisance, equal or exceed fifty percent (50%) of the value of the building or structure, it shall be ordered repaired or demolished, and in the event it is not repaired or demolished by the owner, then the City shall abate the nuisance by demolition.

5. Any building or structure constituting a public nuisance because of the conditions prescribed in Subsection (3) of Section 500.210 shall be ordered to be completed in accordance with lawful plans and specifications, and if it shall not be so completed or demolished by the owner, then the City shall abate the nuisance by demolition.
6. Any building or structure found to be a public nuisance because of the conditions described in Subsection (4) of Section 500.210, shall be ordered demolished.

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. 5032

ORDINANCE NO. _____

SPONSOR Rahn

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY AT 526 S. FIRST STREET (FRANKLIN COUNTY PARCEL ID 19-1-12.0-4-002-262.000) TO THE CITY IN FURTHERANCE OF THE CITY'S VOLUNTARY FLOOD BUYOUT PROGRAM; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING FURTHER ACTION IN FURTHERANCE THEREOF

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

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

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

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

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

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

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

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

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

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

Section Four. The Mayor, City Administrator, and City Clerk are hereby authorized to take such actions as are necessary to effect payment of the Purchase Price of \$120,000.00 as set forth in the Sale Contract, all subject to any deductions and amounts paid by the City on behalf of Owner as set forth therein.

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

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

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

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

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

ATTEST:

City Clerk



Opening doors to confident closings.

TITLE REPORT

Order No.: H51781
Abstract No.: 133494

HILLSBORO TITLE COMPANY has performed a Full Title Search of the Public Records of Franklin County, Missouri up to and including the date of March 5, 2020, for the purpose of preparing this Title Report on the following described property situated in the County of Franklin, State of Missouri, to wit:

Lot 1 of TAETZ ADDITION TO THE CITY OF PACIFIC, as per plat thereof recorded in Plat Book E, Page 63 in the Office of the Recorder of Deeds of Franklin County, Missouri.

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

Richard L. Shoults and Gail M. Shoults, Husband and wife

Subject to the following:

1. General Taxes for the County of Franklin and the City of Pacific for the year 2020.
2. Special Taxes for the City of Pacific.
3. Easement for sewer purposes, according to instrument recorded in Book 128, Page 329.
4. Any assessments for maintenance of sewer system.
5. Any charges from any public water and sewer district.
6. DEED OF TRUST executed by Murray L. Schwengels, Sr and Laura L. Schwengels, Married to Terry Renoux, Trustee for First Tennessee Bank National Association, dated August 31, 2000 and recorded on September 6, 2000 as Book 1279, Page 226 to secure \$28,000.00 with interest and payable as therein specified.

(provides for future advances under Section 443.055 RSMO)

Continued on next page

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

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

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

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

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

Parcel No: 19-1-12.0-4-002-262.000

County Tax Amount for 2019: \$308.11, Paid

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

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

HILLSBORO TITLE COMPANY

By: Jacquelyn Hoyt
Authorized Signatory

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

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

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

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

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

{Please insert parcel number and legal description}

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

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

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

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

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

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

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

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

The Seller hereby represents and warrants to the City that:

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

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

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

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

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

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

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

By _____
 Mayor
 City of Pacific, Missouri

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

By _____ By _____

By _____ By _____

EXHIBIT "A"

City of Pacific, Missouri

Parcel No. _____

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

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

(Please provide parcel number and legal description here)

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

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

Date

Property Owner

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

Mayor

BILL NO. 5033

ORDINANCE NO. _____

SPONSOR: Adams

AN ORDINANCE PROVIDING FOR A 25 M.P.H. SPEED LIMIT ON A PORTION OF LISA LANE.

WHEREAS, public health and safety require a 25 M.P.H. speed limit on Lisa Lane from Indian Warpath to Flier.

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

Section 1: Chapter V, Table V-A of the Code shall be amended by adding the following:

Street	Speed Limit
Lisa Lane from Indian Warpath to Flier	25 M.P.H.

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

BILL NO. 5034

ORDINANCE NO. _____

SPONSOR: Nemeth

AN ORDINANCE ESTABLISHING A NEW STOP SIGN ON LISA LANE.

WHEREAS, the Board of Aldermen has determined that public health and safety requires a new stop sign at the intersection 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
Lisa Lane	Stop Sign- Westbound traffic at its intersection with Indian Warpath.

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

RESOLUTION NO. 2020-39

A RESOLUTION AMENDING THE CITY OF PACIFIC FISCAL YEAR 2021 BUDGET TO PROVIDE FOR CERTAIN FUNDING

WHEREAS, the Board of Aldermen desires to amend the FY 2021 budget to provide for adjustments to certain property tax revenues to reflect actual assessed valuation figures from Franklin and St. Louis counties.

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

SECTION 1. The FY 2021 Budget of the City of Pacific is hereby amended as provided for in the attached schedule, "Exhibit A." The net impact on each fund is summarized below:

- General Fund. Revenues are increased by \$68,000.00.

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

Steve Myers, Mayor

ATTEST:

City Clerk

Exhibit A

Budget Amendment #1, FY 2021

**(11) GENERAL FUND
REVENUES**

	<u>Actual 2020</u>	<u>Adopted Budget FY 21</u>	<u>Adopted and Amended Budget 2021</u>
Category: (01) Taxes			
901-00 Real Property taxes current	\$382,581.96	\$370,000.00	\$395,000.00
902-00 Real Property taxes delinquent	\$40,053.77	\$15,000.00	\$40,000.00
903-00 Personal Property taxes current	\$104,822.68	\$93,000.00	\$105,000.00
904-00 Personal property delinquent	\$26,646.12	\$20,000.00	\$25,000.00
905-00 Penalties and interest	\$5,979.65	\$3,000.00	\$4,000.00
Total Taxes	\$560,084.18	\$501,000.00	\$569,000.00

RESOLUTION NO. 2020-40

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

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

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

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

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

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

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

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

Steve Myers, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-41

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR FUNDING THROUGH THE FEDERAL TRANSPORTATION ALTERNATIVES PROGRAM (TAP) ADMINISTERED BY THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS

WHEREAS, federal funding for certain transportation improvement projects is available through the Transportation Alternatives Program (TAP) as administered by the East-West Gateway Council of Governments; and

WHEREAS, the City of Pacific desires apply for said funding to construct sidewalks and related improvements along sections of Osage Street;

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

SECTION 1. The City Administrator is hereby authorized and directed to prepare and submit an application for federal Transportation Alternatives Program (TAP) funding to the East-West Gateway Council of Governments for the “West Osage Sidewalk Connections” project. The project scope shall generally be defined as follows:

- Construction of a section of sidewalk along the north side of Osage Street, from Viaduct Street west to existing sidewalk; a distance of approximately 700 linear feet;
- Construction of a section of sidewalk along the north side of Osage Street, from the Lamar Parkway intersection west to the Noonan Plaza property, west of Cedar Drive, a distance of approximately 1,300 linear feet, and including crosswalks at the Lamar Parkway and Hoven Drive intersections and curb and gutter and storm water improvements.

The total estimated project construction cost shall be \$269,706. A copy of the preliminary cost estimate is attached to this Resolution and incorporated herein. The City shall be responsible for twenty percent (20%) of the construction cost and for design and construction engineering costs. The total City cost is estimated at \$125,783.

SECTION 2. The application fee in the amount of \$1,079, representing one-half of one percent of the federal funding requested, is hereby authorized and approved. The City Clerk is directed to prepare such payment as part of the application submittal.

SECTION 3. The Mayor and City Administrator are authorized and directed to execute the grant application and required supplemental pages, and to take other actions as necessary, to effect the intent of this Resolution.

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

Steve Myers, Mayor

ATTEST:

City Clerk

Project Cost Estimate - TAP Grant Application

Application Due - August 20, 2020

City of Pacific - West Osage Sidewalk Connections

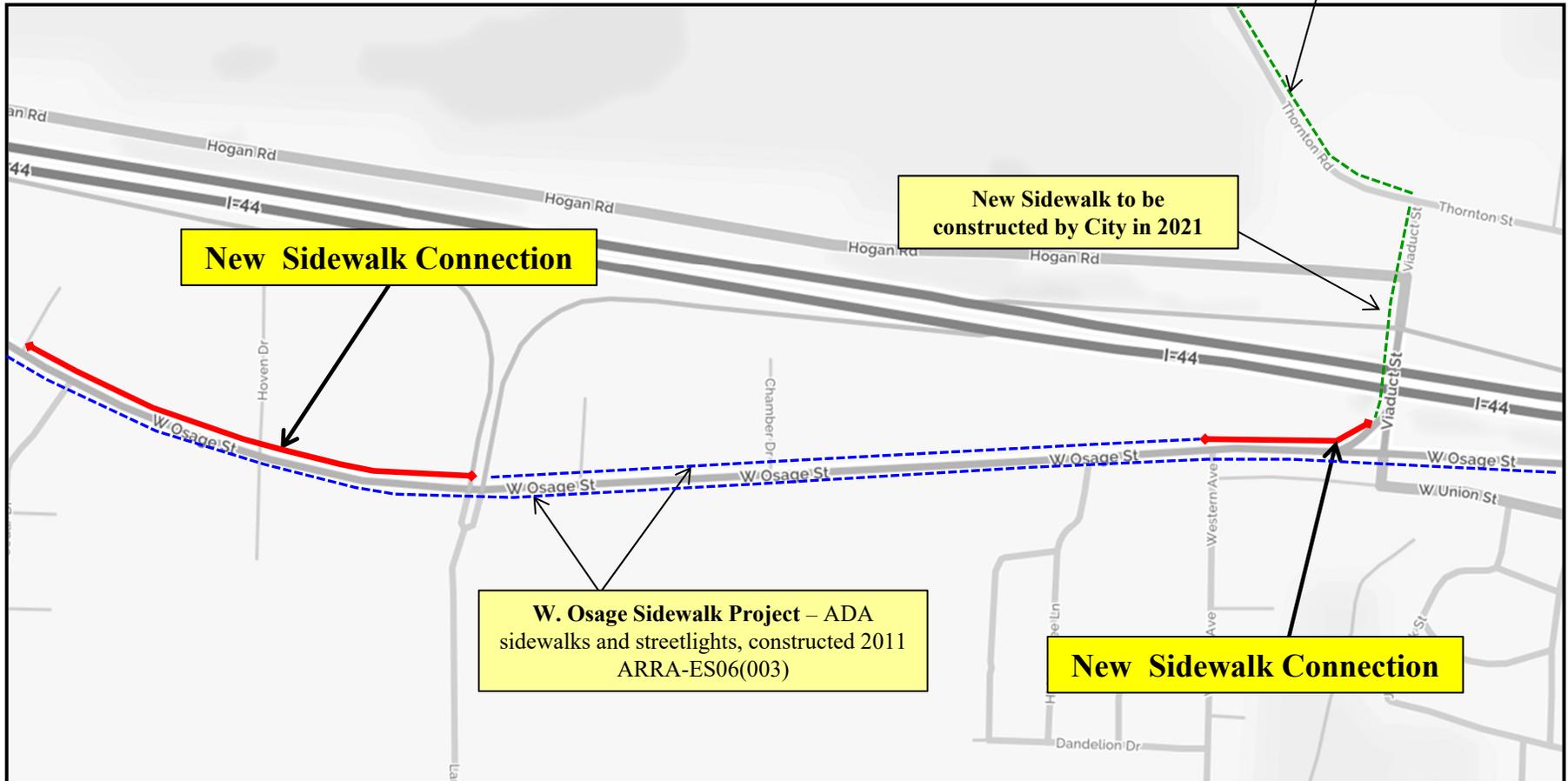
Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Mobilization	LS	1	15,000.00	15,000
2	Traffic Control	LS	1	15,000.00	15,000
3	Removal of Improvements	LS	1	5,000.00	5,000
4	Erosion Control	LS	1	10,000.00	10,000
5	Linear Grading	STA	20	1,500.00	30,000
6	Rock Ditch Liner	CY	40	50.00	2,000
7	Detectable Warning Devices	SF	36	45.00	1,620
8	Concrete Curb & Gutter	LF	260	30.00	7,800
9	Concrete Sidewalk	SF	10,000	5.00	50,000
10	Concrete Approach	SF	2,400	8.00	19,200
11	Storm Sewer 18" RCP	LF	285	100.00	28,500
12	Storm Sewer 18" RCP Flared Ends	EA	4	1,500.00	6,000
13	Storm Sewer - Area Inlet	EA	6	3,000.00	18,000
14	Pedestrian Signals	LS	1	10,000.00	10,000
15	Permanent Signs	LS	1	2,000.00	2,000
16	Pavement Striping	LS	1	5,000.00	5,000
17	Restoration	LS	1	20,000.00	20,000
Project Notes:				Construction Sub-Total	\$245,120
1. Project length equals approx. 2,000 LF				10% Contingency	\$24,512
2. North side of West Osage Street -				Project Total =	\$269,632
Lamar Parkway to Noonan Plaza - 1300 feet				Federal Share @ 80% =	\$215,706
Viaduct Street to existing sidewalk west - 700 feet				Local Share @ 20% =	\$53,926
				Design Engineering =	\$40,445
				Construction Inspection/Testing =	\$30,334
				Application Fee (1/2% of Federal Funds Requested)	\$1,079
City Expenditure (20% Share + Engineering/Inspection + Application Fee)					\$125,783

City of Pacific – Vicinity Map

TAP Project Limits:

- W. Osage Street – Noonan Plaza to I-44 Off Ramp
- W. Osage Street – Western Ave. to Viaduct Street

Thornton Rd. Project – ADA sidewalks and streetlights, constructed 2015, STP-5419(604)



RESOLUTION NO. 2020-42

A RESOLUTION AUTHORIZING AND DIRECTING THE PREPARATION AND SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE MUNICIPAL PARK GRANT COMMISSION OF ST. LOUIS COUNTY FOR ACQUISITION OF PROPERTY LOCATED AT 1043 E. OSAGE STREET

WHEREAS, the Municipal Park Grant Commission of St. Louis County has funding available for eligible projects located within municipalities in St. Louis County; and

WHEREAS, the City of Pacific desires to make application for funding to acquire property located at 1043 E. Osage Street for integration into the City's Jensen Point – Red Cedar Inn Parks / Museum / Welcome Center development plans;

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

SECTION 1. The City Administrator is hereby authorized and directed, on behalf of the City of Pacific, to prepare a grant application for funding through the Municipal Park Grant Commission of St. Louis County. The application shall request funds in an amount not-to-exceed \$330,000.00 for acquisition of the property located at 1043 E. Osage Street (St. Louis County Locator No. 31Y530071).

The City shall commit funding, as necessary, for costs related to the property acquisition, including but not limited to appraisals, title reports, building inspections, environmental site assessments, and similar costs, in an amount not-to-exceed \$10,000.

SECTION 2. The Mayor and City Administrator are hereby authorized and directed to execute the grant application and take other such actions necessary to complete and submit the application on behalf of the City.

Adopted by the Board of Aldermen and approved by the Mayor on this 18th day of August, 2018.

Steve Myers, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-43

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

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

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

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

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

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

- Professional Real Property Appraisals, \$9,750
- Asbestos Surveys, \$11,150
- Title Reports, \$2,400

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

SECTION 3. Upon receipt of program reimbursements, the City Clerk is authorized and directed to reimburse General Fund in amounts not-to-exceed the transfer amounts authorized in Section 1.

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

Steve Myers, Mayor

ATTEST:

City Clerk

CITY OF PACIFIC

PURCHASE ORDER

BILL TO: CITY OF PACIFIC
300 Hoven Drive
Pacific, MO 63069

Purchase Order Number _____

Date August 10, 2020

TELEPHONE:
City 636-271-0500
Police 636-257-2424

Requisitioner Capt. Locke / Sgt. Klingler

Department Head Capt. Locke #165

Vendor: Gulf States Dist.
600 E. Shirley Lane
P.O. Box 241387
Montgomery, AL 36117

Ship To: Pacific Police Dept.
300 Hoven Dr
Pacific, MO 63069
(MOPACI)

QUANTITY	CAT. NO.	DESCRIPTION	ITEM COST	TOTAL COST
2	FEDLE 127 RS	12ga slug tactical	126. ⁰⁰	252.00
2	FEDLE 132-00	12ga 9 pellet-buck	119. ⁰⁰	238.00
13	FEDAE 223J	.223 55gr BT	148. ⁵⁰	1,930.50
1	FEDT 223T	.223 55gr ballistic TIP	271. ²⁰	271.20
1	SPE 53620	9mm 147gr TMJ	175. ¹⁵	175.15
1	SPE 54226	9mm 147gr G2- GDHP	369. ⁰⁰	369.00
15	SPE 53955	.40 CAL 165gr TMJ	217.70	3,265.50
1	SPE 53999	.40 CAL 180gr G2- GDHP	410.	410.00
			TOTAL	\$6,911.35
			(FREE SHIPPING)	

** (QUOTE ATTACHED)*

SECTION 144.040 AND 144.615 RSM. 1971 EXEMPT POLITICAL SUBDIVISIONS FROM SALES TAX.
DO NOT CHARGE SALES TAX TO THIS PURCHASE.

PPB
APPROVED BY: Capt Locke #165

POSITION: ADMINISTRATOR
 MAYOR

City

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES. X _____

To: The Pacific City Counsel

Frm: Sgt. Klingler 131

Ref: Increase in the ammunition budget

Ladies and Gentleman

I am asking for an increase in our ammunition budget to bring the firearms training standards for the Pacific Police Department into full compliance with the Police Departments Policy, MIRMA policy and Federal Law.

Pacific Police Department General Order GO/2-9 section D requires all officers to qualify twice a year with their service handgun, Department shotgun and Rifle. MIRMA requires us to shoot twice a year including a night shoot.

Federal Law requires all law enforcement officers to fire a standard qualification course, low light shooting, moving targets shooting on the move and shoot/Don't shoot decision making. Officers are required to demonstrate these skills with each of the weapon systems they deploy.

Please understand that these are minimums. The use of a firearm is a perishable skill. This increase will allow me to train officers once a month with their handgun and alternating months with the rifle/shotgun. In conversations with our MIRMA representative, Jeff Arp, he has stated that the closer that training is to an officer involved shooting the easier that shooting is to defend.

Your Police Officers have to have a wide variety of skills. The use of a firearm goes beyond simple marksmanship. We also train on moving with a weapon, clearing malfunctions and shooting with another officer. These skills require the use of live ammunition.

When I took over the firearms program at the Department, I discovered that these goals were not being met. I was able to bring us up at least closer to standards at the ammunition budget I was given because we had unused ammunition in storage. Once that was depleted, I asked for an increase in the ammunition budget. Those requests were denied. In addition, when I took over the program, I discovered that we were not rotating duty ammunition out once a year. The constant exposure to changing temperatures, moisture and adverse weather can cause ammunition to deteriorate. A yearly rotation is industry standard and ensures that the ammunition is reliable.

An increase in firearms training not only protects your police officers but also your citizens. It also protects the City from liability. Thank you for your consideration in this matter. If I can answer any questions please feel free to contact me at any time.

Respectfully submitted,

Sgt. J. Klingler 131

Tuttle vs. Oklahoma

The court strongly suggested the need for realistic firearms training. The court held that for law enforcement firearms training to be valid, it must incorporate: stress, decision making, attitude, knowledge, skill, shoot-don't-shoot, moving targets, officer required to move, low light or adverse light shooting, in-service training and shotgun training.



MotoShot Bi-Directional Target Turners

Popow vs. City of Margate

The court held that the firearm's training was inadequate for the circumstances officers had to operate under. The court specifically stated that training needs to include;

- a) moving targets
- b) low light or adverse light shooting
- c) residential areas

or any experience with film or simulations designed to teach the practical application of deadly-force decision making. The court held that firearms training should also include instruction on State Laws, City Regulations, (and/or policies) on shooting, and how they are applied in practice. The court also held that firearms training must be given on a continual basis.

City of Canton Ohio vs. Harris

The Supreme Court stated that "A Municipality's inadequate training may give rise to 42 U.S.C., section 1983 liability when it is deliberately indifferent to the rights of the city's inhabitants and actually causes the plaintiff's injury." The Court enumerated as one example of deliberately inadequate training as

being: "Instances in which the need for more of different training is obvious and the inadequacy is likely to result in the violation of constitutional rights."

McCelland vs. Facteau

MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION

MODEL POLICY

POLICE DEPARTMENT GENERAL ORDER

SUBJECT: Weapons Qualification

NUMBER:

EFFECTIVE DATE:

REVIEW DATE:

AMENDS/SUPERSEDES:

REVIEW DATE:

NOTE: This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care in an evidentiary sense, with respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by this department, and then only in a non-judicial administrative setting.

I. Purpose

To establish standards of firearms proficiency for Department personnel and to define the various courses of fire utilized in the qualification process.

II. Policy

- A. It is the policy of the () Police Department that only officers demonstrating proficiency in the use of department issued or authorized firearms be permitted to carry such weapons.
- B. Firearms proficiency will be determined by the satisfactory completion of in-service firearms qualification courses designed to address the shooting skills required in police work.

III. Qualification Standards

The minimum firearms qualification standard for the () Police Department will be a score of 75% on the courses herein outlined. Qualification shall be on a pass/fail basis.

IV. Handguns

- A. The weapons used for qualification shall be the service and/or off-duty firearm(s) issued or approved for carry by the officer.
- B. Only factory loaded department issued ammunition or remanufactured ammunition, loaded to duty ammunition specifications, will be used for qualification.
- C. All weapons will be inspected by a qualified armorer on an annual basis.

V. Shotguns

- A. The weapon used for qualification shall be a standard issue 12-gauge pump shotgun.
- B. Only factory loaded department issued ammunition or remanufactured ammunition, loaded to duty ammunition specifications, will be used for qualification.

VI. Other Shoulder Weapons

The weapon used for qualification shall be the particular weapon(s) and ammunition issued to, or authorized for use by the member.

VII. Qualifications

- A. Each member authorized to carry a firearm shall be required to qualify with that weapon as scheduled by the Professional Standards Section.
 - 1. Qualifications will be re-scheduled with the approval of the Chief of Police or the Deputy Chief, Field Operations for documented reasons, such as: medical, vacation, conflict of schedules, etc...
- B. Members authorized to carry a particular weapon, who fail to attain a qualifying score, shall attend, on duty, a block of remedial instruction and shall attempt to qualify after said instruction.
- C. In the event the member fails to achieve a qualifying score after receiving remedial instruction, the officer shall:
 - 1. Have the authority to carry the weapon on-duty revoked.
 - 2. Have the authority to carry the weapon off-duty revoked also, if it is a handgun.
 - 3. Be placed in a position within the Department which does not necessitate the carrying of the particular weapon.

4. Be afforded an opportunity, on a voluntary basis, to receive additional instruction and qualify with the particular weapon on his/her off-duty time within thirty calendar days.
5. After being given the opportunity on a voluntary basis to receive additional instruction and an opportunity to qualify with the particular weapon the member still fails to qualify, he/she shall be subject to other appropriate action such as, but not limited to: transfer, removal from special teams or squads, demotion, or possible discharge.

D. Qualification Schedule - Minimum of two per calendar year.

1. 1st Qualification

a. Qualifications with the following:

- (1) Authorized on-duty handgun
- (2) Off-duty handgun
- (3) Shotgun

b. Stress Course

- (1) Authorized on-duty handgun
- (2) Shotgun

2. 2nd Qualification

a. Qualifications with the following:

- (1) Authorized on-duty handgun
- (2) Off-duty handgun
- (3) Shotgun

b. Night Firing Qualification

- (1) Authorized on-duty handgun
- (2) Shotgun

3. Special Emergency Response Team

Team personnel will qualify with their specialized weapons as scheduled by the Team Commander and approved by the Chief of Police.

VIII. Qualification Courses

- A. The () Police Department will utilize qualification courses developed for each of the four types of handguns authorized for carry by officers. The four handgun types are identified as:
 - 1. Service Revolvers - All approved revolvers authorized for on-duty use.
 - 2. Service Pistol - All approved semiautomatic pistols authorized for on-duty use.
 - 3. Off-Duty Revolver - Revolvers carried by off-duty personnel or as a secondary weapon while on-duty. Officers carrying their service weapons off-duty need not requalify.
 - 4. Off-Duty Pistol - All approved pistols not carried on-duty, as a primary weapon.
- B. Officers are required to qualify with all off-duty weapons.
- C. Additional courses will be developed for each Department issued or approved weapon.
- D. The courses of fire will be developed and maintained by the Department Weapons Officer. The Weapons Officer shall be responsible for the annual review of all courses and recommending modifications or changes required to meet new skills requirements.
- E. All changes or modifications in the Department's firearms qualifications courses will be submitted in writing and approved by the Chief of Police.



LABORERS' INTERNATIONAL UNION of NORTH AMERICA
LOCAL UNION 42 Law Enforcement Division

301 South Ewing • St. Louis, Missouri 63103
Ph: (314) 531-1187 Office
Fax: (314) 531- 8999
www.laborerslocal42.org

Brandon Flinn
Business Manager

Billy D. Stark
Director

August 5, 2020

Steve Roth
City Administrator
300 Hoven Drive
Pacific, MO 63069

Dear Mr. Roth,

Local 42 Law Enforcement Division currently has an overwhelming majority of your police officers, dispatchers, and record clerks signed to Union Representation Cards. We are asking that the City grant Local 42 Voluntary Recognition as the sole and exclusive agent for all matters concerning collective bargaining. If you and the City Council find you cannot grant us voluntary recognition, then per Missouri Law, we request a secret ballot election process. I have sample secret ballots and stipulated agreements that I would be happy to forward to you for your consideration.

Please feel free to contact me at any time if you care to discuss this issue further. Thank you for your consideration of this matter.

Sincerely,

Dave Reagan
Field Representative
Local 42- Law Enforcement Division

Cc: Bill Stark, Director LE Division Local 42

FRANKLIN COUNTY

COUNTY COMMISSION

August 1, 2020

Invoice: 455.085p1

TIM BRINKER
Presiding Commissioner
of the County Commission

Bill to:

Pacific Police Department
Pacific Communications
Attn: Chief Locke
300 N Hoven Drive
Pacific, MO 63069

TODD BOLAND
Commissioner 1st District

DAVE HINSON
Commissioner 2nd District

Pay to:

Franklin County Clerk
Attn: Christa Buchanan
400 East Locust Street
Room 201
Union, MO 63084



400 EAST LOCUST STREET
ROOM 206
UNION MISSOURI 63084
COMMISSION: (636) 583-6358
FAX: (636) 583-6399
www.franklinmo.org

Franklin County hosts the 911 system for your primary 911 public safety answering point (PSAP) and is invoicing your PSAP for those charges. They have been outlined based on percentage of circuits dedicated to your operation and the actual costs of those services.

The charges are outlined as follows:

ATT Circuits to ATT and Carriers:	\$20,703.59
Point to Point Circuit to Franklin County Core: Circuit ID: 46.DHXS.500011	\$8,676.00
Fidelity Circuit to Franklin County:	\$0.00
Total:	\$29,379.59

Payment Due by October 1, 2020

ACCOUNTS PAYABLE
AUGUST 18, 2020

VENDOR	INV. DESCRIPTION	LEGIADMIN	POLICE	COURT	ANIMAL	STREET	CODE/BLDG	POOL/PARKS	PLAN	CEMETERY	GENERAL	WATER	SEWER
ADGRAPHIX	EXPLORER GRAPHIC PACKAGE	\$ 503.00	\$ 503.00										
AMERICOM	PHOTOCOPIES	\$ 17.33	\$ 17.33										
ARCHER-ELGIN ENGINEERING	ENGINEERING SERVICES	\$ 56,861.22									\$ 3,650.00	\$ 11,672.42	\$ 45,188.80
ARCHTECH	JULY - SERVICE ACCOUNT	\$ 3,650.00											
ARAMARK	UNIFORM RENTAL	\$ 504.48				\$ 248.80						\$ 127.76	\$ 127.92
B & H MARKET	MAJOR CASE SQUAD REFRESHMENTS	\$ 170.83	\$ 170.83										
BAYS TIRE SERVICE	EQUIPMENT MAINTENANCE	\$ 65.00				\$ 65.00							
BAYS-ET HIGH SPEED INTERNET	PARKLAGOON CAMERAS	\$ 427.80						\$ 356.50					\$ 71.30
BOBCAT OF ST LOUIS	EQUIPMENT RENTAL	\$ 120.00								\$ 2,430.00	\$ 315.00	\$ 150.00	\$ 120.00
C & C LAWN & LANDSCAPING	GRASS CUTTING	\$ 8,815.00						\$ 5,920.00					
CEEKAY SUPPLY	CARBON DIOXIDE	\$ 52.29											
CHASE CO	TOOLS/EQUIPMENT RENTAL	\$ 317.55				\$ 317.55							
CHRIS AUFFENBERG FORD	VEHICLE MAINTENANCE	\$ 276.92	\$ 276.92										
CITY OF WASHINGTON	LANDFILL FEES	\$ 30.00				\$ 30.00							
COCHRAN	TRAIL CONCEPT/DENTON RD BRIDGE	\$ 24,160.70				\$ 22,125.70				\$ 2,035.00			\$ 15,790.41
COGENT	LIFT STATION/PUMP REPAIR	\$ 15,790.41											
CORE & MAIN	EQUIPMENT MAINTENANCE	\$ 935.90											\$ 230.00
CURTIS HEINZ & GARRETT	CITY ATTORNEY FEES - JULY	\$ 6,427.25	\$ 6,197.25			\$ 467.95					\$ 22.25	\$ 467.95	\$ 248.54
DA-COM	COPIER MAINTENANCE/PHOTOCOPIES	\$ 497.08											\$ 17.24
DOLLAR GENERAL	MISCELLANEOUS SUPPLIES	\$ 39.49											
EASTERN MISSOURI CONCRETE	CONCRETE - SILVERLAKE	\$ 1,060.25				\$ 1,060.25							
EASTLAKE CLEANING SVC	JANITORIAL SERVICES	\$ 780.00								\$ 780.00			
EMERGENCY LAWN CARE	WEED ABATEMENT	\$ 875.00				\$ 875.00							
ENVIRONMENTAL RESEARCH	INVESTIGATION/TESTING-DENTON RD	\$ 4,320.00				\$ 4,320.00							
EUREKA RENTAL	EQUIPMENT MAINTENANCE	\$ 179.66				\$ 179.66							
FRANCOTYP-POSTALIA	POSTAGE METER MAINTENANCE	\$ 231.00	\$ 23.10	\$ 23.10				\$ 23.10			\$ 115.50	\$ 23.10	\$ 23.10
FRANKLIN COUNTY CONCRETE	CONCRETE - OLD GRAY SUMMIT	\$ 523.50				\$ 523.50							
GALLAGHER MECHANICAL	LIGHT POLE REPLACEMENT	\$ 10,450.00				\$ 10,450.00							
GOVERNMENTOR	SOFTWARE MAINTENANCE	\$ 287.50											
HR GREEN	STORMWATER NEEDS ASSESSMENT	\$ 7,077.97				\$ 7,077.97						\$ 7,077.97	
HAWKINS	CONCRETE	\$ 615.50				\$ 205.17		\$ 205.17				\$ 1,332.85	\$ 205.16
HELFRICH HOTZ BRANDT	WATER TREATMENT	\$ 1,332.85											
HOME SERVICE OIL CO	PROSECUTOR FEES - JULY	\$ 1,804.50		\$ 1,804.50									
INTOXIMETERS	FUEL	\$ 301.88				\$ 100.62						\$ 100.63	\$ 100.63
JOHN DEERE FINANCIAL	BREATHALYZER MACHINE SUPPLIES	\$ 154.00	\$ 154.00										
LEON UNIFORM CO	MISCELLANEOUS SUPPLIES	\$ 278.65	\$ 86.34					\$ 38.97	\$ 35.97		\$ 56.02	\$ 15.98	\$ 45.37
LUS POOL & SPA	UNIFORMS	\$ 742.98	\$ 742.98										
MAJOR CASE SQUAD	POOL CHEMICALS	\$ 1,374.95						\$ 1,374.95					
MARCO	PARTICIPATING AGENCY FEE	\$ 250.00	\$ 250.00										
MARXAM	SHRED BINS/COPIER MAINTENANCE	\$ 135.50	\$ 40.00	\$ 4.68							\$ 47.75	\$ 23.87	\$ 23.88
MCCLAIN RADAR SERVICE	POSTAGE METER MAINTENANCE	\$ 46.80	\$ 4.68	\$ 4.68			\$ 4.68				\$ 23.40	\$ 4.68	\$ 4.68
MISSOURI ONE CALL	RADAR CERTIFICATION	\$ 530.00	\$ 530.00			\$ 94.16						\$ 94.17	\$ 94.17
MISSOURI STATE HWY PATROL	UTILITY LOCATES	\$ 282.50											
MISSOURIAN MEDIA GROUP	MULES CHARGES JULY-SEPTEMBER	\$ 1,830.00	\$ 1,830.00										
MISSOURIAN MUNICIPAL LEAGUE	PUBLIC NOTICES	\$ 404.60								\$ 404.60			
MUNI LEAGUE OF METRO STL	TRAINING - MAYOR MYERS	\$ 50.00	\$ 50.00										
NAVITABS	DUES	\$ 626.00	\$ 626.00										
OFFICE EMPORIUM	OFFICE SUPPLIES	\$ 128.20	\$ 32.05							\$ 32.05	\$ 17.08	\$ 32.05	\$ 32.05
OMNIGO SOFTWARE	OFFICE SUPPLIES	\$ 338.37	\$ 102.79									\$ 109.25	\$ 109.25
OREILLY AUTO PARTS	SOFTWARE RENEWAL	\$ 13,264.78	\$ 13,264.78										
OUTDOOR WARNING CONSULT	VEHICLE MAINTENANCE	\$ 807.20	\$ 429.19			\$ 292.38					\$ 25,814.66		\$ 85.63
OVERHEAD DOOR CO	SYSTEM REPAIR - THORNTON UNIT	\$ 25,814.66											
PACIFIC LUMBER CO	DOOR REPAIR	\$ 406.30				\$ 135.44					\$ 135.43	\$ 135.43	\$ 135.43
PARTSMASTER	MISCELLANEOUS SUPPLIES	\$ 485.34	\$ 46.23			\$ 75.35		\$ 89.85			\$ 18.66	\$ 18.66	\$ 255.25
PRINTERS & MORE	TOOLS	\$ 332.99				\$ 110.99					\$ 23.00	\$ 23.00	\$ 111.00
	PRINTER REPAIR	\$ 138.00	\$ 69.00	\$ 69.00						\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00

**AIA Type Document
Application and Certification for Payment**

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

PROJECT: Hogan Storm Water Imp
Hogan Rd
Pacific, MO

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

ARCHITECT'S PROJECT NO:

APPLICATION NO: 1
PERIOD TO: 7/31/2020

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: _____ **CONTRACT DATE:** _____

VIA ARCHITECT: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	337,180.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	337,180.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	93,034.90

5. RETAINAGE:

a. <u>5.00</u> % of Completed Work	\$	4,651.75
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	4,651.75

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$	88,383.15
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)

\$	0.00
----	------

8. CURRENT PAYMENT DUE

\$	88,383.15
----	-----------

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$	248,796.85
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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. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: Bylan **Date:** 8/5/20

State of: Missouri
County of: Franklin 5th
Subscribed and Sworn to before me this August 20

Notary Public: Kara Muthie
My Commission Expires: 3/6/24

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: _____

ARCHITECT: _____ **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.

Application and Certification for Payment

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

PROJECT: Hogan Storm Water Imp
 Hogan Rd
 Pacific, MO

APPLICATION NO: 1
PERIOD TO: 7/31/2020

ARCHITECT'S PROJECT NO:

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

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

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV QTY/%	PREV COMP	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Mobilization		LS	\$0.00	\$47,999.60	.0000%		\$0.00	50.0000%	\$23,999.80	\$0.00	50.0000%	\$23,999.80	50.00	\$23,999.80
2	Full Depth Saw Cut	3,720.000	LF	\$2.15	\$7,998.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,998.00
3	Type 5 MoDOT Base	262.000	CY	\$50.00	\$12,600.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,600.00
4	Curb and Gutter (30in Wide)	2,980.000	LF	\$21.00	\$62,580.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$62,580.00
5	8in Concrete Driveway Approach	245.000	SY	\$80.00	\$19,600.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$19,600.00
6	Full Depth Pavement Repair (Street Cuts)	104.000	SY	\$160.00	\$16,640.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$16,640.00
7	4in Thick Concrete (Transition Piece)	88.000	SY	\$50.00	\$4,400.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$4,400.00
8	2in BP-2 Surface Mix (Transition Piece)	30.000	TON	\$310.00	\$9,300.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$9,300.00
9	30in HDPE Storm Pipe (Including Rock Bedding)	421.000	LF	\$78.20	\$32,922.20	.0000		\$0.00	421.0000	\$32,922.20	\$0.00	421.0000	\$32,922.20	100.00	\$0.00
10	24in HDPE Storm Pipe (Including Rock Bedding)	348.000	LF	\$54.30	\$18,896.40	.0000		\$0.00	173.0000	\$9,393.90	\$0.00	173.0000	\$9,393.90	49.71	\$9,502.50
11	18in HDPE Storm Pipe (Including Rock Bedding)	410.000	LF	\$40.00	\$16,400.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$16,400.00
12	15in HDPE Storm Pipe (Including Rock Bedding)	333.000	LF	\$59.10	\$19,680.30	.0000		\$0.00	50.0000	\$2,955.00	\$0.00	50.0000	\$2,955.00	15.02	\$16,725.30
13	12in HDPE Storm Pipe (Including Rock Bedding)	393.000	LF	\$46.50	\$18,274.50	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$18,274.50
14	30in Flared End Section	1.000	EA	\$865.00	\$865.00	.0000		\$0.00	1.0000	\$865.00	\$0.00	1.0000	\$865.00	100.00	\$0.00
15	Pre-Cast Storm Manhole (per MSD)	1.000	EA	\$1,905.00	\$1,905.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,905.00
16	42in Dia Curb Inlet (MSD Single Street Inlet)	7.000	EA	\$2,060.00	\$14,420.00	.0000		\$0.00	2.0000	\$4,120.00	\$0.00	2.0000	\$4,120.00	28.57	\$10,300.00
17	48in Dia Curb Inlet (MSD Single Street Inlet)	3.000	EA	\$2,060.00	\$6,180.00	.0000		\$0.00	1.0000	\$2,060.00	\$0.00	1.0000	\$2,060.00	33.33	\$4,120.00
18	60in Dia Curb Inlet (MSD Single Street Inlet)	4.000	EA	\$3,610.00	\$14,440.00	.0000		\$0.00	4.0000	\$14,440.00	\$0.00	4.0000	\$14,440.00	100.00	\$0.00
19	Rip Rap	43.000	SY	\$53.00	\$2,279.00	.0000		\$0.00	43.0000	\$2,279.00	\$0.00	43.0000	\$2,279.00	100.00	\$0.00
20	Inlet Protection	14.000	EA	\$150.00	\$2,100.00	.0000		\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,100.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Pacific
 300 N Hoven St.
 Pacific, MO 63069
PROJECT: Hogan Storm Water Imp
 Hogan Rd
 Pacific, MO
APPLICATION NO: 1
PERIOD TO: 7/31/2020
DISTRIBUTION TO:
 - OWNER
 - CONSTRUCTION MANAGER
 - ARCHITECT
 - CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
 4923 South Point Rd
 Washington, MO 63090
ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT DATE:

VIA ARCHITECT:

CONTRACT FOR:

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
21	Finish Grading/Seed and Straw (all disturbed areas)	.350	AC	\$22,000.00	\$7,700.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,700.00
REPORT TOTALS					\$337,180.00		\$0.00		\$93,034.90			\$93,034.90		\$244,145.10

00621 APPLICATION FOR PAYMENT NO. 2

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

For Work accomplished through the date of: 8-4-2020

1 Original Contract Price:	\$	<u>\$362,720.00</u>
2 Net Change Orders and Written Amendments (+ or -):	\$	<u>\$0.00</u>
3 Current Contract Price (1 plus 2):	\$	<u>\$362,720.00</u>
4 Total completed and stored to date:	\$	<u>\$264,951.91</u>
5 Retainage (per Agreement):		
10.00% of completed Work:	\$	<u>\$25,889.25</u>
10.00% of stored material:	\$	<u>\$605.94</u>
6 Total completed and stored to date less retainage (4 minus 5)	\$	<u>\$238,456.72</u>
7 Less previous Application for payments:	\$	<u>\$214,133.40</u>
8 DUE THIS APPLICATION (6 MINUS 7):	\$	<u>\$24,323.32</u>

Accompanying Documentation: _____

CONTRACTOR'S Certification:

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

Dated: 8-7-20

State of: MO

County of: FRANKLIN

Subscribed and sworn to before me this _____

day of August 2020 ^{7th}

Notary Public: Jessica D Today

My Commission expires: 11-27-21

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8-7-20

Jessica D Today

By: Ray Coultter
 CONTRACTOR

R. Conway
 By: _____
 ENGINEER



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

Material Stored Osage Street Water Line Project (Pacific Mo)

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

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

Bid Item # 11 (Connection of Existing Service Lines)

8x3/4 saddle for hdpe	5	\$ 131.65	ea	\$	658.25
		Total:		\$	658.25

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

8x3/4 saddle for hdpe	16	\$ 131.65	ea	\$	2,106.40
		Total:		\$	2,106.40
		Grand Total:		\$	2,764.65

Certified Payroll Report

Contractor: GULLET CONTRACTING, LLC

103 Metrocom Dr.
Pacific, MO 63069

Project: City of Pacific, Osage St Water Main

300 Hoven Dr
Pacific, MO 63069

Project/Contract#

Payroll Number 7
For Week Ending 7/14/2020

Employee Name	Work ID	Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Deduct	Net Pay	Total
				Wed 8	Thu 9	Fri 10	Sat 11	Sun 12	Mon 13	Tue 14															
Frankenberg, Kyle W	6726	Laborer-Prevalling Wage	RT	5.12	8.90	9.65				23.67	23.67	44.44	1,061.89	0.00	24391	2,174.84	134.84	31.53	391.00	101.00	0.00	0.00	658.37	1,516.47	
Frankenberg, Kyle W	6726	Pipe Fitter Prevalling Wage	RT	2.00						2.00	2.00	67.76	135.52	0.00	24391	2,174.84	134.84	31.53	391.00	101.00	0.00	0.00	658.37	1,516.47	
Klein, Stephen P	0780	Pipe Fitter Prevalling Wage	RT	1.00			1.00			2.00	2.00	67.76	135.52	0.00	24397	1,770.28	106.06	24.31	261.00	76.00	58.66	0.00	527.53	1,242.75	
Klein, Stephen P	0780	Operating Engineer Prevalling W	RT	4.00	5.00	4.00				20.00	20.00	62.35	1,247.00	0.00	24397	1,770.28	106.06	24.81	261.00	76.00	59.66	0.00	527.53	1,242.75	
Klein, Stephen P	0780	Laborer-Prevalling Wage	RT				3.00	1.00		4.00	4.00	44.44	177.76	0.00	24397	1,770.28	106.06	24.81	261.00	76.00	59.66	0.00	527.53	1,242.75	
Long, Zachary T	3050	Operating Engineer Prevalling W	RT	1.73						1.73	1.73	62.35	70.66	0.00	24399	2,413.28	149.62	35.00	448.00	114.00	0.00	0.00	746.62	1,666.66	
Long, Zachary T	3050	Laborer-Prevalling Wage	RT				10.00	7.95		17.95	17.95	44.44	797.85	0.00	24399	2,413.28	149.62	35.00	448.00	114.00	0.00	0.00	748.62	1,666.66	
Long, Zachary T	3050	Pipe Fitter Prevalling Wage	RT						1.00	1.00	1.00	67.76	67.76	0.00	24399	2,413.28	149.62	35.00	448.00	114.00	0.00	0.00	748.62	1,666.66	
Schropp, John J	4215	Laborer-Prevalling Wage	RT							2.30	2.30	44.44	102.21	0.00	24401	1,257.81	77.99	18.23	161.00	52.00	0.00	0.00	309.22	948.59	

Certified Payroll Report

Contractor GULLET CONTRACTING LLC
 103 Metrocom Dr.
 Pacific, MO 63069

Project

City of Pacific/Osage St. Water Main
 300 Hoven Dr
 Pacific, MO 63069

Project/Contract #
 Payroll Number 8
 For Week Ending 7/21/2020

Employee Name	ID	Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Wed 15	Thu 16	Fri 17	Sat 18	Sun 19	Mon 20	Tue 21														
Klein, Stephen P	0780	Operating Engineer	Prevailing Wage	RT	4.00	4.00	5.00	5.00	5.00	23.00	23.00	52.35	1,434.05		0.00	24446	1,952.85	117.38	27.45	303.00	86.00	59.66	593.49	1,359.36
Klein, Stephen P	0780	Pipe Fitter	Prevailing Wage	RT	1.00	1.00	1.00	1.00	1.00	5.00	5.00	67.76	338.80		0.00	24446	1,952.85	117.38	27.45	303.00	86.00	59.66	593.49	1,359.36
Long, Zachary T	3050	Laborer	Prevailing Wage	RT	7.87	5.40	8.73		4.42	26.22	26.22	44.44	1,165.36		0.00	24448	1,864.52	117.46	27.47	323.00	86.00	0.00	553.93	1,340.59
Long, Zachary T	3050	Pipe Fitter	Prevailing Wage	RT	1.00	1.00				2.00	2.00	67.76	135.52		0.00	24448	1,894.52	117.46	27.47	323.00	86.00	0.00	553.93	1,340.59
Schropp, John J	4215	Laborer	Prevailing Wage	RT				7.43	9.10	16.23	16.23	44.44	721.41		0.00	24450	1,666.13	103.30	24.16	251.00	74.00	0.00	452.46	1,213.67
Schropp, John J	4215	Pipe Fitter	Prevailing Wage	RT				1.00		1.00	1.00	67.76	67.76		0.00	24450	1,686.13	103.30	24.16	251.00	74.00	0.00	452.46	1,213.67

Certified Payroll Report

Contractor GUILLET CONTRACTING LLC
103 Metrocom Dr.
Pacific, MO 63069

Project City of Pacific:Osage St Water Main
300 Hoven Dr
Pacific, MO 63069

Project/Contract #
Payroll Number 9
For Week Ending 7/28/2020

Employee Name	ID	Work Classification	Hours Worked by Day							Total Hours	Paid Rate	Job Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Total Deduct	Net Pay
			Wed 22	Thu 23	Fri 24	Sat 25	Sun 26	Mon 27	Tue 28													
Frankenberg, Kyle W	6726	Laborer-Prevailing Wage				6.93	9.76		15.69	15.69	44.44	697.26	0.00	24475	1,690.72	104.83	24.52	275.00	75.00	0.00	479.35	1,211.37
Frankenberg, Kyle W	6726	Pipe Fitter Prevailing Wage				2.00			2.00	2.00	67.76	135.52	0.00	24475	1,690.72	104.83	24.52	275.00	75.00	0.00	479.35	1,211.37
Frankenberg, Kyle W	6726	Operating Engineer Prevailing W				1.00			1.00	1.00	62.35	62.35	0.00	24475	1,690.72	104.83	24.52	275.00	75.00	0.00	479.35	1,211.37
Klein, Stephen P	0780	Operating Engineer Prevailing W				5.00	5.00	5.00	23.00	23.00	62.35	1,434.05	0.00	24480	2,968.94	184.07	43.05	561.00	144.00	0.00	932.12	2,036.82
Klein, Stephen P	0780	Laborer-Prevailing Wage				1.00			1.00	1.00	44.44	177.78	0.00	24480	2,968.94	184.07	43.05	561.00	144.00	0.00	932.12	2,036.82
Klein, Stephen P	0780	Pipe Fitter Prevailing Wage				1.00			1.00	1.00	67.76	203.28	0.00	24480	2,968.94	184.07	43.05	561.00	144.00	0.00	932.12	2,036.82
Schropp, John J	4215	Laborer-Prevailing Wage				7.76	6.28	8.18	24.23	24.23	44.44	1,076.78	0.00	24485	1,770.14	109.74	25.67	274.00	79.00	0.00	488.41	1,281.73
Schropp, John J	4215	Pipe Fitter Prevailing Wage				1.00			1.00	1.00	67.76	67.76	0.00	24485	1,770.14	109.74	25.67	274.00	79.00	0.00	488.41	1,281.73

Certified Payroll Report

Contractor **GULLET CONTRACTING LLC**
 103 Metrocom Dr.
 Pacific, MO 63069

Project **City of Pacific-Osage St Water Main**
 300 Hoven Dr
 Pacific, MO 63069

Project/Contract #
 Payroll Number **10**
 For Week Ending **8/4/2020**

Employee Name	ID	Work Classification	Hours Worked by Day							Pay Type	Wed 29	Thur 30	Fri 31	Sat 1	Sun 2	Mon 3	Tue 4	Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Deduct	Total Net Pay
			3:35	7:33	7:33	2:00	1:00	1:00	1:00																							
Frankenberg, Kyle W	6726	Pipe Fitter-Prevailing Wage	RT	2.00													2.00	2.00	67.76	135.52	0.00	24523	1,450.11	88.90	21.03	222.00	62.00	0.00	394.93	1,055.18		
Klein, Stephen P	0780	Pipe Fitter-Prevailing Wage	RT	1.00	1.00	1.00											3.00	3.00	67.76	203.28	0.00	24528	1,880.69	112.91	26.40	285.00	82.00	59.66	566.97	1,313.72		
Klein, Stephen P	0780	Operating Engineer-Prevailing W	RT	5.00	3.00	3.00											15.00	15.00	62.35	935.25	0.00	24528	1,880.69	112.91	26.40	285.00	82.00	59.66	566.97	1,313.72		
Klein, Stephen P	0780	Laborer-Prevailing Wage	RT	2.00	2.00												4.00	4.00	44.44	622.16	0.00	24528	1,880.69	112.91	26.40	285.00	82.00	59.66	566.97	1,313.72		
Long, Zachary T	3050	Laborer-Prevailing Wage	RT														14.72	14.72	44.44	654.01	0.00	24531	1,711.57	106.12	24.82	280.00	76.00	0.00	486.94	1,224.63		
Long, Zachary T	3050	Operating Engineer-Prevailing W	RT														1.00	1.00	62.35	62.35	0.00	24531	1,711.57	106.12	24.82	280.00	76.00	0.00	486.94	1,224.63		
Long, Zachary T	3050	Pipe Fitter-Prevailing Wage	RT														2.00	2.00	67.76	135.52	0.00	24531	1,711.57	106.12	24.82	280.00	76.00	0.00	486.94	1,224.63		

FRANKLIN COUNTY

COUNTY CLERK



400 EAST LOCUST STREET
ROOM 201
UNION, MISSOURI 63084
CLERK: (636) 583-6355
VOTER REGISTRATION: (636) 583-6364
FAX: (636) 583-7320
www.franklinmo.org

TIM BAKER
County Clerk
tbaker@franklinmo.net

MEMO

JEANNINE STEVENS
Chief Deputy
jstevens@franklinmo.net

DATE: August 7, 2020
TO: Taxing Entities of Franklin County
FROM: Jeannine Stevens, Chief Deputy County Clerk
RE: Information for 2020

JANE LUECHTEFELD
Director of Elections
jluechtefeld@franklinmo.net

Enclosed please find the Notice of Aggregate Valuation for 2020 with the "After" BOE values. These values are the **FINAL** figures from Franklin County and will be used on the Pro-Forma Worksheet. (As always, these values could be revised due to the decisions made by the State Tax Commission.)

Don't forget: you will **not** be able to use the "calculator" on the State Auditor's website as the "Pro Forma" as we have in the past. It can only be used for calculating purposes.

The State Auditor will prepare the tax rate computations (aka – Pro Forma) from the information provided by the County Clerk's Office after the BOE adjourns. When we have received the computations from the State Auditor, we will forward the information to all taxing entities through the mail or email (if you requested it in that format). If you prefer your Pro Forma be emailed to you instead of the regular mail, and have not yet requested to do so, please provide your email address along with a note stating your preference to: Jeannine Stevens at: jstevens@franklinmo.net

As in the past, you are still required to forward the Pro Forma Worksheet back to the County Clerk's Office with original signatures by September 1st.

Pursuant to RSMo, Section 67.110, paragraph 1: Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by September first, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

Also enclosed is a copy of the Valuation for Franklin County as of August 2020.

If you have any questions please contact Jeannine in the County Clerk's Office at (636)583-6366. Thank you for your cooperation.

FRANKLIN COUNTY MISSOURI

NOTICE OF AGGREGATE VALUATION FOR 2020

POLITICAL SUBDIVISION :

CITY OF PACIFIC

STATE OF MISSOURI)

)ss

County of Franklin)

I, Timothy A. Baker, County Clerk of Franklin County, State of Missouri, do hereby certify the aggregate assessed valuation of the above named political subdivision in Franklin County after the Franklin County Board of Equalization.

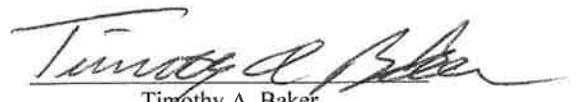
REAL ESTATE

LOCALLY ASSESSED		
Sub Class 1 Residential	58,914,008	
Sub Class 1 RR & Utilities	0	
TOTAL SUB CLASS 1 LOCAL REAL ESTATE	58,914,008	
Sub Class 2 Agricultural	1,043,571	
Sub Class 2 RR & Utilities	9,186	
TOTAL SUB CLASS 2 LOCAL REAL ESTATE	1,052,757	
Sub Class 3 Commercial, Industrial	38,714,423	
Sub Class 3 RR & Utilities	29,921	
TOTAL SUB CLASS 3 LOCAL REAL ESTATE	38,744,344	
TOTAL LOCAL ASSESSED REAL ESTATE		98,711,109
STATE ASSESSED		
Sub Class 3 RR & Utilities	3,582,124	
TOTAL SUB CLASS 3 STATE REAL ESTATE	3,582,124	
TOTAL STATE ASSESSED REAL ESTATE		3,582,124
TOTAL ALL REAL ESTATE:		102,293,233
PERSONAL PROPERTY		
LOCALLY ASSESSED		
Personal Property	29,045,458	
RR & Utilities	3,358	
TOTAL LOCAL ASSESSED PERS PROP		29,048,816
STATE ASSESSED		
State Assessed RR & Utilities	762,804	
TOTAL STATE ASSESSED PERS PROP		762,804
TOTAL ALL PERSONAL PROPERTY:		29,811,620
TOTAL VALUATION REAL ESTATE & PERSONAL PROPERTY:		132,104,853

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This information is transmitted to assist you in complying with Section 67.110 RSMo, which requires that notice be given and public hearings be held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Franklin County, Missouri at my office in Union this 7th day of August, 2020.



Timothy A. Baker
FRANKLIN COUNTY CLERK

VALUATION FOR FRANKLIN COUNTY AS OF AUGUST 2020

Sub Class 1 Real Estate Residential	1,085,046,561
Sub Class 1 Real Estate Residential Local RR & Utilities	2,071
Sub Class 2 Real Estate Agricultural	50,054,549
Sub Class 2 Real Estate Agricultural Local RR & Utilities	162,187
Sub Class 3 Real Estate Commercial	357,038,438
Sub Class 3 Real Estate Commercial Local RR & Utilities	19,327,579
Sub Class 3 Real Estate State Assessed RR & Utilities	149,743,790
Personal Property	376,165,993
Personal Property Local RR & Utilities	31,273,710
Personal Property State Assessed RR & Utilities	25,662,544
Sub-Total Assessed Valuation	\$2,094,477,422
* Less TIF Valuation	6,794,347
Total Assessed Valuation	\$2,087,683,075

Dated: August 7, 2020


Timothy A. Baker, Franklin County Clerk

City Clerk Highlights

August 3-14, 2020

- Balance Collectors Account for July
- Board meeting on 8-4 minutes and process paperwork
- Work in collectors office – shorthanded due to leaves and vacations
- MPF and MSF fee's/reports ran and sent in
- Staff meeting
- Journal entries posted for fiscal year 19-20 to spreadsheet for newspaper and emailed
- Figure tax rate off of State's Calculator Worksheet. This is only preliminary numbers. Sent in for public hearing. Need two readings at 8-18-20 Board meeting to meet Franklin County requirements.
- Paperwork and account verifications for CDBG and FEMA buyouts
- Monthly sales tax
- 2 vacation days
- Sunshine request
- Quarterly Sales Tax
- Follow up with people in E. Osage CID
- Balanced 16 bank accounts
-