

**NOTICE OF OPEN MEETING and VOTE TO CLOSE PART OF THE MEETING
OF THE BOARD OF ALDERMEN OF THE CITY OF VERSAILLES, MISSOURI
Tuesday, SEPTEMBER 10, 2024**

6:30 P.M.

City Hall - 104 N. Fisher, Versailles – Upstairs

And via Zoom

<https://us02web.zoom.us/j/87852089420?pwd=dudowbErvAr3OJKWGfPgjRkrvOa9V.1>

Meeting ID: 878 5208 9420 Passcode: 666745

The tentative agenda of this meeting includes:

- I. **Call to Order**.....6:30 pm
- II. **Pledge of Allegiance**
- III. **Minutes, Corrections and Approval**– Regular Session – August 13, 2024
Closed Session – August 13, 2024
Special Session – August 15, 2024
- IV. **Approval of Accounts**
- V. **Introduction of Guests:**
- VI. **Department Reports**
 - 1. Jamie Morrow, Mayor
 - 2. Bobbie Garber, Finance Officer
 - 3. Duane Miller, Fire Chief
 - 4. Charles Hibdon, Supt. Public Works
 - 5. Lonnie Madole, Wastewater System Manager
 - 6. Ann Black, Grant Administrator / Community Development Director
 - 7. Chad Hartman, Chief of Police/ Code Enforcement/Planning & Zoning Officer
 - 8. Airport Commission
 - 9. Park Board
- VII. **Unfinished Business**
 - 1. Lagers Initial Valuation
 - 2. Ordinance – Bulk Water Prices
- VIII. **New Business**
 - 1. Appointment of City Attorney & Acceptance of Current Attorney Resignation
 - 2. Purchasing Street Signs
 - 3. Budget worksheets due first week of October
 - 4. Scheduling budget meetings – Nov. 5 & Nov. 26
 - 5. Bid opening for ARPA project in October
 - 6. Total H2O Solutions – mailed letter awareness
 - 7. Retaining highway access from city streets along Highways 5 & 52
 - 8. Combination of two lots on N. Monroe
 - 9. Exchange of property and lot line changes at Carpenter-Guenther and Quality Industries
 - 10. Cochran change order
 - 11. Trail Use License Agreement
- IX. **Council Requests for Discussion**
- X. The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to Sections 610.021(1), 610.021(2), 610.021(3), 610.021(9), 610.021(11), 610.021(12), 610.021(13), 610.021(14), 610.021(16), and 610.021(17), RSMo.
- XI. **Adjournment**

Any person with a disability or language barrier desiring reasonable accommodations to attend this meeting may contact the City Clerk at 573-378-4634 Extension 3 to make arrangements twenty four hours in advance.

MINUTES OF THE REGULAR
CITY OF VERSAILLES BOARD OF ALDERMEN
CITY HALL

August 13, 2024

6:30 P.M. (due to CDBG Public Hearing)

City Hall – 104 N. Fisher, Versailles

& via Zoom

<https://us02web.zoom.us/j/89963507225?pwd=OPf4cF4YrZioj1m0nmlb0KMPGEERGF.1>

Meeting ID: 899 6350 7225 Passcode: 055095

The Board of Aldermen of the City of Versailles met in regular session at 6:30 p.m. on the above date in person and via Zoom with the following officials and department heads present: Mayor Morrow, Alderpersons Brian Bias, Kriston Bentch and Dina Dunklee. Clerk Webb, Financial Officer Garber, Financial Officer Stone, Police Chief Hartman, City Attorney Andrew Hardwick, Superintendent of Public Works Charles Hibdon, Ann Black and Lonnie Madole and Verlon Persinger of Alliance Water Resources.

Others present were Travis Kurtz, Milton Lehman, Becky Callaghan, Lea Jones, Leroy Wood, Dani Campbell, Jaquie Brewer, Laura and Evan Coons and others who did not sign in.

Mayor Morrow called the meeting to order at 6:30 p.m. and opened with the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Alderperson Dunklee seconded by Alderperson Bentch to approve the regular minutes of July 9, 2024 and closed session minutes of July 9, 2024 as presented. Motion carried by the following vote: Bentch, yea; Dunklee, yea; Bias, yea (vacancy).

APPROVAL OF ACCOUNTS

Motion was made to approve the attached accounts and in addition a bill from Vestis (previously Aramark) totaling \$910.50 and a bill from Sensaphone totaling \$299.40 by Alderperson Bias, seconded by Alderperson Dina. Motion carried by the following vote: Bentch, yea; Dunklee, yea; Bias, yea (vacancy).

Travis Kurtz – Fireworks at Sonics last car show of the year

Motion was made by Alderperson Dunklee, seconded by Alderperson Bentch to allow Sonic Drive-In to shoot off fireworks at their last car show of the year on Sept. 21, 2024. Motion carried by the following vote: Bentch, yea; Dunklee, yea; Bias, yea (vacancy).

REPORTS

Mayor Morrow

1. Becky Samson inquired about tending the plants around welcome to Versailles signs at each entrance to town and around the Apple at the 4-way. She will have a budget to adhere to. The Versailles Area Chamber of Commerce could aid in the budget. This will be discussed.
2. Will be speaking to Co-Mo Connect to see about placing cameras at the recycling bin and wells as there is illegal dumping occurring and its important to keep the wells safe.

3. Went to a mental health meeting involving Morgan and Moniteau Counties. There is now a National Suicide Hotline 988. Dispatchers are being trained to tell the difference between a mental health crisis and a 911 emergency as to alert the correct authority or refer the correct entity to the location of the call.
4. Brandi Stone and Molly Villa, the city's two newest employees are doing well.
5. There is a new public notice board right outside the front door at city hall.
6. Motion was made by Alderperson Bias, seconded by Alderperson Dunklee to approve the mayors signature on the Cochran revisions to the sewer project on McNair St.. Motion carried by the following vote: Bentch, yea; Dunklee, yea; Bias, yea (vacancy).

Duane Miller – Fire Chief

1. Spoke with Morgan County about radios from ARPA money. Do not know the answer yet.
2. FEMA grant – will not know if awarded until September, 2024.

Charles Hibdon – Superintendent of Public Works

1. Starting meter replacement end of August.
2. Have some money left in the budget since the USDA loan was put on hold. Going to possibly get a truck or two from state surplus and will look into UTV as well.

Lonnie Madole – Alliance Water Resources

1. School project is done other than some clean up, went well. Lift station is running and working as it should.
2. Have started scraping buildings at the plant to get them ready for painting.

Ann Black – Grant Writer / Economic Development

1. Working on CDBG grant application

Chad Hartman – Police Chief and Erik Hellstrom – Assistant Chief

1. School Resource Officers did ALICE training at the school to get everyone ready.
2. Received a \$41,662.34 50% grant from ARPA funds. Will be used for radios and repeaters. The match of \$20,531.12 will take the police department over budget. Motion was made by Alderperson Bias, seconded by Alderperson Dunklee to approve paying the 50% match of \$20,531.12 for the ARPA grant. Motion carried by the following vote: Bentch, yea; Dunklee, yea; Bias, yea (vacancy).

Airport

1. A gentleman is interested in a hangar

Park

1. Had quorum. Closed the pool August 11 due to water filter issue. Will be getting bids for a new chlorine filter system.

Unfinished Business

Introduction of Bill No. 24-012 Storage of Vehicles

AN ORDINANCE AMENDING THE LANGUAGE OF NUISANCE OF A DAMAGED OR DISABLED VEHICLE AND TO ESTABLISH THE EFFECTIVE DATE HEREOF

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-012 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-012 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks "shall the bill pass"? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-012 becomes Ordinance No. 24-012.

Introduction of Bill No. 24-013 Vacation Time Roll Over

AN ORDINANCE AMENDING THE VACATION POLICY AND TO ESTABLISH THE EFFECTIVE DATE THEREOF

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-013 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-013 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks "shall the bill pass"? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-013 becomes Ordinance No. 24-013.

New Business

Appointment of City Attorney

1. Current City Attorney Andrew Hardwick was elected circuit court judge for the 26th judicial district of the State of Missouri. He will go into office around October 1, 2024. Mr. Hardwick will suggest some names of some attorneys. It could be possible that the City will need to hire two attorneys one for prosecuting attorney and one for city attorney. After the recommendations are received the Aldermen will discuss.

Mayor ProTem

Mayor Morrow nominates Brian Bias as Mayor ProTem.

Motion was made by Alderperson Dunklee, seconded by Alderperson Bentsch to appoint Brian Bias the Mayor ProTem. Motion carried by the following vote: Bentsch, yea; Dunklee, yea; Bias, abstained (vacancy).

Chris Clark – Request vacation of utility easement – Monroe St.

At the request of the Board of Aldermen Mr. Clark will get the easement marked by dig rite. The combination of the lots will be done at planning and zoning.

Motion was made by Alderperson Bias, seconded by Alderperson Dunklee to vacate the utility easement between Block L & M of Scottens Addition to the City of Versailles. Motion carried by the following vote: Bentsch, yea; Dunklee, yea; Bias, yea (vacancy).

LAGERS

Talk to some cities who have LAGERS to see what they think of it. Get someone from LAGERS to come and speak to the board and employees. Tabled.

Tree Bids

The low bid was from KW Tree Service in the amount of \$11,550.00. City of Versailles can cut three of the trees taking them off of the list and bringing the bid down to \$9750.00 to be under budget of \$10,000.00.

Motion was made by Alderperson Bias, seconded by Alderperson Bentsch to accept the bid from KW Tree Service of \$9750.00. Motion carried by the following vote: Bentsch, yea; Dunklee, yea; Bias, yea (vacancy).

New Copier at City Hall

Motion was made by Alderperson Bias, seconded by Alderperson Dunklee to purchase a copier from Office Business Equipment in the amount of \$4195.00. Motion carried by the following vote: Bentsch, yea; Dunklee, yea; Bias, yea (vacancy).

Bulk Water Purchases

Currently the price for bulk water purchase is \$3.50 per 1,000 gallons. It was proposed to change the price to \$15 per filled container up to 1,000 gallons. Over 1,000 gallons \$7.00 per 1,000. Tabled until next month.

Conflict of Interest Policy for CDBG

Motion was made by Alderperson Bentsch, seconded by Alderperson Dunklee to approve the conflict on interest policy that must be passed to apply for the CDBG grant.. Motion carried by the following vote: Bentsch, yea; Dunklee, yea; Bias, yea (vacancy).

Introduction of Resolution R-24-04

A RESOLUTION OF THE CITY OF VERSAILLES, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT

Motion made by Alderperson Bias seconded by Alderperson Dunklee to have the clerk do the first reading of Resolution R-24-04 by title only. Motion carried by the following roll call vote: Vacancy;

Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Dunklee seconded by Alderperson Bentch to have the city clerk do the second reading of Resolution R-24-04 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks “shall the resolution pass”? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Resolution R-24-04 has passed.

Introduction of Bill No. 24-014 Fair Housing

AN ORDINANCE PROVIDING “FAIR HOUSING” FOR THE CITY OF VERSAILLES, MISSOURI. DEFINING DISCRIMINATORY HOUSING PRACTICES AND CREATING A FAIR HOUSING COMMITTEE AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-014 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-014 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks “shall the bill pass”? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-014 becomes Ordinance No. 24-014.

Introduction of Bill No. 24-015 Tax Levy

AN ORDINANCE SETTING THE TAX LEVY FOR AD VALOREM TAXES IN THE CITY OF VERSAILLES FOR 2024.

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-015 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-015 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks “shall the bill pass”? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-015 becomes Ordinance No. 24-015.

Introduction of Bill No. 24-016 Conflict of Interest

AN ORDINANCE REAFFIRMING AND READOPTING ORDINANCE 1279 PERTAINING TO AS PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST.

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-016 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-016 by title only.

Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks “shall the bill pass”? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-016 becomes Ordinance No. 24-016.

Before the passing of Bill 24-017 there was discussion. A development plan can come together quickly after ordinance is passed. There is a date of Dec. 1, 2029 in which project must be complete or the lease can be terminated. Development plan of hotel on city lot will be presented and approved by Board of Aldermen before breaking ground. City of Versailles will not lose the property and will have a say-so as the project progresses.

Introduction of Bill No. 24-017 GROUND LEASE – HOTEL PROJECT – “OLD MFA” ACROSS FROM FIRE DEPT.

AN ORDINANCE APPROVING MASTER LEASE AND A FUNDING AGREEMENT BETWEEN THE CITY OF VERSAILLES, MO AND MAIN STATION HOLDINGS, LLC.

Motion made by Alderperson Dunklee seconded by Alderperson Bentch to have the clerk do the first reading of Bill No. 24-017 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the first reading by title only. Motion by Alderperson Bentch seconded by Alderperson Dunklee to have the city clerk do the second reading of Bill No. 24-017 by title only. Motion carried by the following roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. The clerk did the second reading by title only. Mayor Morrow asks “shall the bill pass”? Roll call vote: Vacancy; Bentch, yea; Dunklee, yea; Bias, yea. Mayor Morrow announces that Bill No. 24-017 becomes Ordinance No. 24-017.

Motion was made by Alderperson Bentch, seconded by Alderperson Dunklee to go into closed session pursuant to RSMo 610.021 (1) pertaining to hiring, firing, discipline and pay of employees.

Closed Session After returning to open session it was announced that Christopher Adams and Todd Brison were hired at a rate of \$16.25 and Ryan Murdock is hired for heavy equipment and project part time at the rate of his current contracted rate 2024.

Motion by Alderperson Bentch seconded by Alderperson Bias to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 7:33 p.m.

Jamie Morrow, Mayor

ATTEST:

Libby Webb, City Clerk

MINUTES OF THE SPECIAL SESSION
CITY OF VERSAILLES BOARD OF ALDERMEN
CITY HALL
August 15, 2024
9:30 A.M.
City Hall – 104 N. Fisher, Versailles
& via Facetime

The Board of Aldermen of the City of Versailles met in special session at 9:30 a.m. on the above date in person and via facetime with the following officials and department heads present: Mayor Morrow, Alderpersons Brian Bias, Kriston and Clerk Webb.

Mayor Morrow called the meeting to order at 9:30 a.m

New Business

Taking off and adding on of employees on bank signature card

- 1.** Motion was made by Alderperson Bias, seconded by Alderperson Bentch to approve taking Kayla Wilson off and adding Molly Villa on to the Bank of Versailles account signature card. Signatures included will be Jamie Morrow, Libby Webb, Brenda Nolting and Molly Villa. No financial officers will be on the signature card as they print checks and do the reconciliation. Motion carried by the following vote: Bentch, yea; Dunklee, absent; Bias, yea.

Motion was made by Alderperson Bias seconded by Alderperson Bentch to adjourn the meeting.

Meeting adjourned at 9:37 a.m.

Jamie Morrow, Mayor

ATTEST:

Libby Webb, City Clerk

PUBLIC HEARING
AUGUST 13, 2024
CITY HALL
5:30 P.M.

A public hearing was held at 5:30 p.m. on the above date. The purpose was to allow citizens' input on the proposed tax levy of 0.9758 per 100 dollars assessed valuation.

Officers in attendance were: Mayor Morrow, Alderpersons Kriston Bentch, Dina Dunklee and Brian Bias, Clerk Webb..

The purpose of the hearing was to hear citizens input on the proposed tax levy for 2024.

The 0.9758 is the tax rate computed and certified by the State Auditor.

There was no citizens input.

Motion by Alderperson Dunklee seconded by Alderperson Bias to adjourn. Motion carried unanimously by those in attendance.

The meeting adjourned at 6:00 p.m.

Jamie Morrow, Mayor

ATTEST:

Libby Webb, City Clerk

Memo

To: Mayor and City Council

From: Chief Hartman

Date: September 6, 2024

Re: Monthly Summary – August 2024

Total Reports – 144

Traffic Stops – 89

Traffic Citations Issued – 29

Fix-it Tickets - 0



Chief Chad Hartman

AUG

DATE AND PLACE	TYPE		CALL TIME	END TIME	PERSONAL ON CALL
8/1/2024 E Newton	Med	*	4:34	5:00	701
8/1/2024 W Magnolia	Med	*	7:57	8:01	701
8/1/2024 W Newton	Med	*	8:43	9:00	701
8/1/2024 Sequoia Ln	Med	*	18:12	18:40	701
8/1/2024 S Hunter St	Med	*	21:07	21:29	701
8/2/2024 S Hunter St	Med	*	7:39	7:55	701
8/2/2024 W Newton	Fire	*	12:52	13:23	701,702,706,721
8/2/2024 W Clay Rd	Med	*	14:48	15:16	701,706
8/3/2024 W Dekalb St	Med	*	21:46	23:19	701
8/4/2024 N Walnut St	Med	*	23:56	0:49	701
8/4/2024 S 2nd St	Med	*	4:12	4:22	701
8/4/2024 S Burke St	Med	*	4:42	5:02	701
8/4/2024 Sequoia Ln	Fire	*	22:38	23:02	701,726
8/5/2024 W Newton	Med	*	0:10	0:38	701
8/5/2024 N 5 Hwy	Fire	*	2:28	5:00	701,721,729,799
8/5/2024 W Newton	Training	*	18:00	22:00	701,702,706,721,724 726,729,737,741,799
8/5/2024 W Newton	Admin				799
8/6/2024 W Newton	Admin		8:30	11:00	799
8/6/2024 W Newton	Med	*	13:03	13:45	701,705,729,799
8/6/2024 W Newton	Admin		13:30	15:30	729

8/6/2024	S Burke St	Med	*	20:33	21:03	701,721,723
8/7/2024	N Monroe	Med	*	11:26	12:00	701
8/7/2024	W Hicks St	Med	*	19:58	20:25	701
8/8/2024	W Newton	Med	*	21:44	22:14	701
8/8/2024	N Richardso	Med	*	9:41	10:18	701,706
8/8/2024	S 5 Hwy	Med	*	11:25	12:04	701,721,741
8/8/2024	S Burke St	Med	*	17:08	17:15	701,721
8/9/2024	W Clay Rd	Med	*			701
8/9/2024	W Cleveland	Fire	*	20:25	20:40	701,702,721,726,799
8/10/2024	E Newton	Med	*	0:27	0:49	701
8/10/2024	S Burke St	Med	*	12:35	12:42	701
8/11/2024	W Newton	Admin		14:00	16:00	729
8/12/2024	S Walnut St	Med	*	11:59	12:12	701,721
8/13/2024	W Washing	Med	*	15:55	16:16	701
8/13/2024	S Burke St	Med	*	21:49	22:15	701
8/14/2024	Alum Spring	Admin	*	8:00	12:00	701
8/14/2024	E Newton	Med	*	20:46	21:14	701
8/15/2024	N Walnut St	Fire	*	14:50	15:21	701
8/16/2024	W Newton	Admin		11:00	13:00	729
8/17/2024	N Van Bure	Med	*	22:52	23:21	701
8/17/2024	Lyndon Ave	Med	*	16:58	17:15	701
8/17/2024	S Second St	Med		17:46	18:12	No Response
8/17/2024	S 5 Hwy	Med		18:01	18:26	721
8/18/2024	S Ross St	Med	*	18:47	19:03	701

8/19/2024	WestVue Dr	Med	*	9:10	9:41	701,741
8/20/2024	Mo Ave	Med	*	7:09	8:04	701,705
8/20/2024	W Clay Rd	Med	*	7:30	8:00	701
8/20/2024	E Newton	Med	*	18:56	19:19	701
8/21/2024	S Second St	Med	*	13:47	14:16	701,705
8/21/2024	E Newton	Med	*	19:50	20:22	701
8/21/2024	E Newton	Med	*	20:49	21:14	701
8/21/2024	E Newton	Med	*	23:02	23:11	701
8/23/2024	Petty Dr	Med	*	8:00	8:29	701,705
8/23/2024	W Newton	Admin				729
8/24/2024	W Newton	Med		8:49	9:27	No Response
8/25/2024	W Clay Rd	Med		0:07	0:18	No Response
8/26/2024	E Newton	Med	*	0:11	0:32	701
8/26/2024	S Ross St	Fire	*	10:42	11:00	701,705,737
8/26/2024	Fairgrounds	Fire	*	14:13	14:45	701
8/26/2024	N Hunter St	Med	*	19:50	20:44	701,705,706
8/27/2024	W Cleveland	Med	*	0:28	0:55	701
8/27/2024	S Burke St	Med	*	18:32	18:49	701
8/28/2024	E Newton S	Med	*	1:51	2:05	701
8/28/2024	W Newton	Fire	*	7:35	8:06	701
8/28/2024	W Newton	Admin	*	7:00	9:00	729
8/29/2024	E McNair St	Med	*	23:09	11:36	701
8/30/2024	Jones Ave	Med	*	21:07	21:13	701

8/31/2024 S 5 Hwy Med

12:22

12:39

705

8/31/2024 S 5 Hwy Med

12:22

12:39

705

Fire Call Overview

Admin.	8	8
Fire Calls	8	21
Med Calls	51	65
Training	1	10
Totals	68	104

Department Update

- I have checked on this FEMA grant and we probably will not find out anything until September, and with this grant we will be asking for portable radios on, the total of this grant is \$127,944.57 with our share being \$6,092.57. The grant was submitted on 3/4/24. We have not heard anything from this grant. We also put in an application for ARPA monies through the County. I have checked with the county and they have not given an answer yet. Commissioners are waiting to see if we get the FEMA grant before making a decision.
- The department has been working on the new addition, most of the insulation has been completed and getting ready to install some wiring. We will be looking at a Service Upgrade. We do not know any thing yet when Ameren America will redo the incoming power. Nothing has been done at this time.
- We will be working on a conservation grant that will be due around October 18th.
- The Fire Department will be ordering new bunker gear in October and possibly looking to purchase another frontline engine/pumper toward the end of the year. We will also finish the new addition.
- The department has put adds in the paper and the city's web site for volunteers with no results.
- We will get in contact with other departments to let them know that we have some gear that we will donate.
- **The department will be getting pump test on two of our apparatus soon.**
- The department is going to check on getting a Christmas decoration for the park through the association for next year. This has not been addressed as of yet.
- The department's total call volume for 2023-2024 are 669.

Decisions for September 2024

1. Fire Department Organizational Information

- The Fire Department has not been able schedule a walk through at Wal Mart as of this date.
- The Fire Department will be doing a walk through the Morgan Co. R-2 School the 16th.

General information for the Versailles Council

- Firefighter Skill Sheets
 - Skills are being performed and documented.
- Covid 19
 - The Fire Department will be answering medical responses. However, we will be wearing mask if the call requires us too. Gloves will be worn to all medical calls.
- Policies and Procedures
 - We are working on putting together information from other local fire departments Federal and State Mandated Policies and Procedures directly related to Fire Departments and their SOP's.
 - 2021 Code books will be at the Fire Station. We also have NFPA 70 National Electric code book and NFPA 13 Standard for the Installation of Sprinkler Systems.

MO LAGERS

- LAGERS is a defined benefit, different from our current 457 (b)
- Employer (city) pays for retirement benefit for vested employees (5 years of service) to get lifetime payments. There is no “match” so to speak however the city can choose to pay 0%, 25%, 50%, 75% or 100%.
- City could have employees pay 0%, 2%, 4% or 6% of salary to help with cost.
- Employees can purchase remaining service – can’t give specific cost until initial valuation. Have to be vested (5 years service) before purchase.
- City pays LAGERS a percentage of payroll and that money is invested.
- LAGERS is permanent and the city would be locked-in forever
- Citys cost is determined by elections (choices of plan in the hand out), how long employees have worked, how long they continue to work, employee pay and unfunded liability
- Must pay unfunded liability in one lump sum, several lump sums or a 20 year amortization schedule.
- Will not lose money invested prior in Voya.
- Specific costs will not be known without doing the initial valuation which will cost \$955.00
- LAGERS does not do presentations until after initial valuation because there will be no specific numbers to use until then.



What is LAGERS?

The Missouri Local Government Employees Retirement System (LAGERS) is a state-wide public pension plan created by the Missouri General Assembly in 1967. The system is designed to recruit and retain quality workers by providing defined benefit plans for local government employers.

HOW BENEFITS ARE CALCULATED



Benefit
Program



Final
Average
Salary



Credited
Service

Monthly Lifetime Benefit

All of LAGERS benefits utilize the above calculation based on each employer's elected benefits. Members increase their monthly lifetime benefit by earning service credits. The longer a member works within LAGERS, the larger their benefit will be when they leave the workforce.

VESTING

For a member to be guaranteed payment from LAGERS, they must attain 60 months of service within LAGERS.

MORE THAN JUST RETIREMENT BENEFITS: DISABILITY & SURVIVOR BENEFITS

LAGERS' members are also covered under pre-retirement disability and survivor benefits. These benefits are provided at a reduced cost due to the hundreds of employers partnering with LAGERS. All active members are eligible if the cause of disability or death is duty-related. Vested members are eligible if the cause of disability or death is non-duty related.



WORKFORCE MANAGEMENT

LAGERS is designed to recruit, retain and retire local government workers by providing a financial incentive that increases as an employee continues to work with a LAGERS employer.



FLEXIBLE ELECTIONS

LAGERS provides a wide range of employer benefit options to best meet an employer's recruitment needs and budgetary goals.



FUND SECURITY

LAGERS member assets are managed by professionals who have a fiduciary responsibility to LAGERS membership. LAGERS employers are also required by Missouri state law to make their full contributions to ensure their employees benefits are properly funded.

Your Elections

When choosing to partner with LAGERS, the governing body must make eight choices regarding LAGERS membership and the benefit elections it wishes to provide. The cost for these choices vary based on the benefit levels elected and the employer's workforce dynamics. Prior to joining, the employer must obtain an initial valuation which details the unique costs of partnering with LAGERS.

ONE TIME ELECTIONS

1 ELECTION TO PROVIDE COVERAGE:

Providing a secure defined benefit plan requires a sound funding partnership between LAGERS and the subdivision. As such, LAGERS statutes require a permanent partnership and mandate full required monthly contributions.

Effective date of membership:

_____ 1, 20_____

2 DEPARTMENTS COVERED:

Employers must cover a general (civilian) department. They may also elect to cover police, fire and/or public safety departments either at the time of joining or a later date. Coverage of a department is a permanent election. Options below:

- General:** Any employee who is neither a police officer, or fire fighter
- Police:** Police Officers whose job requires POST certification
- Fire Department:** Fire Fighters
- Public Safety:** EMS personnel, jailers, and dispatchers. *If this department is not elected for coverage, the employee classification is General Employees.*

3 ANNUAL HOURS FOR COVERAGE:

Employers must define how many hours a member must work annually to be covered by LAGERS. Options below:

- 1,500 hours
- 1,250 hours
- 1,000 hours

Any employee working at or above the annual hours for coverage, **MUST** participate in LAGERS and are subject to all the employer's benefit elections.

4 PRIOR SERVICE TO COVER:

Prior service is the time employees have worked for the employer prior to joining LAGERS. The governing body may choose to cover all or a portion of employees' prior service. Options below:

- 100%
- 75%
- 50%
- 25%
- 0%*

**Employers whose existing retirement plan is determined to be similar in purpose to LAGERS may have limited prior service options to avoid duplication of benefits as prohibited by Missouri state statute.*

BENEFIT ELECTIONS

Benefit elections have an impact on the benefit amount a member may receive in retirement, how much they must contribute (if any), and when they can draw their monthly income. These elections must be made when the employer joins. *After two years of membership, these elections may be changed periodically to meet your workforce needs.*

5 BENEFIT PROGRAMS:

The benefit program determines the multiplier used in the benefit calculation.

LIFE PROGRAMS:

Benefit for life (one multiplier for life)

- L-1 (1.00%)
- L-3 (1.25%)
- L-7 (1.50%)
- L-12 (1.75%)
- L-6 (2.00%)
- L-11 (2.50%)*

LIFE & TEMPORARY PROGRAMS:

Benefit for life with temporary benefit to age 65

- LT-4(65) (1.00% for life + 1.00% to 65)
- LT-5(65) (1.25% for life + 0.75% to 65)
- LT-8(65) (1.50% for life + 0.50% to 65)
- LT-14(65) (1.75% for life + 0.25% to 65)

**Only available to employers and/or departments that do not participate in Social Security.*

6 FINAL AVERAGE SALARY:

This is the second component of LAGERS benefit calculation. Options below:

- 3 Year** —Highest consecutive 36 months of wages within the last 120 months of LAGERS credited service
- 5 Year** —Highest consecutive 60 months of wages within the last 120 months of LAGERS credited service

7 MANDATORY MEMBER CONTRIBUTIONS:

Member contributions do not have a direct impact on a member's benefit amount. The amount the members contribute reduces the employer's mandatory monthly contributions.

- 0% Member Contributions
- 2% Member Contributions
- 4% Member Contributions
- 6% Member Contributions

Member contributions are after-tax, earn interest, and are guaranteed to be paid to the member or beneficiary.

8 RETIREMENT ELIGIBILITY:

Members are vested after 60 months of service within LAGERS. The governing body may choose LAGERS' normal retirement ages or an early retirement option. Options below:

- Normal Retirement:** Age 60 for General. Age 55 for Police, Fire and / or Public Safety. Age reduced benefits available up to 5 years before normal retirement date.
- Rule of 80:** May allow members to retire earlier than normal retirement age when, the sum of their age and service equals 80.

NEXT STEPS

PROCESS TO JOIN

- Employer sends personnel data and current retirement plan information to LAGERS
- LAGERS reviews current retirement plan and notifies employer if current plan has prior service impacts
- LAGERS sends personnel data to LAGERS, actuary, Gabriel, Roeder, Smith & Co., for initial valuation processing. *LAGERS actuary will bill for this process.*
- 4-6 weeks after receipt of personnel data, LAGERS sends initial valuation to the employer
- Employer makes valuation public information for 45 calendar days
- Governing body adopts resolution / ordinance for joining LAGERS
- Employer sends copy of resolution / ordinance to LAGERS within 10 days of passing and prior to effective date
- LAGERS begins onboarding process

WHAT TO EXPECT AFTER JOINING

LAGERS will begin the internal onboarding process:

- The employer will connect with a LAGERS' account analyst
- LAGERS' account analyst provides training on LAGERS' online monthly reporting system, ECLIPSE
- The employer reports wages and makes contributions monthly

LAGERS sends an actuarial valuation on July 1st each year:

- An employer must be a member for an entire valuation cycle before receiving its first annual valuation. (March 1 – February 28)
- The annual valuation includes any adjustments to employer contributions based on economic factors and workforce dynamics

LAGERS provides continued support through dedicated staff and educational resources for all members, including:

- monthly webinars
- member presentations
- annual stakeholder updates

Scan with your smart device to review our guide to understanding your valuation, also found at MOLAGERS.org



MISSOURI LAGERS
A Secure Retirement for All

GET IN TOUCH

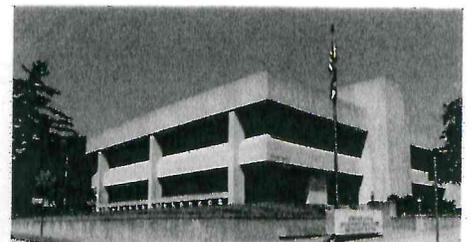
 Monday - Friday
7:30 a.m. - 4:00 p.m.

701 W. Main St.
Jefferson City, MO 65101

 info@molagers.org

 1-800-447-4334

 molagers.org



RE: LAGERS

From: Jennifer Schmidt (cityclerk@tiptonmo.us)

To: libbycityhall@yahoo.com

Date: Friday, September 6, 2024 at 01:45 PM CDT

Hey there –

Yes, Tipton has had Lagers since 1981. The retirees who have it have no complaints and those that don't stay don't have any issues when requesting their funds if they decide to take it all out. I appreciate it, because I wouldn't save that money if they didn't. Tipton has 80 and out, which is a great bonus, I can retire in approximately 4 years.

The deduction percentage changes slightly every year, because of employee's retiring or pulling their money when they quit. Tipton pays in 12% of police salaries and 8.9% for general employees. Police is higher because they didn't join the program until 2005, and we are paying to catch up on those salaries. We are in the L-7 program using the final 3 years of the final average salary, and employees contribute 4%.

Has Versailles met with them and gotten an estimate?

Jennifer Schmidt
Tipton City Clerk
660-433-2323

From: Libby Webb <libbycityhall@yahoo.com>
Sent: Friday, September 6, 2024 10:49 AM
To: Jennifer Schmidt <cityclerk@tiptonmo.us>
Subject: LAGERS

Hi Jennifer!

Do you all have LAGERS?

If you can you let me know what you think of it?

Is it a good benefit?

What percentage does Tipton pay and what other specifics can you share?

Thank you!

Re: LAGERS

From: City Clerk (colecampclerk@gmail.com)
To: libbycityhall@yahoo.com
Date: Friday, September 6, 2024 at 12:04 PM CDT

Yes, we do!

Right now our benefit program is L-7, with a 5-year final average. The employee contribution is zero. The city has normal retirement, age 60 for general employees and age 55 for police. Right now the contribution the city makes is 13.5% for general employees and 14.5% for police employees.

On Fri, Sep 6, 2024 at 10:49 AM Libby Webb <libbycityhall@yahoo.com> wrote:

Hi Dawn!

Do you all have LAGERS?

If you do, can you let me know what you think of it?

Is it a good benefit?

What percentage does Cole Camp pay and what other specifics can you share?

Thank you!

Libby Webb
City Clerk
City Collector
City of Versailles
104 N. Fisher
Versailles, MO 65084
573-539-2590 (Ph)
573-378-4059 (Fax)
www.cityofversaillesmo.com

--
Respectfully,

Dawn Paul
Cole Camp City Clerk
Cole Camp, MO

660-668-4444 tele
660-668-2300 fax

RE: Lagers

From: Loretta Scheetz (gccityclerk@outlook.com)

To: libbycityhall@yahoo.com

Date: Friday, September 6, 2024 at 01:24 PM CDT

Yes we do have Lagers. I have only been with the City a little over a year now. It seems to be very good from what I have seen. The people there are very helpful. I have called them several times and got really good help from them to understand what needed to be done.

From: Libby Webb <libbycityhall@yahoo.com>

Sent: Friday, September 6, 2024 11:03 AM

To: gccityclerk@outlook.com

Subject: Lagers

Hi!

Do you all have LAGERS?

If you do, can you let me know what you think of it?

Is it a good benefit?

What percentage does Golden City pay and what other specifics can you share?

Thank you!

Libby Webb

City Clerk

City Collector

City of Versailles

104 N. Fisher

Versailles, MO 65084

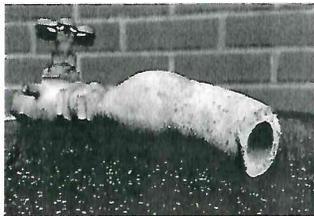
To: **City of Versailles**

In order for the City of Versailles to comply with EPA rule 40 CFR Part 141 we are required to inventory all water service materials from the water meter into the home. Please respond promptly with this letter to assist in our efforts to comply.

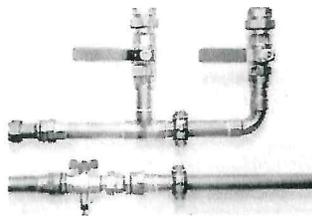
Refusal to respond to this letter could potentially require water system personnel or a contractor to dig a hole near the meter to identify service line material. Please consider this form a great opportunity to accomplish this compliance project efficiently. On Page 2 please fill out all questions as thoroughly as possible. Your response could save the water system money and time and could prevent a hole being dug in your yard. If any hole has to be dug it will be done with the least amount of disturbance to your yard, as possible. The hole will be fully restored.

If you don't know the material composition of your service line, you can perform a visual inspection where it enters your home. We have provided pictures of what these materials look like, or you can go to the MO DNR website at bit.ly/mo-dnr-lead. If you are renting, you can ask the owner/manager what the service lines material is.

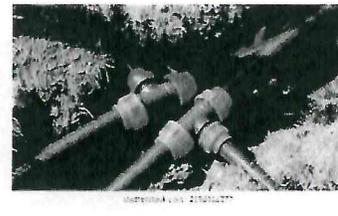
Lead (Blue Grey Color)



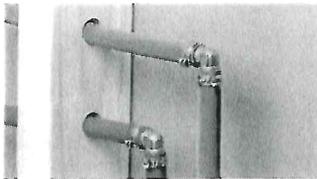
Copper (Bronze/Green Color)



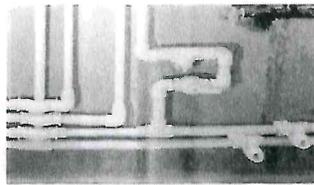
HDPE (Black or Blue Hard Plastic Tubing)



Pex (Red or Blue Tubing)



PVC (White Plastic)



Galvanized (Dull Silver/Grey)



As we conduct the lead service line inventory, we will use the information you provided as the customer owned portion of the inventory. We will use records from meter installations and repairs to help conduct our portion of the inventory.

Fill out this form and return to the system or fill out the digital survey at https://docs.google.com/forms/d/e/1FAIpOLScNOUU_ENDZx4UdObMe4VJRvR1SXXp9rG7unlvvIsiLzveT4w/viewform?usp=sf_link or scan the QR code below.

You can also text 660-441-0009 to request the digital survey.



Name: _____

Account Number: _____

Service Address: _____

What year was the structure built: _____

Are you the: Owner Tenant Property Manager Other

Is this a residence, business, barn or other structure: _____

Please indicate structure (if other): _____

What year were the water lines established in the structure, if known: _____

What size is the service line entering structure (common household $\frac{3}{4}$ in): ___ 1/2in ___ 3/4in ___ 1in

What material is the service line where water enters your home through basement wall or foundation (example water heater, shut off valve or first connection to water) This is the water service line from the water meter to the first water connection inside the home.

What is the primary plumbing material inside the structure? (example this would be the water service line material after the hot water heater, or the material used from the first connection to the plumbing fixtures in the structure) _____

Does your structure use any type of water treatment where the water enters the home? (Example Water Softener) If yes please indicate what type of treatment? _____

Has the water line from the water meter to your home been replaced? _____

If yes please provide the date and material used for replacement. _____

Signature _____

Date: _____

City of Versailles

~~573-695-4732~~ →

573-378-4634

Thank you for helping our utility meet compliance with the EPA regulation.

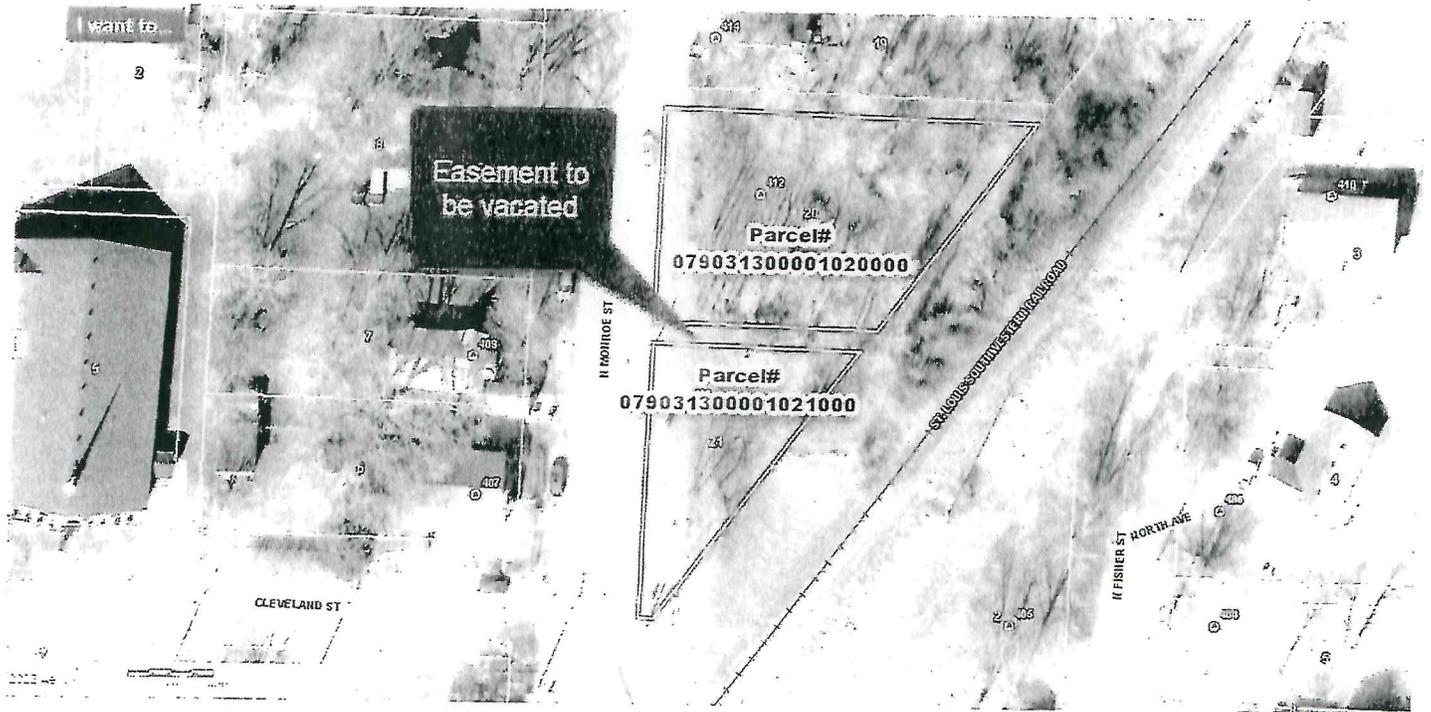
Mail, Email or drop this form off at City Hall office, 104 N Fisher, Versailles, MO 65084

Email: moleadinventory@gmail.com

August 8, 2024

To Whom it may concern:

Being the owners of Parcel 079031300001021000 and the owner of the company, BDC Services Inc, that owns Parcel 079031300001020000, we request the unused utility easement between said parcels be vacated. The plan is to join these two parcels into one to build a family residence sometime in the future.



Thank you for your time and consideration.

Chris and Tina Clark

573-789-4252

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into as of the Effective Date by and between the parties hereto: C-G Lumber LLC, a Missouri limited liability company (“**Seller**”), with its principle place of business located at 201 N Monroe St, Versailles, MO 65084; and Quality Industries of the Lake of the Ozarks, a Missouri nonprofit corporation (“**Buyer**”), with its principle place of business located at 301 N Monroe St, Versailles, MO 65084.

WHEREAS, Seller is the owner of a tract of real property (the “**Land**”) more particularly shown on the attached Exhibit A and situated on North Monroe Street, in the City of Versailles, County of Morgan, State of Missouri.

WHEREAS, Buyer desires to purchase, and Seller desires to sell and convey, a piece of the Land as outlined in the Land Use Survey (the “**Property**”) attached herein as Exhibit B, upon the terms and conditions set forth in this Agreement.

WHEREAS, the following basic terms, conditions, and definitions are applicable to and an integral part of this Agreement, and shall be deemed incorporated by reference:

<u>Effective Date:</u>	The first date on which both parties have fully executed and delivered this Agreement, which is: August 11, 2024.
<u>Property:</u>	The property located at North Monroe Street, Versailles, MO 65084, in Morgan County, Missouri, which is legally described in Exhibit B herein.
<u>Purchase Price:</u>	Ten Thousand Dollars (\$10,000.00).
<u>Earnest Money:</u>	None.
<u>Title Company:</u>	Hubbard-Kavanaugh Title Co., whose address is 106 S. Fisher St., Versailles, MO 65084.

1. **PROPERTY TO BE CONVEYED.** The Seller has bargained and agreed to sell to Buyer real estate as described in Exhibit B.
2. **PURCHASE PRICE.** Subject to the terms and conditions herein, Buyer agrees to pay Seller the Purchase Price at closing payable as follows: The Purchase Price will be paid in one lump-sum at closing by Certified Check or other method mutually agreed to by the parties.
3. **CLOSING AND POSSESSION.** Notwithstanding anything to the contrary contained herein, Buyer’s obligation to consummate the purchase transaction contemplated by this Agreement is expressly contingent and conditioned on each of the following having occurred prior to the Closing Date (as defined below) or prior to such sooner date as may be specified below (collectively, the “Closing Conditions”).
 - 3.1 **Seller’s Deliveries.** At closing, Seller shall deliver possession of the Property. Seller shall deliver the Property “as is” and without any representations or warranties. Seller and Buyer

hereby disclaim any such representations and warranties in each case except as expressly provided herein. Seller also shall execute and deliver to Buyer the following:

- (a) A warranty deed (the "Deed"), fully executed and acknowledged, conveying all right, title, and interest in and to the Property to Buyer, free and clear of all liens and encumbrances.
- (b) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Buyer to the extent not contrary to the Terms of this Agreement and otherwise reasonably acceptable to Seller.

3.2 **Buyer's Deliveries.** At closing, Buyer shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided, if any. Buyer shall also execute and deliver the following:

- (a) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Seller to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Buyer.

3.3 **Government Approval.** The Parties have obtained approval of proposed sale from all necessary government entities, including, but not limited to any applicable zoning and planning boards.

4. **TIME & PLACE OF CLOSING.** The sale under this Agreement shall be closed at the office of the Title Company at 12:00 noon on August 31, 2024, or such other time as mutually agreed by the parties (the "Closing Date"). A party need not be present at closing if such party has delivered all required items at closing to the Title Company by the Closing Date with payment instructions consistent with this Agreement.

4. **FINANCING.** This Agreement is NOT CONDITIONED upon Buyer obtaining financing.

5. **TITLE INSURANCE.** Buyer and Seller shall evenly bear the full expense of the closing fees including Title Commitment, Recording the Warranty Deed, Owner's Title Insurance Premium and Title Service Fee.

6. **ABSTRACT AND EXAMINATION.** Buyer shall obtain through Title Company a title commitment showing the title marketable in fact in the Seller and taxes, assessments, judgments and mechanics liens of record affecting said Property.

7. **DEFECT IN TITLE.** Upon delivery of the title commitment, if the title is defective, the Buyer shall notify the Seller who shall have any such defects corrected within sixty (60) days from the date of such notice and the Closing Date shall be reset to take place within thirty (30) days after Seller properly cures such defects. If any such defects are not corrected within the sixty (60) days after such notice, then this Agreement shall be null and void and the Earnest Money, if any deposited as aforesaid shall be returned to the Buyer.

8. **SELLER TO CONVEY BY WARRANTY DEED.** If the title to the Property is marketable in fact, the Seller shall deliver to Buyer at closing, a general warranty deed free and clear of all encumbrances whatsoever, and Buyer shall then and there pay the balance, if any, of said cash payment.

9. **CONDEMNATION.** To Seller's actual knowledge, Seller has not received any written notice, nor is Seller aware of any condemnation or similar proceedings relating to the Property which are pending or threatened, nor has Seller agreed or committed to dedicate any part of the Property to the public.

10. **TAXES, ASSESSMENTS, AND RENTS.** All taxes, special and general, owing on the Property for the year 2024 and prior years shall be paid by Seller. All subsequent taxes are to be paid by Buyer.

11. **RIGHT OF FIRST OFFER.** In the event Buyer elects to sell the Property, Buyer shall give Seller notice of such election to sell within ten (10) business days. After such notice to Seller from Buyer, Seller shall have 10 business days from the same to elect to purchase back the Property. If Seller chooses not to purchase back the Property, then Buyer is free to sell the Property to any other party at its sole discretion. If, however, Seller elects to purchase back the Property according to the terms of this Agreement, then the Parties shall cooperate and coordinate in good faith to arrange a closing for a mutually agreed upon closing date and shall consummate such closing in accordance with all applicable law and customary practices for such transactions. Notwithstanding the foregoing, the Parties agree that in the case of such purchase by Seller under its Right of First Offer, the purchase price shall be the same as the Purchase Price of this Agreement in the amount of Ten Thousand Dollars (\$10,000.00) plus Buyer's out-of-pocket costs for all improvements made to the Property during its ownership of the same.

12. **AUTHORITY OF SIGNERS.** Buyer and Seller represent and warrant they have the full authority to execute this Agreement.

13. **COMPLETE CONTRACT.** This Agreement together with its addenda, attachments, exhibits, and disclosures, if any constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

14. **PROPERTY TO BE KEPT INSURED.** All insurance policies covering the Property held by Seller, if any, shall be kept in place by Seller until the date of delivery of the general warranty deed to Buyer.

15. **CHOICE OF LAW.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Missouri, United States of America (including its statutes of limitations and APPLICABLE STATE CHOICE OF LAW STATUTE(S)), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed the Agreement effective as of the Effective Date outlined above.

BUYER

Name/Print: David Wood

Signature: David Wood

Date: 8-19-24

NOTARY ACKNOWLEDGMENT

THE STATE OF MISSOURI

COUNTY AND OR CITY OF Morgan County / City of Versailles

On this 19 day of August in the year 2024, before me, a Notary Public in and for said state, personally appeared David Wood (name of individual), known to me to be the person who executed the within _____ (type of document), and acknowledged to me that he/she executed the same for the purposes therein stated.

Becky L Samson
Notary Public Signature

Print Becky L Samson



SELLER

Name/Print: Sammie Moon

Signature: [Handwritten Signature]

Date: 8-19-2024

NOTARY ACKNOWLEDGMENT

THE STATE OF MISSOURI

COUNTY AND OR CITY OF Morgan County / Versailles

On this 19 day of August in the year 2024, before me, a Notary Public in and for said state, personally appeared Sammie Moon (name of individual), known to me to be the person who executed the within _____ (type of document), and acknowledged to me that he/she executed the same for the purposes therein stated.

[Handwritten Signature]
Notary Public Signature

Print Becky L Samson

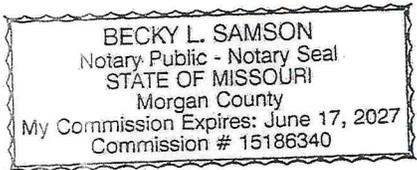


Exhibit A

Legal Description & Ariel

The Property is situated in the City of Versailles, County of Morgan, State of Missouri, to wit:

A tract of land in the Northwest Quarter of Section 6, Township 42 North, Range 17 West in the City of Versailles, County of Morgan, State of Missouri, more particularly described as follows: Beginning at the point of intersection of a line 50 feet Southeasterly from and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track and the East line of said Northwest Quarter of Section 6; thence South along said East line 280 feet; thence South 89 degrees 41 minutes West, 5 feet; thence South 67.95 feet; thence South 87 degrees 48 minutes West, 31.35 feet; thence South 125.0 feet; thence North 75 degrees 55 minutes West, 265.75 feet to a point on a line 50 feet Southeasterly from and parallel with the centerline of said Railroad Company's main track; thence Northeasterly along a line 50 feet Southeasterly from and parallel with the centerline of said main track 505.0 feet to the point of beginning.

All that part and parcel of land lying East of the Missouri Pacific Railroad right-of-way of the following described tract as beginning at a point 100 feet North of the Northeast corner of Block 9 in Wyan and Thrustons Addition to the City of Versailles, Missouri; thence North 80 feet; thence West 170 feet; thence South 80 feet; thence East 170 feet to the place of beginning and being a part of the Northeast fractional Quarter of Section 6, Township 42 of Range 17, in Morgan County, Missouri.

All that part or parcel of land lying West of the Missouri Pacific Railroad right-of-way of the following described tract as beginning at a point 100 feet North of the Northeast corner of Block 9 in Wyan and Thrustons Addition to the City of Versailles, Missouri; thence North 80 feet, thence West 170 feet; thence South 80 feet, thence East 170 feet to the place of beginning and being a part of the Northeast fractional Quarter of Section 6, Township 42, Range 17, in Morgan County, Missouri.

Beginning at a point 210 feet North of the Northeast corner of Block 9 of Thruston and Wyans Addition to the City of Versailles, Missouri, thence West 170 feet; thence South 105 feet; thence East 170 feet; thence North 105 feet to the place of beginning and being a part of the Northeast Quarter of Section 6, Township 42, Range 17, in Morgan County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

FW: QI-CGLumber REA Agreement

From: hartman@cityofversailles.net (hartman@cityofversailles.net)

To: libbycityhall@yahoo.com

Date: Tuesday, August 20, 2024 at 04:08 PM CDT

Chad Hartman

Chief of Police

Versailles Police Department

Phone: 573-539-2581

Fax: 573-378-4631

hartman@cityofversailles.net

From: Cory Garr

Sent: Tuesday, August 20, 2024 3:46 PM

To: hartman@cityofversailles.net

Subject: QI-CGLumber REA Agreement

Chad,

Thanks again for your help and getting back with me so quickly. I've attached the QI-CGLumber Real Estate Agreement. Basically, a part of QI's building extends onto property owned by CG Lumber. So, QI had a segment of that parcel surveyed off and is purchasing it from CG Lumber. The original parcel is Exhibit A and the Surveyed portion/new proposed parcel is Exhibit B. I can't shrink the land survey so I've also attached the legal description from the survey (what will be the legal description of the proposed parcel). Same use as has been the case, just a friendly agreement between neighbors to clean up the situation. Let me know if you have any questions or need anything more.



QI-CGLumber REA Agreement - 08-19-24 2.pdf
3.2MB



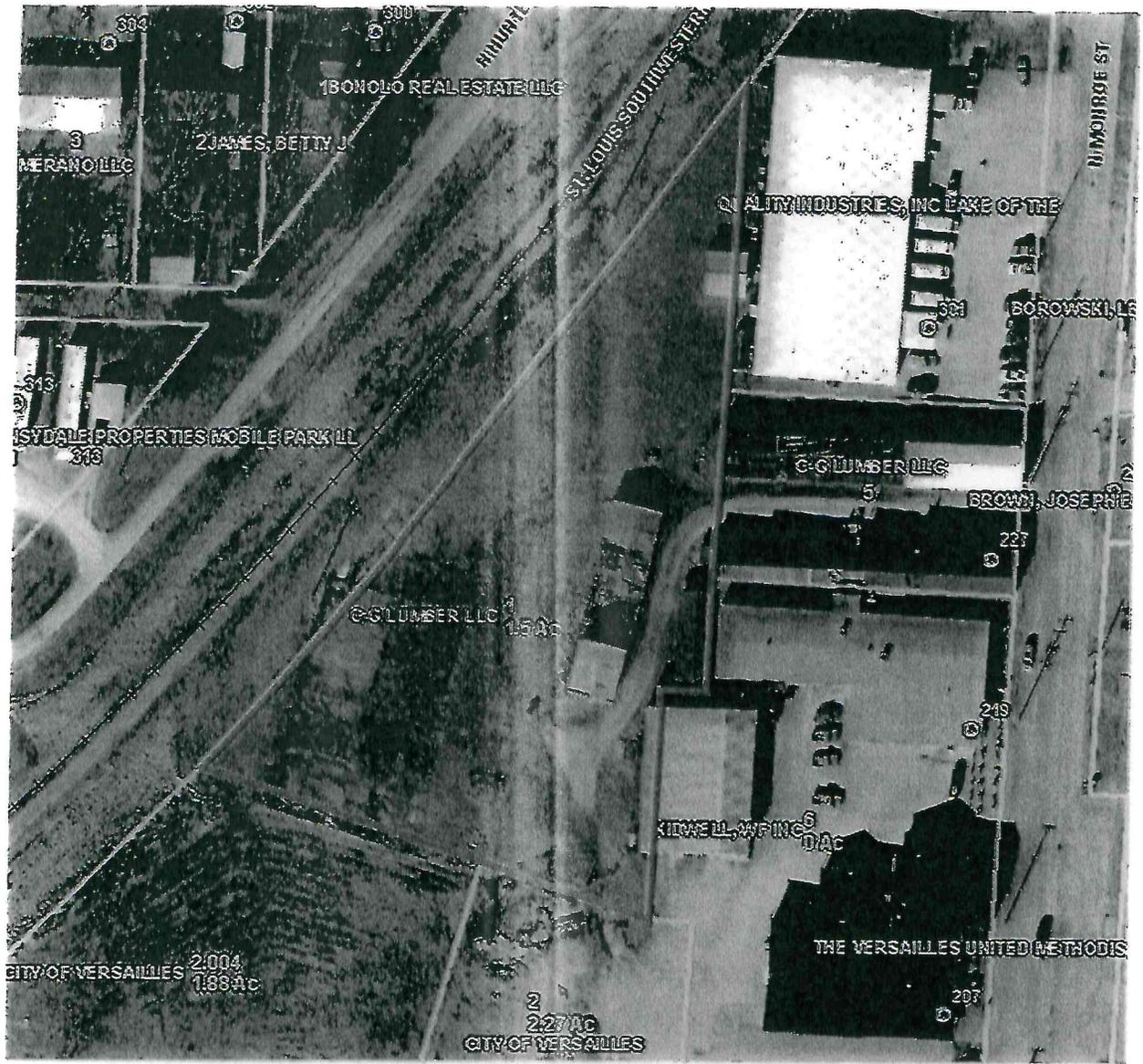
Untitled attachment 00133.htm
182B



image0.jpeg
213.2kB



Untitled attachment 00136.htm
325B



th) along said East line 175.00 feet to the

35,

i, and reservations of record.

merly known as Chicago Rock
Island and Pacific Railroad
SW Southwestern Railroad - Abandoned

Northeasterly 212.12'
0.24 Act
21.71' over line
Pavilion
R.V. Williams
Lumber Co.
Book 219 Page 299

S89°28'16"W 118.90'

Set 1/2" I.P. Set 1/2" I.P.

S00°12'34"E 175.00'
(Deed=South)

0.73' over line

Quality Industries of the
Lake of the Ozarks, Inc.
Book 232 Page 731

(Deed=East)
S89°28'16"W 170.00'

Building

R.V. Williams
Lumber Co.
Book 219 Page 299

Center Section Line

NW 1/4
Sec. 6-42-17

Kidwell-Garber
Funeral Home

(Deed) 85.0'

Set 1/2" I.P. Doc# 2003-18

CHANGE ORDER NO. 1

DATE: August 14, 2024

OWNER: City of Versailles
104 N. Fisher Street
Versailles, MO 65084

CONTRACTOR: Gene Haile Excavating, Inc.
31571 Old Eighty Seven
California, MO 65018

ENGINEER: Cochran
530A East Independence Drive
Union, MO 63084

SUBJECT: Change Order No. 1
Versailles School Lift Station & Forcemain
Project No. 23-9436

ITEM:

1. **Item No. 2 – Existing Manhole Abandonment (Plugging & Flowable Fill):** Remove line item from the project; quantity 4 at a unit price of \$1,500.00 each for a total deduct from the contract of \$6,000.00.
2. **Item No. 4 – 4-Inch Diameter SDR 21 Class 200 PVC Sanitary Sewer Force Main, in Open-Cut Trench:** Add an additional 37 lineal feet at unit price of \$16.00/lineal foot for a total addition to the contract of \$592.00.
3. **Item No. 5 – 4-Inch Diameter SDR 21 Class 200 Restrained Joint PVC Sanitary Sewer Force Main, Directional Bore Installation:** Remove line item from the project; quantity 53 at a unit price of \$63.00/lineal foot for a total deduct from the contract of \$3,339.00.
4. **Item No. 16 – 8-Inch Class 50 Ductile Iron Gravity Sewer Pipe:** Add an additional 17 lineal feet at a unit price of \$202.00/lineal foot for a total addition to the contract of \$3,434.00.
5. **Item No. 20 – 6-Inch SDR 35 PVC Gravity Sewer Pipe:** Add an additional 22 lineal feet at a unit price of \$57.00/lineal foot for a total addition to the contract of \$1,254.00.
6. **Item No. 22 – 6-Inch 45° SDR 35 Gasketed Bend:** Add an additional 2 each at a unit price of \$70.00 for a total addition to the contract of \$140.00.
7. **Item No. 23 – 6-Inch 45° SDR 35 Gasketed Wye:** Add an additional 2 each at a unit price of \$135.00 for a total addition to the contract of \$270.00.
8. **Item No. 30 – 8-Inch-Thick Gravel Parking Area:** Add an additional 14 square yards at a unit price of \$25.00/square yard for a total addition to the contract of \$350.00.
9. **Item No. 31 – Chain Link Fence:** Add an additional 23.5 lineal feet at a unit price of \$150.00/lineal foot for a total addition to the contract of \$3,525.00.
10. **Item No. 33 – Asphalt Pavement Repair:** Remove line item from the project; quantity 5 at a unit price of \$300.00/square yard for a total deduct from the contract of \$1,500.00.
11. **Item No. 34 – Concrete Pavement Repair:** Add an additional 31.9 square yards at a unit price of \$105.00/square yard for a total addition to the contract of \$3,349.50.

- 12. **Item No. 35 – Sidewalk Repair:** Add an additional 31.45 square yards at a unit price of \$115.00/square yard for a total addition to the contract of \$3,616.75.
- 13. **Item No. 37 – Compacted Granular Backfill:** Add an additional 46 tons at a unit price of \$33.00/ton for a total addition to the contract of \$1,518.00.
- 14. **Item No. 38 – Silt Fence:** Remove line item from the project; quantity 42 at a unit price of \$7.50/lineal foot for a total deduct from the contract of \$315.00.
- 15. Add additional electric to the project for a lump sum of \$690.00.
- 16. Add 12-inch sleeve and casing to the project for a lump sum of \$2,600.00.
- 17. Add an additional 1' riser on dog house manhole for a lump sum of \$730.00.
- 18. Add cleanout at Insurance Building for a lump sum of \$300.00.

Original Contract Amount:	\$ 354,946.50
Contract Amount Prior to Change Order No. 1	\$ 354,946.50
Net Addition to Contract:	\$ 11,215.25
New Contract Amount:	\$ 366,161.75

City of Versailles
OWNER (Firm Name)

104 N. Fisher Street
ADDRESS (Line 1)

Versailles, MO 65084
ADDRESS (Line 2)

BY (Signature)

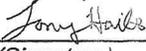
(Typed Name)

DATE

Gene Haile Excavating, Inc.
CONTRACTOR (Firm Name)

31571 Old Eighty Seven
ADDRESS (Line 1)

California, MO 65018
ADDRESS (Line 2)

 Digitally signed by Tony haile
Date: 2024.08.16 10:26:32 -05'00'

BY (Signature)

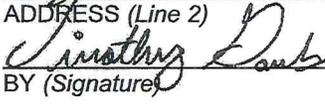
Tony Haile
(Typed Name)

8-16-24
DATE

Cochran
ENGINEER (Firm Name)

530A East Independence Drive
ADDRESS (Line 1)

Union, MO 63084
ADDRESS (Line 2)


BY (Signature)

Timothy J. Garbs, P.E.
(Typed Name)

8-14-24
DATE

END CHANGE ORDER NO. 1

- 12. **Item No. 35 – Sidewalk Repair:** Add an additional 31.45 square yards at a unit price of \$115.00/square yard for a total addition to the contract of **\$3,616.75.**
- 13. **Item No. 37 – Compacted Granular Backfill:** Add an additional 46 tons at a unit price of \$33.00/ton for a total addition to the contract of **\$1,518.00.**
- 14. **Item No. 38 – Silt Fence:** Remove line item from the project; quantity 42 at a unit price of \$7.50/lineal foot for a total deduct from the contract of **\$315.00.**
- 15. Add additional electric to the project for a lump sum of **\$690.00.**
- 16. Add 12-inch sleeve and casing to the project for a lump sum of **\$2,600.00.**
- 17. Add an additional 1' riser on dog house manhole for a lump sum of **\$730.00.**
- 18. Add cleanout at Insurance Building for a lump sum of **\$300.00.**

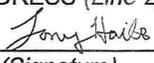
Original Contract Amount:	\$ 354,946.50
Contract Amount Prior to Change Order No. 1	\$ 354,946.50
Net Addition to Contract:	\$ 11,215.25
New Contract Amount:	\$ 366,161.75

City of Versailles
OWNER (Firm Name)
104 N. Fisher Street
ADDRESS (Line 1)
Versailles, MO 65084
ADDRESS (Line 2)

BY (Signature)

(Typed Name)

DATE

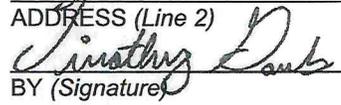
Gene Haile Excavating, Inc.
CONTRACTOR (Firm Name)
31571 Old Eighty Seven
ADDRESS (Line 1)
California, MO 65018
ADDRESS (Line 2)

BY (Signature)

Tony Haile
(Typed Name)

8-16-24

DATE

Digitally signed by Tony haile
Date: 2024.08.16 10:26:32 -05'00'

Cochran
ENGINEER (Firm Name)
530A East Independence Drive
ADDRESS (Line 1)
Union, MO 63084
ADDRESS (Line 2)

BY (Signature)

Timothy J. Garbs, P.E.
(Typed Name)

8-14-24

DATE

END CHANGE ORDER NO. 1

TRAIL USE LICENSE AGREEMENT

THIS TRAIL USE LICENSE AGREEMENT, No. **MR2422** (this “License Agreement”) is entered into as of the 10 day of SEPT., 2024 (the “Effective Date”) by and between Missouri Department of Natural Resources, an executive agency of the State of Missouri (“Licensor”), and City of Versailles, Missouri (“Licensee”).

WITNESSETH:

WHEREAS, under Docket No. AB-1068 (Sub-No. 3X), United States Surface Transportation Board (“STB”) issued a Notice of Interim Trail Use (“NITU”) for the 144.3 mile Line of the former Chicago, Rock Island, and Pacific Railroad Company between Windsor, Missouri (milepost 215.325) and Beaufort, Missouri (milepost 71.6) (“Licensor Property”); and

WHEREAS, the purpose of the NITU is to allow the use of the right-of-way for the public purpose of trail use, to preserve established railroad rights of way for future reactivation of rail service and to encourage energy efficient transportation use; and

WHEREAS, in accordance with the NITU, Licensor entered into an Interim Trail Use Agreement (“ITUA”) with Missouri Central Railroad Company regarding the future donation of Licensor Property, signed on December 17, 2019; and

WHEREAS, on December 14, 2021, Missouri Central Railroad donated, and Licensor accepted all of its right, title and interest in Licensor Property in accordance with the terms of the NITU and the ITUA; and

WHEREAS, Licensor is empowered by Section 253.040, RSMo to improve, maintain, operate and regulate Licensor Property as a state park; and

WHEREAS, the City of Versailles, Missouri, has requested that Licensor convey to Licensee a non-exclusive license of varying width over an approximately 2 mile long portion of the Licensor Property, from approximately mile post 176 to mile post 178, as more particularly described on Exhibit A hereto (“License Premises”) to develop, construct, maintain, repair, replace, inspect, and operate a new public recreational trail, all in accordance with the provisions set forth in this Trail Use license Agreement (collectively, the “Licensee Use”); and

WHEREAS, the Licensor Property and the License Premises are subject to the obligations and restrictions inherent in the NITU, the ITUA, and the National Trails Systems Act of 1968, as amended, including the possibility that rail infrastructure may be re-built and rail service re-started; and

WHEREAS, Licensor is willing to grant to Licensee, and Licensee agrees to accept, the license described herein for the Licensee Use, subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for good and valuable consideration the parties acknowledge and agree is adequate and sufficient, subject to the following mutual covenants, terms and conditions, Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor grants unto Licensee a non-exclusive license (the "License") over the License Premises for the design, construction, maintenance, and operation of a public outdoor recreational trail, and for no other purpose or use whatsoever. Licensee acknowledges that notwithstanding any provision of this License Agreement to the contrary, the License is a privilege and not a lease, easement, or other interest in real property.

2. **Construction Standards and Approval.**

(a) The improvements constructed by Licensee over the License Premises (hereinafter the "Facility") shall be designed according to the design standards of Licensor.

(b) All work performed or caused to be performed by Licensee on the Facility or the License Premises shall be performed: (i) at Licensee's sole cost and expense; (ii) in accordance with any and all applicable laws, rules and regulations, including any STB condition applicable to the License Premises; (iii) so as not to impair in any way existing bridges and culverts on the Licensor Property; and (iv) in a manner equal to the design specifications and plans approved by Licensor.

(c) Licensor will assign a Project Manager who shall be primarily responsible for oversight of the Licensee Use.

(d) Licensee shall prepare detailed scope of work for the Facility (the "Scope of Work") setting forth any and all construction, reconstruction, installation, restoration, alteration, repair, replacement, removal, landscaping, fencing, gates and sign erection work that Licensee plans to perform on the License Premises, including, but not limited to, the construction of the Facility and all applications for permits therefor (collectively, any such work being referred to as the "Construction Work"). The Scope of Work must be submitted to Licensor for written approval relative to the requirements of this Agreement. Licensor shall ensure the Scope of Work is reviewed and approved by Licensor's Cultural, Natural, Environmental, Planning & Development, and Real Estate Programs prior to the commencement of design. Licensee shall not perform any Construction Work until receiving such written approval of the Scope of Work from Licensor.

(e) Design for the Facility shall be prepared and sealed by professional architects and/or engineers registered with the State of Missouri, unless otherwise approved by Licensor.

(f) All contracts for design services entered into by Licensee related to the Facility shall be negotiated in accordance with Sections 8.285 through 8.291, RSMo. Licensor will provide oversight of the architect/engineer selection process and oversight of design by Licensee's engineer/architect.

(g) The Facility shall comply with the requirements and provisions of the Americans with Disabilities Act, and with the codes set forth in state regulation 1 CSR 30-3.030(4)(D), to the extent such codes are applicable.

(h) All construction contracts awarded by Licensee for the Facility shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with Section 8.250, RSMo. Licensee shall comply with all other applicable provisions of Chapter 8, RSMo and Chapter 34, RSMo. Licensor, in coordination with the Office of Administration, Facilities Management, Design & Construction, shall be responsible for ensuring compliance with such statutes.

(i) Licensor's project manager and Licensee's architect/engineer will supervise construction on the Facility through progress meetings and inspections and shall be responsible for requests for information, designer supplemental instructions, requests for proposals, and contract changes.

(j) Any changes to the Scope of Work after the initial approval by Licensor must be approved in writing by Licensor prior to their implementation. In no event shall approval by Licensor of the Scope of Work be a representation that any such plans comply with the applicable laws. Licensee shall comply with all laws applicable to the Construction Work, and shall be solely responsible for obtaining all required approvals and permits for the same.

(k) The Facility shall be considered public works, and Licensee and/or its contractor(s) and subcontractors are performing work on behalf of or for the use of a state entity and the public. Therefore, Licensee and its contractors and subcontracts shall comply with Missouri's Prevailing Wage Law, Sections 290.210 to 290.340, RSMo.

(l) Licensee shall provide a bond to guarantee payment of all persons and entities performing work on or furnishing materials for Improvements in accordance with Section 107.170, RSMo.

(m) The prompt payment requirements imposed by Section 8.960, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Facility. Licensee shall make payments to all parties performing work on the Facility promptly, in accordance with such statute.

(n) Licensee shall make all reasonable efforts to construct the trail and complete all related activities as soon as practicable so that the trail may be opened to the public as soon as possible.

(o) Licensee shall not install or provide utility services on or to the Licensed Premises without prior written approval of Licensor.

(p) Except for emergency work and normal day-to-day maintenance work, the provisions of this License Agreement regarding approval of Scope of Work shall apply to all work which may need to be performed on the License Premises after the initial construction of the Facility. In cases of emergency, Licensee shall notify Licensor's

representative personally or by phone, if possible, prior to commencing such work or as soon as possible. Licensee may perform or cause to be performed the normal, day-to-day maintenance work on the Facility or the License Premises without written notice to Licensor or submitted Scope of Work approval, provided that Licensee or any party performing work on its behalf (i) has previously reviewed and accepted in writing the requirements of this License Agreement; (ii) has previously received Licensor's written approval to access the License Premises; (iii) abide by Licensor's requirements at all times while on the License Premises; and (iv) perform all such maintenance work from entirely within the License Premises or any adjacent property owned by Licensee.

3. **As-Built Drawings.** Within ninety (90) days after the substantial completion of the Facility, Licensee shall deliver to Licensor, for Licensor's review and approval, two (2) full sets of as built drawings as well as electronically in pdf format for the Facility (the "Drawings"). At a minimum, the Drawings shall: (i) depict substantially the same improvements as shown in the approved Work Plans; (ii) include all changes to the Work Plans which were approved, in writing by Licensor; (iii) show all improvements and construction performed by Licensee, or caused to be performed by Licensee, on the License Premises; (iv) clearly indicate and label the area of the License Premises; (v) show the centerline of former railroad tracks on the Licensor Property as of the date that construction and installation of the Facility was substantially complete. To the extent that the Drawings indicate or show the Facility has not been constructed in compliance with the Scope of Work approved by Licensor or any change thereto approved by Licensor, Licensee shall, at the request of Licensor, rebuild, reconstruct and/or reinstall the Facility, at Licensee's sole cost and expense, so that the Facility will be constructed, located and installed substantially in accordance with the approved Scope of Work and the approved changes thereto, within 60 days of written demand by Licensor.

4. **Maintenance and Repair.**

(a) Licensee shall maintain the License Premises at Licensee's sole expense to Licensor's satisfaction and equal to or greater than Licensor's maintenance standards for state parks and historic sites for the duration of this license agreement. Licensee shall perform all maintenance and clean-up of the License Premises as necessary to keep the License Premises safe and in good order and condition to Licensor's reasonable satisfaction for the duration of this License Agreement.

(b) Specifically and not by way of limitation of the foregoing, Licensee shall: (i) keep the License Area and Licensor Property free of weeds, graffiti and litter; (ii) not take any action that would increase stormwater runoff, otherwise impair or impede stormwater runoff from adjacent property, or alter the natural drainage in the area to any extent; and (iii) ensure that (A) any and all landscaping associated with the Licensee Use be, at all times, adequately watered, fed, and pruned, so as to keep it in a healthy condition; (B) any and all signs required by the Licensor be maintained in a readable condition; (C) any and all culverts, inlets, drainage pipes or other drainage facilities be maintained to allow for the free-flow of water there through; and (D) any fencing, gates and barrier landscaping, be maintained in conjunction with one another to prevent members of the public from accessing property adjacent to the License Premises.

(c) If any portion of the Licensor Property (including, but not limited to, any improvements or fixtures of the Licensor) suffers damage by reason of the access to or use of the License Property by Licensee, the public, Licensee's agents or Licensee's partners, officers or directors, including, but not limited to, damage arising from vandalism (including graffiti), or from any tests or investigations conducted upon the License Premises, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the Licensor Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's agents.

7. **Restrictions; Further Covenants of Licensee.**

(a) This License Agreement and the rights granted hereunder are subject and subordinate in all respects to the rights of Licensor's existing lessees, easement holders and licensees and all other encumbrances including easement agreements, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights, and the specific current existing rights of third parties in the Licensor Property (whether recorded or unrecorded) ("Restrictions").

(b) In connection with the use of the License Premises, Licensee agrees to ensure public access to the License Premises for public recreational trail use for the duration of this License Agreement. Licensee shall ensure all trail users comply with all applicable state park laws, rules, regulations, policies, and procedures governing the use of state park property, including, but not limited to, all state park policies regarding special events. Trail user groups may be required to obtain a special event permit or contract from Licensor in accordance with Licensor's policies. A copy of the current state park special events policy is attached here as Exhibit B.

(c) Licensee and Licensee's contractor(s) and subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), and Licensee shall not discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law.

(d) Licensee shall procure and maintain at its own expense, at the times and in the manner prescribed by applicable law, in connection with the Licensee Use, all licenses, consents, permits, authorizations and other approvals required (i) from any federal, state or local governmental authority, or (ii) pursuant to any Restriction. Licensor may from time to time request evidence that all such approvals have been obtained by Licensee and are in full force and effect and Licensee shall provide such evidence to Licensor within thirty (30) days after receipt of such request.

(e) Licensee and the Licensee Use shall comply with (i) all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over Licensee or the Licensee Use, including without limitation, all State open meetings and records laws; and (ii) the terms and conditions of any Restrictions. Specifically, and not by way

of limitation of the foregoing, the Licensee Use shall not violate any safety requirement, including, without limitation, any requirements of the U.S. Environmental Protection Agency or the Missouri Department of Natural Resources, imposed on Licensor or Licensee by any applicable state or federal regulations or by any state or federal governmental agency having jurisdiction over Licensor, Licensee or their respective operations.

(f) In addition to and not by way of limitation of the foregoing, Licensee and the Licensee Use shall be conducted in a manner that does not conflict or interfere with:

(i) Licensor's operations, including without limitation, the use of the License Premises and the Licensor Property for Licensor's park purposes and for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses. Licensor shall have unrestricted access over and across the License Property for any purpose, in its sole discretion;

(ii) Any Restrictions, including, without limitation, any fiber optics installations;

(iii) Licensor's grant at any time hereafter of lease, license, permit, easement or other rights, interests or privileges in and to the License Premises, including, without limitation, for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses; and

In the event of any conflict with the provisions of this Section 7(f) and any other provision of this License Agreement, the provisions of this Section 7(f) shall control.

8. **"AS IS" License; Disclaimer of Warranties; Title Matters.** Licensee understands and agrees that the Licensed Premises are part of a former railroad corridor that has not been operated for over thirty (30) years, and that Licensor makes no representations regarding the current condition of the culverts, bridges, drainage pipes, ground stability, and other aspects of the Licensed Premises. Licensee is relying solely on its own assessment as to whether such culverts, bridges, pipes, ground, and other aspects are suitable and safe for a trail and all other aspects of the Licensee Use.

LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, AND BY WAY OF EMPHASIS AND NOT BY WAY OF LIMITATION, LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES CONCERNING (I) THE SUITABILITY OF THE LICENSE PREMISES FOR THE LICENSEE USE, (II) THE STABILITY AND SAFETY OF THE EXISTING CULVERTS, BRIDGES, PIPES, AND GROUND TO SUPPORT THE LICENSEE USE, (III) THE ENVIRONMENTAL CONDITION OF THE LICENSE PREMISES, OR (IV) TITLE MATTERS RELATED TO THE LICENSE PREMISES. IN ACCEPTING THIS LICENSE AGREEMENT, LICENSEE HAS RELIED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS OF THE CONDITION OF THE LICENSOR PROPERTY AS LICENSEE HAS DEEMED NECESSARY OR APPROPRIATE IN ITS DISCRETION, AND LICENSEE HAS NOT RELIED UPON ANY STATEMENTS,

REPRESENTATIONS OR AGREEMENTS OF LICENSOR, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, REGARDING THE CONDITIONS OF THE LICENSOR PROPERTY. THE LICENSE AGREEMENT AND THE OTHER RIGHTS GRANTED TO LICENSEE HEREUNDER ARE GRANTED OVER THE LICENSOR PROPERTY IN ITS "AS-IS CONDITION, WITH ALL FAULTS".

Both parties agree that there may be third party interest in land affected by the Licensee Use and that Licensee is solely responsible for obtaining any consent of such third parties related to the design, construction, and use of a public recreational trail.

9. **Term; Termination; Purchase Price; Annual Fees; Coverage of Licensor Expenses.**

(a) The term of the License granted herein (the "License Term") shall commence on the Effective Date.

(b) The License Term shall continue for twenty-five (25) years from the Effective Date, unless terminated earlier by law or as herein provided.

(c) This License Agreement is revocable at any time by Licensor as a termination for convenience without cause, and without payment by Licensor of any compensation to Licensee or any other liability of Licensor, effective upon the expiration of fifteen (15) days from Licensor's election to do so.

(d) The License Term shall also be subject to termination without any liability of Licensor (a) upon breach hereof by Licensee in accordance with the rights and remedies of Licensor at law or in equity, or (b) pursuant to Section 13 below or any other express provision hereof.

(e) On or before the date of expiration of this Trail Use License Agreement or its termination, all Facilities constructed on the Licensed Premises shall become the property of Licensor without compensation therefor. Licensee shall also pay to the Licensor on demand, any sum which may be expended by the Licensor after the expiration, revocation, abandonment, or relinquishment of this License in restoring the premises.

10. **Rights Reserved to Licensor; STB Proceeding;**

(a) Licensor hereby reserves the right at all times to use the Licensor Property, including, without limitation, the License Premises, for Licensor's operations in such manner as Licensor deems necessary or appropriate. Licensor's use of the Licensor Property, including the License Premises, includes, without limitation, the right to gain access to any of Licensor's equipment and facilities thereon.

(b) Licensee understands that (i) the License Premises are subject to a regulatory proceeding known as STB Docket No. AB-1068 (Sub-No. 3X); (ii) a NITU has been issued by the STB with Licensor as the trail sponsor; and (iii) an ITUA between

Licensors and Missouri Central Railroad in effect; and (iv) Licensee's rights are subordinate to those of Licensors.

(c) Licensee's rights are subordinate to the obligations and restrictions inherent in the NITU, the ITUA, and the National Trails System Act, including the possibility that rail infrastructure may be re-built and rail service re-started. In the event that rail service along the License Premises is reactivated, Licensee shall remove all equipment, buildings, and other property belonging to the Licensee within sixty (60) days of receipt of notice of the same. Licensee shall bear all salvage costs, if any.

(d) Licensors shall retain jurisdiction over the License Premises for law enforcement purposes. Licensee shall, throughout the License term and at its own expense, provide security along the License Premises. Licensee's responsibility to provide security shall be coordinated with all other Licensors law enforcement activities.

11. **Condition of License Premises.** Licensee acknowledges that it has inspected and accepts the License Premises in its present condition as suitable for the Licensee Use. Execution of this License Agreement shall conclusively establish that the License Premises is in good and satisfactory condition.

12. **Liability; Indemnity.** Licensee hereby waives and releases Licensors, the Missouri Office of Administration, and the State of Missouri from any and all claims arising from or related to this License Agreement or Licensee's use of property owned by Licensors or the State of Missouri, including the right of contribution for loss or damage to person or property. Licensee shall indemnify and hold harmless the Department of Natural Resources, the Office of Administration, and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits, or losses resulting from this License Agreement.

13. **Abandonment.** If Licensee at any time abandons the License Premises or fails at any time to use the property for a continuous period of one hundred eighty (180) days (except for periods of construction, reconstruction, maintenance or repair which have been approved by Licensors), then this License Agreement shall immediately terminate for the abandoned portion. In addition to any other rights or remedies, Licensors shall immediately be entitled to exclusive ownership and possession of the License Premises and all Facilities abandoned, discontinued, or closed, without any effect of this License Agreement.

14. **Insurance.** Without limiting the scope or extent of the protection afforded Licensors or the liabilities assumed by Licensee herein, Licensee shall obtain and maintain, and shall require all of its contractors and subcontractors to obtain and maintain, in force for the entire life of this License Agreement general liability insurance in the amount of the insurance maximum required, pursuant to Section 537.610(2), RSMo As calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register for any one person in a single accident or occurrence. The Policy of insurance shall name Licensors and the State of Missouri as an additional insured and shall provide at least 30 days prior notice of cancellation to Licensors. Licensee shall also maintain workers' compensation insurance as required by all applicable workers' compensation

laws. Notwithstanding the forgoing, the obligation imposed for Licensee to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the State of Missouri. Evidence of self-insurance coverage or another alternative risk financing mechanism may be utilized in lieu of a policy of insurance, provided that such coverage is verifiable and irrevocably reliable and that the State of Missouri is protected as an additional insured/loss payee.

15. **Taxes.** Licensee shall be liable for, and agrees to pay promptly and prior to delinquency, any tax or assessment, including, but not limited to, any tax levied by any governmental authority (a) against the Licensee Use, the License Premises and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of Licensee's use of the License Premises.

16. **Environmental Protection.**

(a) Licensee's obligations under this Section 19 shall survive the termination of this License Agreement.

(b) Licensee shall comply with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future. Except for Hazardous Materials expressly approved by Licensor in advance in writing, Licensee shall not use or dispose of any Hazardous Materials on the License Premises. Any approved Hazardous Materials on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future, listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects.

(c) In addition, in the event of any release of Hazardous Materials on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property. Licensee shall return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly notify Licensor of any release or contamination of Hazardous Materials on the License Premises.

17. **Subordinated Privileges.**

(a) This License Agreement is subordinate to the prior and continuing right of Licensor, its successors and assigns, to use the Licensor Property provided that such rights shall not materially impair the beneficial privileges granted to Licensee hereunder.

(b) Licensor also reserves the right to grant and convey to others, rights, interests and privileges in and to the Licensor Property at any time during this License Agreement, provided that such rights shall not materially impair the beneficial privileges granted to Licensee hereunder. In no event shall conveyance by Licensor of rights or

privileges in the License Premises, as provided in Section 7(d)(iii) above, be deemed to materially impair with such privileges of Licensee.

18. **Notices.** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by electronic mail, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall be sent by electronic mail, a copy must follow via hand-delivery, U.S. registered mail, or U.S. certified mail.

To Licensee: City of Versailles
 104 N Fisher Street
 Versailles, MO 65084

To Licensor: Missouri Department of Natural Resources
 Attention: Real Estate Manager
 P.O. Box 176
 Jefferson City, Missouri 65102

With a copy to: Missouri Department of Natural Resources
 General Counsel's Office
 P.O. Box 176
 Jefferson City, Missouri 65102

19. **Assignment by Licensee Prohibited.** The License Agreement is personal to Licensee and may not be assigned without the express written consent of Licensor, which may be withheld by Licensor in its sole discretion. The License Agreement is not intended to, and shall not run with the land. This License Agreement and the rights and obligations of the parties hereto shall be binding and inure to the benefit of the parties and their respective permitted successors, legal representatives, and assigns. Any such partial assignment or sub-license shall be permitted only if Licensor provides its prior written consent and only (i) upon notice to Licensor, (ii) after Licensor's prior review of the sublicense or related agreement in order to assure compliance with the terms and conditions of this License Agreement, and (iii) subject to the restriction that Licensee remains fully liable for all obligations and liabilities created under this License Agreement and shall keep its insurance requirements in full force and effect. In the event that any assignment of Licensee's rights hereunder is so permitted by Licensor, Licensee shall not be released from any of its duties, obligations or liabilities hereunder, whether arising or accruing prior to, on or after the date of any such assignment. Any attempt by Licensee to assign all or any portion of its interest in this License Agreement without Licensor's prior written approval shall be void and of no force and effect. Any assignment agreed to by Licensor does not relieve Licensee of liability or maintenance responsibilities under this License Agreement.

20. **Miscellaneous.**

(a) All portions of this License Agreement which require Licensee to perform or undertake any obligations shall survive the termination of this License Agreement.

(b) There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth in this License Agreement. Any amendments to this License Agreement must be in writing and executed by Licensor and Licensee. Licensee agrees to cooperate with Licensor in executing any additional documents reasonably necessary to protect Licensor's rights under this License Agreement.

(c) This License Agreement shall be construed in accordance with the laws of the State of Missouri.

(d) Time is of the essence with respect to all provisions of this License Agreement.

(e) Licensee represents and warrants that (i) it is duly organized, validly existing and in good standing in its state of organization; (ii) it has full power and authority to enter into this License Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; (iii) the execution and performance of this License Agreement has been duly authorized by all necessary actions and that pursuant to such actions, this License Agreement constitutes a valid and binding obligation of Licensee and is enforceable against Licensee in accordance with its terms.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this License Agreement as of the date noted above.

Licensor:

MISSOURI DEPARTMENT OF NATURAL
RESOURCES

By: _____

Name Printed:

Title:

Licensee:

By: _____

Name Printed: Jamie K. Morrow

Title: Mayor

