



**CITY OF ASHLAND  
815 EAST BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, OCTOBER 02, 2018  
7:00 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 10-02-2018 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 9-12-2018 special meeting minutes: **Action:** \_\_\_\_\_
3. Consideration of the 9-18-2018 meeting minutes: **Action:** \_\_\_\_\_

**PUBLIC COMMENTS**

4. Anyone wishing to appear before the Board

**APPOINTMENTS**

5. None

**COUNCIL BILLS**

6. Council Bill No. 2018-048, an ordinance amending Chapter 12, Public Infrastructure, Appendix A, pertaining to culverts. First reading by title only. **Action:** \_\_\_\_\_
7. Council Bill No. 2018-049, an ordinance to amend Chapter 11, Subdivision Regulations, Section 11.260, City to Maintain of the Code of the City of Ashland. First reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2018-050, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2019 budget. First reading by title only. **Action:** \_\_\_\_\_
9. Council Bill No. 2018-051, an ordinance authorizing the escrow of funds sufficient to defease and redeem certain bonds of the City of Ashland, Missouri, and authorizing certain documents and actions in connection therewith. First reading by title only. **Action:** \_\_\_\_\_

10. Council Bill No. 2018-052, an ordinance amending the contract pertaining to providing for the purchase of real property within the City of Ashland from Westhoff Rentals LLC. First reading by title only. **Action:** \_\_\_\_\_
11. Council Bill No. 2018-053, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to L. Michael Collins Trust located at 200 North Main Street. First reading by title only. **Action:** \_\_\_\_\_
12. Council Bill No. 2018-054, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to James Nichols, Hayley E. Lombard, Elson Nichols and Cheryl Nichols located at 302 West Broadway. First reading by title only. **Action:** \_\_\_\_\_
13. Council Bill No. 2018-055, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 109 East Broadway. First reading by title only. **Action:** \_\_\_\_\_
14. Council Bill No. 2018-056, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 107 East Liberty Lane. First reading by title only. **Action:** \_\_\_\_\_

#### ORDINANCES

15. Ordinance No. 1204, an ordinance granting a conditional use permit to Conservation Home Builders for a Planned Residential District. **Action:** \_\_\_\_\_
16. Ordinance No. 1205, an ordinance authorizing the escrow of funds sufficient to defease and redeem certain bonds of the City of Ashland, Missouri, and authorizing certain documents and actions in connection therewith. **Action:** \_\_\_\_\_
17. Ordinance No. 1206, an ordinance amending Chapter 12, Public Infrastructure, Appendix A, pertaining to culverts. **Action:** \_\_\_\_\_
18. Ordinance No. 1207, an ordinance amending the contract pertaining to providing for the purchase of real property within the City of Ashland from Westhoff Rentals LLC. **Action:** \_\_\_\_\_
19. Ordinance No. 1208, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to L. Michael Collins Trust located at 200 North Main Street. **Action:** \_\_\_\_\_
20. Ordinance No. 1209, an ordinance authorizing the sale of real estate owned by the City of Ashland, Missouri, a Municipal Corporation, to James Nichols, Hayley E. Lombard, Elson Nichols and Cheryl Nichols located at 302 West Broadway. **Action:** \_\_\_\_\_

21. Ordinance No. 1210, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 109 East Broadway. **Action:** \_\_\_\_\_
22. Ordinance No. 1211, an ordinance authorizing the Mayor to enter into a commercial lease agreement with Westhoff Rentals, LLC for 107 East Broadway  
**Action:** \_\_\_\_\_

#### RESOLUTIONS

23. A resolution to accept Steiler Planning, LLC as our facilitator of the Comprehensive Plan Update. **Action:** \_\_\_\_\_
24. A resolution accepting the bid for drywall for the new water department building.  
**Action:** \_\_\_\_\_
25. A resolution adopting a Debt Management Policy for the City of Ashland, Mo.  
**Action:** \_\_\_\_\_

#### OTHER

26. Consideration of adjustment of sewer bills for two accounts for Hummingbird Properties


#### DISCUSSION

27. None

#### REPORTS

28. Mayor's Report  
29. City Administrator's Report/Police Chief  
30. City Attorney's Report  
31. Board of Aldermen's Report  
32. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting)

Posted: 9-28-2018@ 1:15 PM 

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

THURSDAY, SEPTEMBER 12, 2018  
SPECIAL BOARD OF ALDERMEN MEETING MINUTES  
4:30 P.M.

**DRAFT COPY NOT APPROVED BY BOARD**

Mayor Rhorer called the special meeting to order at 4:30 p.m. on Wednesday, September 12<sup>th</sup>, 2018 at 109 East Broadway, Ashland, Missouri.

Mayor Rhorer called the roll:

Ward One: Leslie Martin-here, Danny Clay-here  
Ward Two: Jesse Bronson-here, Richard Sullivan-here  
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Shelley Martin, Deputy City Clerk and Lyn Woolford, Police Chief/City Administrator.

Mayor Rhorer presented a Resolution to allow the City Administrator to pursue grant money to fund a storm shelter for the YMCA, located at 504 South Main St. Alderman Bronson made motion and seconded by Alderman Sapp to consider the resolution to allow the City Administrator to pursue grant money. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator, stated representatives for the YMCA were in attendance to answer any questions. David Bock with Mid-West Regional Planning explained that the City of Ashland would need to submit a notice of interest to FEMA by Friday, September 14<sup>th</sup>, 2018 to secure a place in line for funding. David Bock explained that FEMA currently has funds available, applications of interest would be reviewed as submitted and if the City of Ashland was chosen then more information about the grant would be available. Mayor Rhorer asked if the grant would affect the City budget, if funds were available to compensate City staff for managing the grant and how much was the grant. David Bock responded at least 1.2 million in funds would be available, maybe more. David Bock explained that the grant was a 75/25 split and would fund up to a 9,000 square foot shelter, based on the population of the City of Ashland. David Bock added that 5% of the funds were allotted to pay for a grant administrator outside of what the City of Ashland would be required to do and to hire an environmental consultant. City Administrator Lyn Woolford asked the representatives if the YMCA would be contributing the other 25% of the funds for the construction of the storm shelter. The representatives stated they would. Mayor Rhorer called for a vote to allow the City Administrator to submit a notice of interest to FEMA to apply for the Pre-Disaster Mitigation (PDM) funds, Alderman Sapp-aye, Alderman Sullivan-aye, Alderman Clay-aye, Alderman Martin-aye, Alderman Bronson-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer called to adjourn meeting. Alderman Sapp made motion and seconded by Alderman Clay to adjourn the meeting. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sapp-aye, Alderman Clay-aye, Alderman Lewis-aye, Alderman Sapp-aye, Alderman Bronson-nay. Motion carried.

Shelley Martin, Deputy City Clerk

Gene Rhorer, Mayor

TUESDAY, SEPTEMBER 18, 2018  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.

DRAFT COPY NOT APPROVED BY BOARD

Mayor Pro-tem Lewis called the regular meeting to order at 7:00 p.m. on September 18, 2018 at 815 East Broadway, Ashland, Missouri.

Mayor Pro-tem Lewis led in the pledge of allegiance.

Mayor Pro-tem Lewis called the roll:

Ward One: Leslie Martin-here, Danny Clay-here  
Ward Two: Jesse Bronson-here, Richard Sullivan-here  
Ward Three: Rick Lewis-here, Jeff Sapp-absent

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief/City Administrator and Jeffrey Kays, City Attorney.

Mayor Rhorer was absent.

Mayor Pro-tem Lewis presented the agenda of September 18, 2018 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Pro-tem Lewis called for the vote. Motion carried.

Mayor Pro-tem Lewis presented the minutes of September 04, 2018 Board meeting for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Pro-tem Lewis called for the vote. Motion carried.

Mayor Pro-tem Lewis asked if anyone wished to appear before the Board to come to the podium and state their name and place of residence on any subject.

Cathy Sherman stated she resides at 502 Apartment D, Douglas Drive and owns the six-plex. She stated she is interested in the conditional use permit for Conservation Home Builders, LLC because it lays across her backyard. She stated she rents to families that enjoy being in their yard. She said Mike McCubbin has walked his lot with her and explained in detail what his plans for the planned residential development will be. She said she feels good about what he is proposing to do. She stated with the vacant lot she has noticed vehicles meeting at weird hours in the cul-de-sac and there is foot traffic through her yard. She also expressed concern of a drainage issue in this area.

Christina Luebbert of Luebbert Engineer stated she has done work on and off in Ashland for 23 years. She stated tonight is the land use for Mike McCubbin for Conservation Home Builders, LLC. She stated they have not started the final engineering of the site until the land use is approved. She asked for any questions. She stated the stormwater issues would be included in the engineering plans. She stated that she has not done the full topo fieldwork on this site yet.

Mike McCubbin owner of Conservation Home Builders, LLC stated he is asking for a planned residential district. He explained about the other rental properties he currently owns. He stated that he has met with several of the property owners surrounding this proposed development and discussed his plans with them. He stated most of them see this as a good fit. Alderman Bronson stated this is good testament and it seems things are in order and he thanked Mr. McCubbin for the work he has put in on this.

Mayor Pro-tem Lewis presented Jessy Henderson to serve on the Parks and Recreation Board. Jessy Henderson introduced herself to the Board and explained her interest in serving on the Park and Recreation Board. Alderman Bronson made motion and seconded by Alderman Clay to appoint Jessy Henderson to serve on the Parks and Recreation Board. Mayor Pro-tem Lewis called for questions or comments. Mayor Pro-tem Lewis called for the vote. Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Sapp-absent. Motion carried.

Mayor Pro-tem Lewis reported Jeremy Wilkerson withdrew his application to serve on the Parks and Recreation Board. He stated no action needed to be taken.

Mayor Pro-tem Lewis presented Council Bill No. 2018-047 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2018-047, an ordinance granting a conditional use permit to Conservation Home Builders, LLC for a Planned Residential District. First reading by title only. Mayor Pro-tem Lewis called for questions or comments. Lyn Woolford, City Administrator stated they have reviewed the conceptual drawing. Alderman Bronson stated he has heard zero complaints about it. Mayor Pro-tem Lewis reported there is a memo from the Planning and Zoning Commission recommending approval of this conditional use permit. Mayor Pro-tem Lewis called for the vote. Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Sapp-absent. Motion carried.

Mayor Pro-tem Lewis presented Ordinance No. 1202 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1202, an ordinance to award the bid for concrete approach for the new water building to Niswanger Concrete Construction, LLC. Mayor Pro-tem Lewis called for questions or comments. Lyn Woolford, City Administrator reported this is the lowest bidder. Mayor Pro-tem Lewis called for the vote. Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Sapp-absent. Motion carried.

Mayor Pro-tem Lewis presented Ordinance No. 1203 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1203 an ordinance authorizing the Mayor to enter into a development agreement with Cartwright Properties. Mayor Pro-tem Lewis called for questions or comments. Lyn Woolford, City Administrator stated this Ordinance is okay to move forward. Mayor Pro-tem Lewis called for the vote. Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Sapp-absent. Motion carried.

Mayor Pro-tem Lewis presented a Resolution for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up for consideration a Resolution authorizing the purchase of de-icing salt. Mayor Pro-tem Lewis called for questions or comments. Alderman Bronson questioned why we are buying this now. Lyn Woolford, City Administrator reported we have not bought any de-icing salt for two years and we are down to one bin. Lyn Woolford reported Central Salt was the lowest bid and we intend to purchase 150 tons of de-icing salt. Alderman Bronson stated the quote shows that price at 50 tons. Lyn Woolford, City Administrator reported he would check the price before ordering. Mayor Pro-tem Lewis called for the vote. Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderman Sapp-absent. Motion carried.

Mayor's Report:  
Mayor Rhorer was absent.

City Administrator/Police Chief Report:

Lyn Woolford gave an overview of the financial income report for September on the sales taxes and property taxes. He stated we would start collecting the park/stormwater tax in October and it should mirror the capital and transportation sales tax revenue. He also presented the summary of income for the general fund and gave an overview of this to the Board.

Lyn Woolford gave an update on the purchase of property from Dave Westhoff. He informed the Board that we would not be splitting the payments up we will pay the \$375,000.00 up front at closing. He stated that the recycling lot is not sold but there is interest in this lot. He stated he has an offer for the police garage, closing on the property on North Main Street at the end of September. He stated he is also been negotiating the sale of city hall.

Lyn Woolford reminded the Board of the recycling meeting for tomorrow night at 6:30 p.m. at the American Legion Hall.

Lyn Woolford, City Administrator shared a conceptual drawing of the new City Hall and police department. He gave an overview of the proposed layout.

City Attorney report:

Jeffrey Kays did not have a report.

Board of Aldermen's Reports:

Alderman Sullivan questioned grass clippings in streets. He stated that his wife said she saw heated discussion on this topic and some people said they were going to continue to do this. Lyn Woolford reported that if they see the grass clippings in the street they talk to the homeowner and if they are not home they leave a door hanger. He stated if this continues to be an issue they will start writing summons.

Alderman Bronson updated the Board on the Park and Recreation Board meeting. He stated they discussed the YMCA asking for money from the park, mission statement for parks.

Lyn Woolford stated that he received two proposals for the Comprehensive Plan. He stated the low bid was between \$30 to \$45 thousand dollars and the other bid was for \$99,990.00. He stated that he would have this on the next agenda.

Alderman Bronson continued with his report. He stated there was discussion of appreciation letters being given to previous park board members for their service. He stated they discussed vacancies in the park board.

He gave an update on the Fall Festival and reported some vendors pulled out due to no electricity being available on the Potterfield site. He stated there was some issues with communication on the fall festival.

Alderman Bronson stated they have been discussing the Christmas parade and it will be held at the park this year since the park board bought a Christmas Tree. He stated they also discussed the playground sign and getting it redone.

Alderman Bronson stated the walking school bus has been extended to October 12 and he encouraged the Board members to participate.

Alderman Bronson stated he has heard discussion of the purchase of the property for the police department/City Hall. He stated he has heard concerns of the traffic congestion in this area.

Alderman Bronson made motion and seconded by Alderman Clay to adjourn the meeting. Mayor Pro-tem Lewis called for the vote. Motion carried.

Darla Sapp, City Clerk

Rick Lewis, Mayor Pro-tem



COUNCIL BILL NO. 2018-048

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 12, PUBLIC INFRASTRUCTURE, APPENDIX A  
PERTAINING TO CULVERTS

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 12, Appendix A of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

**1.8. Materials Allowed (culverts):**

Reinforced Concrete Pipe (RCP), Corrugated Metal Pipe (CMP) and High Density Polyethylene (HDPE).

Street Culverts

RCP and CMP. CMP shall be both zinc and polymeric coated. HP (Polyethylene) and HDPE (High Density Polyethylene)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

COUNCIL BILL NO. 2018-049

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 11, SUBDIVISION REGULATIONS, SECTION 11.260 CITY TO MAINTAIN, OF THE CODE OF THE CITY OF ASHLAND

BE IT ORDAINED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Chapter 11 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

**11.260. City to Maintain**

Following construction of all required improvements and following final inspection and approval of same by appropriate city authorities, the City of Ashland, Missouri, shall be responsible for ~~maintenance, upkeep and repair of all such improvements.~~ fifty percent of any repair costs with the remaining fifty percent the responsibility of the property owner.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

COUNCIL BILL NO. 2018-050

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN  
ACCOUNTS WITHIN THE FISCAL YEAR 2019 BUDGET

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WHEREAS, the Board of Aldermen has reviewed the expenditures for the fiscal year budget beginning May 1, 2018; and

WHEREAS, unforeseen circumstances have arisen and the budget estimation for certain accounts is not sufficient.

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

Section 1. The Board of Aldermen hereby authorizes funds to be appropriated as attached and marked as Exhibit "A" hereto and made as if fully set forth herein.

Section 2. The Board further instructs the City Treasurer to make the appropriations as set forth in this ordinance.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

ACCOUNT NO.	ACCOUNT NAME	ORIGINAL BUDGET	NEW BUDGET
GENERAL			
4020	INTEREST INCOME	18,000.00	24,318.67
4135	WIRELESS LEASE AGG	425,000.00	422,350.54
4140	MISCELLANEOUS	9,000.00	66,242.70
5001	SALARIE-OVERTIME	-	100.00
5040	WORK COMP	2,000.00	1,310.08
5121	MMRCOG	1,112.10	1,149.17
5122	MML	770.70	675.00
5205	PRO/AUTO INSU.	50,000.00	48,778.44
5215	CITY AUDIT	13,000.00	12,100.00
5240	MISCELLANEOUS EX.	100.00	2,000.00
5840	EVENT LIGHTS	400.00	1,000.00
COMM. DEVELOPMENT			
4112	P&Z APP./SIGN PERMITS	29,000.00	33,311.80
4124	RECORDING	500.00	1,183.00
5380	SERVICE AGGREGEMENTS	10,000.00	11,630.00
POLICE DEPARTMENT			
4413	RECOUPMENT FEES	100.00	250.00
4418	REPORTS	100.00	160.00
5005	RESERVE OFFICERS	3,000.00	6,000.00
5040	WORK COMP INSURANCE	20,000.00	19,350.40
5816	CAPITAL EXPENDITURES	-	10,000.00
5835	COMPUTERS MAINTENANCE	3,500.00	4,500.00
PARK DEPARTMENT			
5002	SALARIE-SUMMER	13,000.00	13,240.00
5010	PAYROLL TAXES	1,500.00	1,012.89
5425	VEHICLE/EQUIPMENT FUEL	3,200.00	3,500.00
COURT			
4450	COURT AUTOMATED FUND	1,500.00	42.00
4452	STATE CLERK'S FEE	2,000.00	72.00
4454	COUNTY CLERK'S FEE	600.00	18.00
4456	CRIME VICTIM COMPENSATI	1,500.00	45.00
4461	MTV COURT FINES	15,000.00	205.00
4462	SHERIFF'S RETIREMENT FUND	700.00	18.00
5450	COURT AUTOMATED FUND	1,500.00	70.00
5452	STATE CLERK'S FEE	2,000.00	120.00
5454	COUNTY CLERK'S FEE	600.00	30.00
5456	CRIME VICTIM COMPENSATI	1,500.00	71.30
5458	LAW ENFORCEMENT TRAINI	4,000.00	10.00
5462	SHERIFF'S RETIREMENT FUND	700.00	30.00

PARK(NEW FUND)

4005	PARK/STORMWATER TAX	100,000.00	59,000.00
5270	SERVICE AGGREEMENTS	500.00	500.00
5305	UTILITIES	2,000.00	2,000.00
5420	VEHICLE/EQUIP MAINT.	4,500.00	1,500.00
5425	VEHICLE/EQUIP FUEL	4,500.00	1,500.00
5604	STORMWATER REPAIRS	10,000.00	-
5621	STORMWATER MAINT.	5,000.00	-
5629	STORMWATER MATERIALS	5,000.00	-
5800	ENGINEERING	10,000.00	-
5810	CAPITAL EQUIPMENT	10,000.00	-

STREET

5001	SALARIES-OVERTIME	-	300.00
5030	HEALTH INSURANCE	10,000.00	7,370.00
5040	WORK COMP INSURANCE	4,000.00	3,350.40
5125	PERSONAL SAFETY EQUIP	50.00	109.26
5817	SIGNS AND POSTS	800.00	2,000.00

WATER

4130	RETURN PAYMENTS	800.00	500.00
4140	MISCELLANEOUS INCOME	100.00	1,000.00
4280	SERVICE CHARGE PENALTY	30,000.00	27,100.00
4530	INCOME DEBT SERVICE	130,000.00	21,534.51
5040	WORK COMP INSURANCE	10,500.00	9,850.40
5225	PRIMACY FEE	6,000.00	5,609.09
5515	2008A BOND INTERST	80,000.00	8,000.00
5638	ADVERTISING	60.00	128.08
5800	ENGINEERING	2,500.00	1,494.42

TRASH

4280	SERVICE CHARGE PENALTY	8,000.00	3,000.00
5000	SALARIES	32,000.00	35,000.00
5030	HEALTH INSURANCE	10,000.00	5,600.00
5040	WORK COMP INSURANCE	900.00	290.72

SEWER

4020	INTEREST INCOME	1,400.00	1,347.00
4275	SEWER CONNECT/COLLECT	2,500.00	3,500.00
4280	SERVICE CHARGE PENALTY	15,000.00	14,205.00
4300	SEWER INCOME	385,000.00	489,000.00
4315	SEWER IMPACT FEE	75,000.00	69,300.00
4320	SEWER DIST. CONNECT FEE	75,000.00	63,700.00
5310	BOONE ELECTRIC	6,500.00	7,300.00
5315	AMERENMO	105,000.00	92,000.00
5380	SERVICE AGGREEMENTS	-	3,126.60
5600	MO ONE CALL LOCATES	300.00	150.00

CAPITAL

4140	OTHER INCOME	-	22,000.00
5881	STREET	7,235.00	8,885.00
5884	STORMWATER	8,000.00	7,878.78

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
GENERAL FUND						
ADMINISTRATION DEPT						
10-10-4000	PROPERTY TAX REAL & PERSONAL	175,000.00	297.23	2,484.23	1.42	172,515.77
10-10-4010	1% LOCAL SALES TAX	375,000.00	39,997.25	175,506.09	46.80	199,493.91
10-10-4011	FINANCIAL INSTITUTION TAX	400.00	.00	.00	.00	400.00
10-10-4012	SURTAXES	8,000.00	.00	.00	.00	8,000.00
10-10-4020	INTEREST INCOME	24,318.67	.00	11,457.67	47.11	12,861.00
10-10-4130	RETURN PAYMENTS	.00	.00	.00	.00	.00
10-10-4135	WIRELESS LEASE AGREEMENT	422,350.54	1,460.15	422,350.54	100.00	.00
10-10-4140	MISCELLANEOUS INCOME	66,242.70	225.22	1,865.32	2.82	64,377.38
10-10-4155	3% GROSS RECEIPTS CHARTER COM	16,000.00	.00	6,491.78	40.57	9,508.22
10-10-4160	5% GROSS RECEIPTS AMERENMO	200,000.00	.00	67,865.99	33.93	132,134.01
10-10-4165	5% GROSS RECEIPTS BOONE ELECTR	24,500.00	2,615.95	9,966.79	40.68	14,533.21
10-10-4170	5% GROSS RECEIPTS MOBILE TELE	68,000.00	5,089.45	26,567.33	39.07	41,432.67
10-10-4600	LIQUOR & BUSINESS LICENSE	2,400.00	30.00	2,185.00	91.04	215.00
	ADMINISTRATION TOTAL	1,382,211.91	49,715.25	726,740.74	52.58	655,471.17
COMM DEV/CODE ENFORCEMENT DEPT						
10-11-4110	BUILDING PERMITS	60,000.00	2,106.01	21,686.01	36.14	38,313.99
10-11-4112	P&Z APPLICATION/SIGN PERMITS	33,311.80	7,525.00	21,801.20	65.45	11,510.60
10-11-4113	PROCESSING FEE	5,000.00	150.00	1,499.61	29.99	3,500.39
10-11-4114	PROPERTY CODE VIOLATIONS	.00	.00	.00	.00	.00
10-11-4120	DRIVEWAY APPROACH INSPECTIONS	2,500.00	75.00	700.00	28.00	1,800.00
10-11-4122	INFRASTRUCTURE DEV. INSPECTION	21,000.00	2,501.00	10,315.50	49.12	10,684.50
10-11-4124	RECORDING	1,183.00	.00	683.00	57.73	500.00
	COMM DEV/CODE ENFORCEMENT TOTA	122,994.80	12,357.01	56,685.32	46.09	66,309.48
POLICE DEPT						
10-15-4140	MISCELLANEOUS INCOME	200.00	.00	.00	.00	200.00
10-15-4179	RESTITUTION	.00	.00	.00	.00	.00
10-15-4330	GRANT INCOME	.00	.00	.00	.00	.00
10-15-4331	P.O.S.T.	500.00	.00	.00	.00	500.00
10-15-4332	BVP GRANT	1,750.00	.00	767.50	43.86	982.50
10-15-4335	DONATIONS	.00	.00	.00	.00	.00
10-15-4411	FINGERPRINTING	50.00	.00	20.00	40.00	30.00
10-15-4413	RECOUPMENT FEES	250.00	.00	159.50	63.80	90.50
10-15-4418	REPORTS	160.00	.00	79.20	49.50	80.80
10-15-4419	OFF DUTY EMPLOYMENT	1,500.00	1,380.00	1,380.00	92.00	120.00
	POLICE TOTAL	4,410.00	1,380.00	2,406.20	54.56	2,003.80
PARK DEPT						
10-18-4335	PARK DONATIONS	100.00	.00	100.00	100.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PARK TOTAL	100.00	.00	100.00	100.00	.00
	<b>TOTAL REVENUE</b>	<b>1,509,716.71</b>	63,452.26	785,932.26	52.06	723,784.45
ADMINISTRATION DEPT						
10-10-5000	SALARIES	165,000.00	7,457.52	65,603.22	39.76	99,396.78
10-10-5001	SALARIES-OVERTIME	100.00	.00	13.77	13.77	86.23
10-10-5010	PAYROLL TAXES	15,000.00	570.50	5,054.31	33.70	9,945.69
10-10-5020	LAGERS	6,000.00	124.18	1,534.68	25.58	4,465.32
10-10-5030	HEALTH INSURANCE	26,000.00	1,079.13	9,061.56	34.85	16,938.44
10-10-5040	WORK COMP INSURANCE	1,310.08	.00	1,310.08	100.00	.00
10-10-5060	PRE-PAID LEGAL SERVICES	.00	.00	.00	.00	.00
10-10-5070	HEALTH/FITNESS	.00	.00	.00	.00	.00
10-10-5115	PROF TRAINING/MILEAGE	6,000.00	.00	773.14	12.89	5,226.86
10-10-5120	PROF. MEMBERSHIPS	2,000.00	.00	288.00	14.40	1,712.00
10-10-5121	MMRCOG	1,149.17	.00	1,149.17	100.00	.00
10-10-5122	MML	675.00	.00	675.00	100.00	.00
10-10-5205	PROPERTY/AUTO INSURANCE	48,778.44	268.00	48,778.44	100.00	.00
10-10-5210	LEGAL FEES-CITY ATTORNEY	24,000.00	2,317.50	7,640.00	31.83	16,360.00
10-10-5211	SPECIAL LEGAL EXPENSES	.00	.00	.00	.00	.00
10-10-5215	CITY AUDIT	12,100.00	.00	12,100.00	100.00	.00
10-10-5240	MISCELLANEOUS EXPENSE	2,000.00	.00	1,608.75	80.44	391.25
10-10-5244	CONTINGENCY	3,000.00	.00	.00	.00	3,000.00
10-10-5245	BANK SERVICE CHARGES	.00	.00	.00	.00	.00
10-10-5300	MAINTENANCE & IMPROVEMENTS	3,000.00	.00	990.71	33.02	2,009.29
10-10-5303	OPERATION/SUPPLIES	.00	.00	.00	.00	.00
10-10-5305	UTILITIES	3,000.00	.00	1,907.07	63.57	1,092.93
10-10-5306	STREET LIGHTS/CITY SIRENS	70,000.00	5,456.00	27,919.28	39.88	42,080.72
10-10-5360	TELEPHONE	2,300.00	173.82	1,374.70	59.77	925.30
10-10-5380	SERVICE AGREEMENTS	11,000.00	1,473.63	7,725.00	70.23	3,275.00
10-10-5381	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00
10-10-5638	ADVERTISING	2,000.00	98.10	1,402.06	70.10	597.94
10-10-5640	DRUG & ALCOHOL TESTING	150.00	.00	.00	.00	150.00
10-10-5643	ELECTION FEES	10,000.00	.00	705.73	7.06	9,294.27
10-10-5670	OFFICE & PRINTING SUPPLIES	6,000.00	.00	1,991.32	33.19	4,008.68
10-10-5680	POSTAGE	2,000.00	.00	1,500.00	75.00	500.00
10-10-5790	EMERGENCY PREPAREDNESS	300.00	.00	.00	.00	300.00
10-10-5815	SMALL EQUIPMENT	1,000.00	.00	40.00	4.00	960.00
10-10-5816	CAPITAL EXPENDITURE	.00	.00	.00	.00	.00
10-10-5835	COMPUTER MAINTENANCE	4,000.00	403.74	2,351.03	58.78	1,648.97
10-10-5840	EVENT LIGHTS	1,000.00	555.58	555.58	55.56	444.42
10-10-5850	GRANT	.00	.00	.00	.00	.00
10-10-5955	CITY EVENTS EXPENSE	.00	.00	.00	.00	.00
	ADMINISTRATION TOTAL	428,862.69	19,977.70	204,052.60	47.58	224,810.09
COMM DEV/CODE ENFORCEMENT DEPT						
10-11-5000	SALARIES	.00	.00	.00	.00	.00



**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-11-5001	SALARIES-OVERTIME	.00	.00	.00	.00	.00
10-11-5010	PAYROLL TAXES	.00	.00	.00	.00	.00
10-11-5020	LAGERS	.00	.00	.00	.00	.00
10-11-5030	HEALTH INSURANCE	.00	.00	.00	.00	.00
10-11-5040	WORK COMP INSURANCE	.00	.00	.00	.00	.00
10-11-5130	BUILDING PERMITS	60,000.00	2,505.10	22,357.50	37.26	37,642.50
10-11-5135	PLANNING AND ZONING/SITE PERMI	27,000.00	.00	21,241.50	78.67	5,758.50
<b>10-11-5380</b>	<b>SERVICE AGREEMENTS</b>	<b>11,630.00</b>	<b>1,630.00</b>	<b>11,630.00</b>	<b>100.00</b>	<b>.00</b>
10-11-5676	RECORDING	1,000.00	.00	664.73	66.47	335.27
10-11-5677	MAPPING	.00	.00	.00	.00	.00
10-11-5678	INFRASTRUCTURE DEV INSPECTION	20,000.00	2,999.00	11,996.50	59.98	8,003.50
10-11-5679	RPC TRANSPORTATION PLANNING	.00	.00	.00	.00	.00
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	COMM DEV/CODE ENFORCEMENT TOTA	<b>119,630.00</b>	7,134.10	67,890.23	56.75	51,739.77

POLICE CLERK DEPT

10-14-5000	SALARIES	.00	.00	.00	.00	.00
10-14-5001	SALARIES-OVERTIME	.00	.00	.00	.00	.00
10-14-5010	PAYROLL TAXES	.00	.00	.00	.00	.00
10-14-5020	LAGERS	.00	.00	.00	.00	.00
10-14-5030	HEALTH INSURANCE	.00	.00	.00	.00	.00
10-14-5040	WORK COMP INSURANCE	.00	.00	.00	.00	.00
10-14-5070	HEALTH/FITNESS	.00	.00	.00	.00	.00
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	POLICE CLERK TOTAL	.00	.00	.00	.00	.00

POLICE DEPT

10-15-5000	SALARIES	287,301.00	12,331.74	107,956.64	37.58	179,344.36
10-15-5001	SALARIES-OVERTIME	3,500.00	141.38	620.84	17.74	2,879.16
<b>10-15-5005</b>	<b>RESERVE OFFICERS</b>	<b>6,000.00</b>	<b>.00</b>	<b>1,879.10</b>	<b>31.32</b>	<b>4,120.90</b>
10-15-5007	OFF DUTY EMPLOYMENT	1,500.00	.00	1,150.00	76.67	350.00
10-15-5010	PAYROLL TAXES	20,500.00	954.20	8,572.45	41.82	11,927.55
10-15-5020	LAGERS	11,000.00	620.09	5,746.85	52.24	5,253.15
10-15-5030	HEALTH INSURANCE	60,000.00	2,204.98	17,764.93	29.61	42,235.07
<b>10-15-5040</b>	<b>WORK COMP INSURANCE</b>	<b>19,350.40</b>	<b>.00</b>	<b>19,350.40</b>	<b>100.00</b>	<b>.00</b>
10-15-5060	PRE-PAID LEGAL SERVICES	.00	.00	.00	.00	.00
10-15-5070	HEALTH/FITNESS	.00	.00	.00	.00	.00
10-15-5105	POLICE HIRING	100.00	.00	.00	.00	100.00
10-15-5110	UNIFORMS/EQUIPMENT	3,000.00	.00	1,186.02	39.53	1,813.98
10-15-5112	AMMUNITION	3,000.00	.00	.00	.00	3,000.00
10-15-5113	SPECIAL EQUIPMENT	1,500.00	.00	724.90	48.33	775.10
10-15-5115	PROF. TRAINING/MILEAGE	3,000.00	100.00	1,695.36	56.51	1,304.64
10-15-5120	PROF. MEMBERSHIPS	300.00	.00	40.00	13.33	260.00
10-15-5125	PERSONAL SAFETY EQUIPMENT	1,500.00	.00	.00	.00	1,500.00
10-15-5240	MISCELLANEOUS EXPENSE	1,000.00	27.39	218.39	21.84	781.61
10-15-5300	BUILDING MAINTENANCE & IMPROVE	2,500.00	4.87	306.47	12.26	2,193.53
10-15-5305	UTILITIES	2,300.00	.00	1,058.12	46.01	1,241.88
10-15-5360	TELEPHONE	3,500.00	562.06	1,809.78	51.71	1,690.22
10-15-5380	SERVICE AGREEMENTS	17,000.00	141.13	5,448.69	32.05	11,551.31

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-15-5420	VEHICLE & EQUIPMENT MAINTENANC	15,000.00	677.10	4,590.25	30.60	10,409.75
10-15-5425	VEHICLE & EQUIPMENT FUEL	18,000.00	1,507.50	7,471.53	41.51	10,528.47
10-15-5638	ADVERTISING	.00	.00	.00	.00	.00
10-15-5640	DRUG AND ALCOHOL TESTING	250.00	.00	65.00	26.00	185.00
10-15-5670	OFFICE & PRINTING SUPPLIES	3,000.00	55.00	679.99	22.67	2,320.01
10-15-5680	POSTAGE	500.00	.00	250.00	50.00	250.00
10-15-5810	CAPITAL EQUIPMENT	1,000.00	.00	.00	.00	1,000.00
10-15-5815	SMALL EQUIPMENT	2,000.00	39.99	902.37	45.12	1,097.63
10-15-5816	CAPITAL EXPENDITURES	10,000.00	.00	.00	.00	10,000.00
10-15-5835	COMPUTERS MAINTENANCE	4,500.00	1,681.23	3,182.15	70.71	1,317.85
10-15-5850	GRANT	.00	.00	.00	.00	.00
10-15-5851	P.O.S.T.	500.00	.00	500.00	100.00	.00
10-15-5852	BVP GRANT	3,500.00	.00	1,550.00	44.29	1,950.00
10-15-5926	DONATIONS	.00	.00	.00	.00	.00
10-15-5928	MUNICIPAL BONDS	.00	.00	.00	.00	.00
	POLICE TOTAL	506,101.40	21,048.66	194,720.23	38.47	311,381.17
	CROSSING GUARD DEPT					
10-17-5000	SALARIES	.00	.00	.00	.00	.00
10-17-5010	PAYROLL TAXES	.00	.00	.00	.00	.00
10-17-5040	WORK COMP INSURANCE	.00	.00	.00	.00	.00
	CROSSING GUARD TOTAL	.00	.00	.00	.00	.00
	PARK DEPT					
10-18-5002	SALARIES - SUMMER	13,240.00	200.00	13,240.00	100.00	.00
10-18-5010	PAYROLL TAXES	1,012.89	15.30	1,012.89	100.00	.00
10-18-5040	WORK COMP INSURANCE	200.00	.00	200.00	100.00	.00
10-18-5240	MISCELLANEOUS EXPENSE	300.00	.00	195.00	65.00	105.00
10-18-5241	FLAG FUND	848.45	.00	848.45	100.00	.00
10-18-5305	UTILITIES	1,700.00	43.43	781.41	45.97	918.59
10-18-5380	SERVICE AGREEMENTS	4,000.00	.00	3,078.75	76.97	921.25
10-18-5420	VEHICLE & EQUIPMENT MAINTENANC	4,000.00	68.50	634.52	15.86	3,365.48
10-18-5425	VEHICLE & EQUIPMENT FUEL	3,500.00	347.62	2,504.84	71.57	995.16
10-18-5610	MAINTENANCE	8,000.00	.00	4,856.49	60.71	3,143.51
10-18-5810	CAPITAL EQUIPMENT	1,300.00	.00	216.00	16.62	1,084.00
10-18-5815	SMALL EQUIPMENT	.00	.00	.00	.00	.00
10-18-5816	CAPITAL EXPENDITURE	.00	.00	.00	.00	.00
10-18-5956	CITY PARK EVENTS	3,000.00	.00	.00	.00	3,000.00
	PARK TOTAL	41,101.34	674.85	27,568.35	67.07	13,532.99
	TRANSFER OUT DEPT					
10-90-9002	TRANSFER OUT	.00	.00	.00	.00	.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	<b>TOTAL EXPENSES</b>	<b>1,095,695.43</b>	48,835.31	494,231.41	45.11	601,464.02
	<b>GENERAL TOTAL</b>	<b>414,021.28</b>	14,616.95	291,700.85	70.46	122,320.43
	COURT FUND					
	COURT DEPT					
15-16-4450	COURT AUTOMATED FUND	42.00	.00	42.00	100.00	.00
15-16-4452	STATE CLERK'S FEE	72.00	.00	72.00	100.00	.00
15-16-4454	COUNTY CLERK'S FEE	18.00	.00	18.00	100.00	.00
15-16-4456	CRIME VICTIM COMPENSATION	45.00	.00	45.00	100.00	.00
15-16-4458	LAW ENFORCEMENT TRAINING LET	4,000.00	32.00	144.00	3.60	3,856.00
15-16-4459	INMATE DETAINEE SECURITY	1,000.00	32.00	136.00	13.60	864.00
15-16-4460	MUNICIPAL CT FINES	27,000.00	1,025.00	6,418.00	23.77	20,582.00
15-16-4461	MTV COURT FINES	205.00	.00	205.00	100.00	.00
15-16-4462	SHERIFF'S RETIREMENT FUND	18.00	.00	18.00	100.00	.00
15-16-4463	INMATE FEE	.00	.00	.00	.00	.00
15-16-4465	BOND FORFEITURE	3,000.00	.00	347.50	11.58	2,652.50
	<b>COURT TOTAL</b>	<b>35,400.00</b>	1,089.00	7,445.50	21.03	27,954.50
	<b>TOTAL REVENUE</b>	<b>35,400.00</b>	1,089.00	7,445.50	21.03	27,954.50
15-16-5000	SALARIES	11,000.00	417.53	4,175.20	37.96	6,824.80
15-16-5001	SALARIES-OVERTIME	.00	.00	.00	.00	.00
15-16-5010	PAYROLL TAXES	1,000.00	31.94	319.44	31.94	680.56
15-16-5020	LAGERS	600.00	14.20	141.96	23.66	458.04
15-16-5030	HEALTH INSURANCE	3,200.00	116.76	1,023.04	31.97	2,176.96
15-16-5240	COURT MISCELLANEOUS	4,000.00	.00	.00	.00	4,000.00
15-16-5448	LEGAL FEES - PROSECUTING ATTY	12,000.00	1,000.00	5,085.44	42.38	6,914.56
15-16-5450	COURT AUTOMATED FUND	70.00	.00	70.00	100.00	.00
15-16-5452	STATE CLERK'S FEE EXPENSE	120.00	.00	120.00	100.00	.00
15-16-5454	COUNTY CLERK'S FEE EXPENSE	30.00	.00	30.00	100.00	.00
15-16-5456	CRIME VICTIM COMPENSATION FEE	71.30	.00	71.30	100.00	.00
15-16-5458	LAW ENFORCEMENT TRAINING FEE	10.00	.00	10.00	100.00	.00
15-16-5462	SHERIFF'S RETIREMENT FUND	30.00	.00	30.00	100.00	.00
	<b>COURT TOTAL</b>	<b>32,131.30</b>	1,580.43	11,076.38	34.47	21,054.92
	<b>TOTAL EXPENSES</b>	<b>32,131.30</b>	1,580.43	11,076.38	34.47	21,054.92
	<b>COURT TOTAL</b>	<b>3,268.70</b>	491.43-	3,630.88-	111.08-	6,899.58
	PARK/STORMWATER TAX FUND					
	PARK DEPT					
18-18-4005	PARK/STORMWATER TAX	59,000.00	.00	.00	.00	59,000.00

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
18-18-4006	MISCELLANEOUS INCOME	.00	.00	.00	.00	.00
18-18-4335	PARK DONATIONS	500.00	.00	350.00	70.00	150.00
	PARK TOTAL	59,500.00	.00	350.00	.59	59,150.00
	TOTAL REVENUE	59,500.00	.00	350.00	.59	59,150.00
18-18-5000	SALARIES	.00	.00	.00	.00	.00
18-18-5001	SALARIES-OVERTIME	.00	.00	.00	.00	.00
18-18-5002	SUMMER SALARIES	.00	.00	.00	.00	.00
18-18-5010	PAYROLL TAXES	.00	.00	.00	.00	.00
18-18-5020	LAGERS	.00	.00	.00	.00	.00
18-18-5030	HEALTH INSURANCE	.00	.00	.00	.00	.00
18-18-5040	WORK COMP INSURANCE	.00	.00	.00	.00	.00
18-18-5240	MISCELLANEOUS EXPENSE	.00	.00	.00	.00	.00
18-18-5241	FLAG FUND	.00	.00	.00	.00	.00
18-18-5270	SERVICE AGREEMENTS	500.00	.00	.00	.00	500.00
18-18-5305	UTILITIES	2,000.00	.00	.00	.00	2,000.00
18-18-5420	VEH & EQUIP MAINTENANCE	1,500.00	.00	.00	.00	1,500.00
18-18-5425	VEH & EQUIP FUEL	1,500.00	.00	.00	.00	1,500.00
18-18-5604	STORMWATER REPAIRS	.00	.00	.00	.00	.00
18-18-5609	STORMWATER CONTRACT WORK	.00	.00	.00	.00	.00
18-18-5610	MAINTENANCE	10,000.00	.00	.00	.00	10,000.00
18-18-5621	STORMWATER MAINTENANCE	.00	.00	.00	.00	.00
18-18-5629	STORMWATER MATERIALS	.00	.00	.00	.00	.00
18-18-5800	ENGINEERING	.00	.00	.00	.00	.00
18-18-5810	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
18-18-5815	SMALL EQUIPMENT	.00	.00	.00	.00	.00
18-18-5816	CAPITAL EXPENDITURES	.00	.00	.00	.00	.00
18-18-5956	CITY PARK EVENTS	.00	.00	.00	.00	.00
	PARK TOTAL	15,500.00	.00	.00	.00	15,500.00
	TOTAL EXPENSES	15,500.00	.00	.00	.00	15,500.00
	PARK/STORMWATER TAX TOTAL	44,000.00	.00	350.00	.80	43,650.00

STREET FUND

STREET DEPT

20-20-4020	INTEREST INCOME	.00	.00	.00	.00	.00
20-20-4140	MISCELLANEOUS INCOME	100.00	.00	50.00	50.00	50.00
20-20-4174	TRANSPORTATION TAX	171,000.00	18,198.29	79,287.80	46.37	91,712.20
20-20-4175	MOTOR VEHICLE STATE SALES TAX	39,500.00	2,928.74	14,791.47	37.45	24,708.53
20-20-4176	MOTOR FUEL TAX	92,000.00	7,981.89	41,899.40	45.54	50,100.60
20-20-4177	MOTOR VEHICLE FEE	16,000.00	1,397.28	7,331.42	45.82	8,668.58

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
20-20-4178	ROAD TAX REPLACEMENT	158,000.00	.00	.00	.00	158,000.00
20-20-4183	ST EXCAVATION PERMIT	.00	.00	.00	.00	.00
20-20-4207	COUNTY RESERVE	.00	.00	.00	.00	.00
20-20-4330	GRANT INCOME	.00	.00	.00	.00	.00
20-20-4900	TRANSFER IN	.00	.00	.00	.00	.00
	<b>STREET TOTAL</b>	<b>476,600.00</b>	<b>30,506.20</b>	<b>143,360.09</b>	<b>30.08</b>	<b>333,239.91</b>
MAINSTREET SIDEWALK PROJ DEPT						
20-21-4330	SIDEWALK GRANT PROCEEDS	252,392.95	.00	.00	.00	252,392.95
	<b>MAINSTREET SIDEWALK PROJ TOTA</b>	<b>252,392.95</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>252,392.95</b>
TEAP GRANT PROJECT DEPT						
20-22-4330	TEAP GRANT PROCEEDS	13,728.72	.00	13,728.72	100.00	.00
	<b>TEAP GRANT PROJECT TOTAL</b>	<b>13,728.72</b>	<b>.00</b>	<b>13,728.72</b>	<b>100.00</b>	<b>.00</b>
	<b>TOTAL REVENUE</b>	<b>742,721.67</b>	<b>30,506.20</b>	<b>157,088.81</b>	<b>21.15</b>	<b>585,632.86</b>
STREET DEPT						
20-20-5000	SALARIES	38,376.00	2,360.00	15,776.02	41.11	22,599.98
20-20-5001	<b>SALARIES-OVERTIME</b>	<b>300.00</b>	<b>.00</b>	<b>114.00</b>	<b>38.00</b>	<b>186.00</b>
20-20-5002	SUMMER SALARIES	.00	.00	.00	.00	.00
20-20-5010	PAYROLL TAXES	4,000.00	177.36	1,221.50	30.54	2,778.50
20-20-5020	LAGERS	2,500.00	51.68	511.68	20.47	1,988.32
20-20-5030	<b>HEALTH INSURANCE</b>	<b>7,370.00</b>	<b>378.26</b>	<b>1,915.62</b>	<b>25.99</b>	<b>5,454.38</b>
20-20-5040	<b>WORK COMP INSURANCE</b>	<b>3,350.40</b>	<b>.00</b>	<b>3,350.40</b>	<b>100.00</b>	<b>.00</b>
20-20-5060	PRE-PAID LEGAL SERVICES	.00	.00	.00	.00	.00
20-20-5070	HEALTH/FITNESS	.00	.00	.00	.00	.00
20-20-5110	UNIFORMS	200.00	75.70	75.70	37.85	124.30
20-20-5115	PROF TRAINING/MILEAGE	.00	.00	.00	.00	.00
20-20-5120	PROF. MEMBERSHIP	.00	.00	.00	.00	.00
20-20-5125	<b>PERSONAL SAFETY EQUIPMENT</b>	<b>109.26</b>	<b>.00</b>	<b>54.63</b>	<b>50.00</b>	<b>54.63</b>
20-20-5174	TRANSPORTATION TAX	.00	.00	.00	.00	.00
20-20-5240	MISCELLANEOUS EXPENSE	500.00	55.00	92.25	18.45	407.75
20-20-5300	BUILDING MAINTENANCE & IMPROVE	500.00	.00	225.00	45.00	275.00
20-20-5305	UTILITIES	1,700.00	.00	599.35	35.26	1,100.65
20-20-5360	TELEPHONE	800.00	69.25	339.35	42.42	460.65
20-20-5380	SERVICE AGREEMENTS	2,500.00	.00	246.56	9.86	2,253.44
20-20-5420	VEHICLE & EQUIPMENT MAINTENANC	5,000.00	27.00	899.29	17.99	4,100.71
20-20-5425	VEHICLE & EQUIPMENT FUEL	5,000.00	595.41	2,513.46	50.27	2,486.54
20-20-5603	STREET REPAIRS, SUPPLIES,MAINT	324,000.00	415.00	146,834.68	45.32	177,165.32
20-20-5608	STREET CONTRACT WORK	.00	.00	.00	.00	.00
20-20-5640	DRUG & ALCOHOL TESTING	50.00	.00	.00	.00	50.00
20-20-5815	SMALL EQUIPMENT	.00	.00	.00	.00	.00
20-20-5816	CAPITAL EXPENDITURES	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
20-20-5817	SIGNS & POSTS	2,000.00	.00	1,282.68	64.13	717.32
20-20-5835	COMPUTER MAINTENANCE	.00	.00	.00	.00	.00
	STREET TOTAL	398,255.66	4,204.66	176,052.17	44.21	222,203.49
MAINSTREET SIDEWALK PROJ DEPT						
20-21-5630	SIDEWALK PROJ CONSTRUCTION	243,943.98	.00	.00	.00	243,943.98
20-21-5800	SIDEWALK PROJ ENGINEERING	8,448.94	.00	8,448.94	100.00	.00
	MAINSTREET SIDEWALK PROJ TOTA	252,392.92	.00	8,448.94	3.35	243,943.98
TEAP GRANT PROJECT DEPT						
20-22-5800	ENGINEERING	5,728.72	.00	5,728.72	100.00	.00
	TEAP GRANT PROJECT TOTAL	5,728.72	.00	5,728.72	100.00	.00
	TOTAL EXPENSES	656,377.30	4,204.66	190,229.83	28.98	466,147.47
	STREET TOTAL	86,344.37	26,301.54	33,141.02	38.38	119,485.39
WATER FUND						
WATER DEPT						
30-30-4020	INTEREST INCOME	28,000.00	.00	13,464.55	48.09	14,535.45
30-30-4130	RETURN PAYMENTS	500.00	50.00	225.00	45.00	275.00
30-30-4140	MISCELLANEOUS INCOME	1,000.00	94.00	846.79	84.68	153.21
30-30-4240	WATER INCOME COMMERCIAL	90,000.00	8,775.47	41,103.89	45.67	48,896.11
30-30-4245	WATER INCOME RESIDENTIAL	420,000.00	46,298.27	217,958.77	51.89	202,041.23
30-30-4250	SALES TAX WATER	19,200.00	1,503.22	7,899.32	41.14	11,300.68
30-30-4270	WATER NEW SERVICE	45,000.00	1,800.00	18,000.00	40.00	27,000.00
30-30-4280	SERVICE CHARGE PENALTY	27,100.00	1,874.54	8,781.91	32.41	18,318.09
30-30-4290	RECONNECT FEE	15,000.00	1,520.03	6,554.08	43.69	8,445.92
30-30-4295	PRIMACY FEE	6,000.00	400.18	2,300.81	38.35	3,699.19
30-30-4530	INCOME DEBT SERVICE	21,534.51	.00	21,534.51	100.00	.00
	WATER TOTAL	673,334.51	62,315.71	338,669.63	50.30	334,664.88
	TOTAL REVENUE	673,334.51	62,315.71	338,669.63	50.30	334,664.88
30-30-5000	SALARIES	143,384.00	6,367.60	59,679.07	41.62	83,704.93
30-30-5001	SALARIES-OVERTIME	600.00	.00	26.73	4.46	573.27
30-30-5010	PAYROLL TAXES	11,000.00	485.21	4,584.84	41.68	6,415.16
30-30-5020	LAGERS	5,500.00	192.71	1,925.37	35.01	3,574.63
30-30-5030	HEALTH INSURANCE	25,000.00	1,382.40	11,482.54	45.93	13,517.46

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-30-5040	WORK COMP INSURANCE	9,850.40	.00	9,850.40	100.00	.00
30-30-5110	UNIFORMS	500.00	.00	.00	.00	500.00
30-30-5115	PROF. TRAINING/MILEAGE	3,000.00	.00	1,621.12	54.04	1,378.88
30-30-5120	PROF. MEMBERSHIP	500.00	.00	.00	.00	500.00
30-30-5125	PERSONAL SAFETY EQUIPMENT	150.00	.00	.00	.00	150.00
30-30-5220	WATER SALES TAX	19,200.00	.00	4,474.82	23.31	14,725.18
30-30-5225	PRIMACY FEE	5,609.09	.00	5,609.09	100.00	.00
30-30-5240	MISCELLANEOUS EXPENSE	1,200.00	.00	1,089.76	90.81	110.24
30-30-5245	BANK SERVICE CHARGES	1,500.00	88.77	472.66	31.51	1,027.34
30-30-5300	MAINTENANCE & IMPROVEMENT	600.00	.00	325.00	54.17	275.00
30-30-5310	BOONE ELECTRIC	12,000.00	1,165.67	5,730.02	47.75	6,269.98
30-30-5315	AMERENMO	27,000.00	.00	13,055.35	48.35	13,944.65
30-30-5360	TELEPHONE	1,200.00	121.69	618.67	51.56	581.33
30-30-5380	SERVICE AGREEMENTS	9,000.00	.00	5,180.46	57.56	3,819.54
30-30-5420	VEH & EQUIP MAINTENANCE	5,000.00	.00	323.19	6.46	4,676.81
30-30-5425	VEH & EQUIP FUEL	7,000.00	495.64	2,269.23	32.42	4,730.77
30-30-5510	2008A BOND PRINCIPAL	70,000.00	.00	30,000.00	4.29	670,000.00
30-30-5515	2008A BOND INTEREST	8,000.00	.00	6,469.23	80.87	1,530.77
30-30-5520	2008A BOND FEES	4,500.00	.00	384.79	8.55	4,115.21
30-30-5600	MO.ONE CALL LOCATES	2,000.00	119.60	425.75	21.29	1,574.25
30-30-5608	CONTRACT WORK	1,000.00	.00	257.20	25.72	742.80
30-30-5615	LAB EXPENSES	300.00	.00	.00	.00	300.00
30-30-5618	CHEMICALS	2,000.00	.00	1,242.76	62.14	757.24
30-30-5628	MATERIALS	30,000.00	.00	15,896.40	52.99	14,103.60
30-30-5638	ADVERTISING	128.08	.00	128.08	100.00	.00
30-30-5640	DRUG & ALCOHOL TESTING	150.00	.00	.00	.00	150.00
30-30-5670	OFFICE/PRINTING/POSTAGE SUPPLI	9,000.00	.00	4,530.10	50.33	4,469.90
30-30-5800	ENGINEERING	1,494.42	.00	1,494.42	100.00	.00
30-30-5810	CAPITAL EQUIPMENT	10,000.00	.00	.00	.00	10,000.00
30-30-5815	SMALL EQUIPMENT	2,000.00	.00	.00	.00	2,000.00
30-30-5816	CAPITAL EXPENDITURES	200,000.00	4,932.01	113,931.36	56.97	86,068.64
30-30-5835	COMPUTER MAINTENANCE	4,000.00	403.74	1,823.74	45.59	2,176.26
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	WATER TOTAL	1,263,365.99	15,755.04	304,902.15	24.13	958,463.84
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	TOTAL EXPENSES	1,263,365.99	15,755.04	304,902.15	24.13	958,463.84
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	WATER TOTAL	590,031.48-	46,560.67	33,767.48	5.72-	623,798.96-
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	TRASH FUND					
	TRASH DEPT					
35-35-4275	COLLECTION FEE	50,000.00	3,001.04	17,323.67	34.65	32,676.33
35-35-4280	SERVICE CHARGE PENALTY	3,000.00	361.93	1,920.53	64.02	1,079.47
35-35-4305	SOLID WASTE-TRASH SERVICE	370,000.00	27,080.23	152,797.16	41.30	217,202.84
35-35-4306	RECYCLING FEES	22,000.00	1,348.87	7,783.07	35.38	14,216.93
35-35-4307	YARD WASTE FEES	28,000.00	2,022.34	11,652.70	41.62	16,347.30
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**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRASH TOTAL	473,000.00	33,814.41	191,477.13	40.48	281,522.87
	TOTAL REVENUE	473,000.00	33,814.41	191,477.13	40.48	281,522.87
35-35-5000	SALARIES	35,000.00	2,724.28	22,329.88	63.80	12,670.12
35-35-5001	SALARIES-OVERTIME	250.00	.00	45.69	18.28	204.31
35-35-5010	PAYROLL TAXES	2,900.00	208.40	1,711.74	59.03	1,188.26
35-35-5020	LAGERS	2,500.00	41.43	709.61	28.38	1,790.39
35-35-5030	HEALTH INSURANCE	5,600.00	285.63	2,567.15	45.84	3,032.85
35-35-5040	WORK COMP INSURANCE	290.72	.00	290.72	100.00	.00
35-35-5240	MISCELLANEOUS EXPENSE	200.00	.00	.00	.00	200.00
35-35-5670	OFFICE & PRINTING SUPPLIE	9,000.00	.00	3,629.89	40.33	5,370.11
35-35-5810	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
35-35-5900	RECYCLING PROGRAM	6,550.00	.00	2,721.35	41.55	3,828.65
35-35-5910	YARD WASTE DISPOSAL	22,000.00	.00	7,416.00	33.71	14,584.00
35-35-5920	SYSTEM OPERATIONS	350,000.00	31,955.10	155,844.89	44.53	194,155.11
	TRASH TOTAL	434,290.72	35,214.84	197,266.92	45.42	237,023.80
	TOTAL EXPENSES	434,290.72	35,214.84	197,266.92	45.42	237,023.80
	TRASH TOTAL	38,709.28	1,400.43	5,789.79	14.96	44,499.07
	SEWER FUND					
	SEWER DEPT					
40-40-4020	INTEREST INCOME	1,347.00	.00	294.72	21.88	1,052.28
40-40-4140	MISCELLANEOUS INCOME	326,084.00	44.59	86.46	.03	325,997.54
40-40-4246	SEWER BOND BASE FEE WW	95,000.00	7,535.86	43,444.94	45.73	51,555.06
40-40-4247	REIMBURSE PINNACLE FINANCE	183,000.00	.00	918.84	.50	182,081.16
40-40-4275	SEWER CONNECT/COLLECT FEE	3,500.00	508.72	3,078.92	87.97	421.08
40-40-4280	SERVICE CHARGE PENALTY	14,205.00	935.84	4,870.48	34.29	9,334.52
40-40-4300	SEWER INCOME	489,000.00	51,548.04	245,209.19	50.15	243,790.81
40-40-4315	SEWER IMPACT FEE	69,300.00	2,400.00	23,150.00	33.41	46,150.00
40-40-4320	SEWER DIST. CONNECT FEE	63,700.00	2,250.00	20,250.00	31.79	43,450.00
40-40-4530	INCOME DEBT SERVICE	400,000.00	27,770.98	129,602.54	32.40	270,397.46
	SEWER TOTAL	1,645,136.00	92,994.03	470,906.09	28.62	1,174,229.91
	2014 WW TREATMENT PLANT DEPT					
40-41-4248	2014 WW BOND REVENUE 6.4	6,408,200.00	274,977.26	274,977.26	4.29	6,133,222.74
40-41-4330	DNR GRANT REVENUE WW	500,000.00	274,977.27	274,977.27	55.00	225,022.73
	2014 WW TREATMENT PLANT TOTAL	6,908,200.00	549,954.53	549,954.53	7.96	6,358,245.47



**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL REVENUE	8,553,336.00	642,948.56	1,020,860.62	11.94	7,532,475.38
	SEWER DEPT					
40-40-5000	SALARIES	620.00	.00	620.00	100.00	.00
40-40-5001	SALARIES-OVERTIME	.00	.00	.00	.00	.00
40-40-5010	PAYROLL TAXES	82.03	.00	82.03	100.00	.00
40-40-5020	LAGERS	21.08	.00	21.08	100.00	.00
40-40-5030	HEALTH INSURANCE	422.29	.00	422.29	100.00	.00
40-40-5040	WORK COMP INSURANCE	.00	.00	.00	.00	.00
40-40-5115	PROF. TRAINING/MILEAGE	.00	.00	.00	.00	.00
40-40-5120	PROF. MEMBERSHIP	.00	.00	.00	.00	.00
40-40-5214	INTEREST PRIVATE LOAN	.00	.00	.00	.00	.00
40-40-5226	SEWER CONNECT FEE	2,500.00	.00	.00	.00	2,500.00
40-40-5245	BANK SERVICE CHARGES	1,450.00	88.77	472.65	32.60	977.35
40-40-5300	MAINTENANCE & IMPROVEMENT	.00	.00	.00	.00	.00
40-40-5310	BOONE ELECTRIC	7,300.00	791.38	4,009.51	54.92	3,290.49
40-40-5315	AMERENMO	92,000.00	.00	26,745.41	29.07	65,254.59
40-40-5355	LIFT ST. MAINT & IMPROVE	5,000.00	.00	600.00	12.00	4,400.00
40-40-5357	LAGOON MAINT/IMPROVEMENTS	5,000.00	.00	.00	.00	5,000.00
40-40-5360	TELEPHONE	2,000.00	69.23	416.36	20.82	1,583.64
40-40-5380	SERVICE AGREEMENTS	3,126.60	.00	3,126.60	100.00	.00
40-40-5420	VEH & EQUIP MAINTENANCE	2,000.00	.00	.00	.00	2,000.00
40-40-5425	VEH & EQUIP FUEL	2,000.00	.00	296.04	14.80	1,703.96
40-40-5530	2007A SEWER BOND PRINCIPAL	.00	.00	.00	.00	.00
40-40-5532	N.E. EXTENSION EXPENSES	183,000.00	.00	918.84	.50	182,081.16
40-40-5535	2007A SEWER BOND INTEREST	.00	.00	.00	.00	.00
40-40-5550	2014COMBINED BOND INT	60,720.62	.00	18,746.84	30.87	41,973.78
40-40-5551	2014 COMBINED BOND PRINCIPAL	31,600.00	.00	27,400.00	86.71	4,200.00
40-40-5552	2014 COBINED BOND FEES	300.00	.00	150.00	50.00	150.00
40-40-5553	2014 COMB BOND INTEREST 6.4	65,539.55	1,042.73	1,042.73	1.59	64,496.82
40-40-5554	2014 COMBINED BOND PRINC 6.4	145,600.00	.00	.00	.00	145,600.00
40-40-5555	2014 COMB BOND FEES 6.4	16,020.50	.00	.00	.00	16,020.50
40-40-5600	MO.ONE CALL LOCATES	150.00	.00	57.85	38.57	92.15
40-40-5601	COLLECTION REPAIRS	279,200.00	.00	37,801.32	13.54	241,398.68
40-40-5605	SUPPLIES	1,000.00	.00	27.99	2.80	972.01
40-40-5608	CONTRACT WORK	238,872.00	19,906.00	119,436.00	50.00	119,436.00
40-40-5615	LAB EXPENSES	299.50	.00	299.50	100.00	.00
40-40-5618	CHEMICALS	5,000.00	.00	.00	.00	5,000.00
40-40-5670	OFFICE & PRINTING SUPPLIE	.00	.00	.00	.00	.00
40-40-5800	ENGINEERING	153,736.00	44,146.00	92,736.55	60.32	60,999.45
40-40-5810	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
40-40-5813	VEHICLE/EQUIPMENT LEASE	14,052.98	.00	.00	.00	14,052.98
40-40-5815	SMALL EQUIPMENT	.00	.00	.00	.00	.00
40-40-5835	COMPUTER MAINTENANCE	3,500.00	403.74	1,823.74	52.11	1,676.26
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	SEWER TOTAL	1,322,113.15	66,447.85	337,253.33	25.51	984,859.82
	2014 WW TREATMENT PLANT DEPT					
40-41-5533	WW PLANT CONSTRUCTION	6,721,394.00	549,954.53	549,954.53	8.18	6,171,439.47

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
40-41-5534	WW PLANT ENGINEERING	186,806.00	.00	.00	.00	186,806.00
	2014 WW TREATMENT PLANT TOTAL	6,908,200.00	549,954.53	549,954.53	7.96	6,358,245.47
	TOTAL EXPENSES	8,230,313.15	616,402.38	887,207.86	10.78	7,343,105.29
	SEWER TOTAL	323,022.85	26,546.18	133,652.76	41.38	189,370.09
CAPITAL FUND						
CAPITAL DEPT						
50-51-4140	OTHER INCOME	22,000.00	.00	.00	.00	22,000.00
50-51-4330	GRANT	.00	.00	.00	.00	.00
50-51-4390	CAPITAL SALES TAX	177,000.00	18,287.55	79,508.74	44.92	97,491.26
50-51-4900	TRANSFER IN	.00	.00	.00	.00	.00
	CAPITAL TOTAL	199,000.00	18,287.55	79,508.74	39.95	119,491.26
	TOTAL REVENUE	199,000.00	18,287.55	79,508.74	39.95	119,491.26
MAINSTREET SIDEWALK PROJ DEPT						
50-21-5887	SIDEWALK EXPENSE CITY MATCH	80,579.20	.00	2,112.24	2.62	78,466.96
	MAINSTREET SIDEWALK PROJ TOTA	80,579.20	.00	2,112.24	2.62	78,466.96
TEAP GRANT PROJECT DEPT						
50-22-5888	TEAP GRANT MATCH	.00	.00	.00	.00	.00
	TEAP GRANT PROJECT TOTAL	.00	.00	.00	.00	.00
CAPITAL DEPT						
50-51-5095	GRANT	.00	.00	.00	.00	.00
50-51-5880	GENERAL	63,351.00	1,543.00	41,070.76	64.83	22,280.24
50-51-5881	STREET	8,885.00	.00	8,885.00	100.00	.00
50-51-5882	WATER	.00	.00	.00	.00	.00
50-51-5883	SEWER	.00	.00	.00	.00	.00
50-51-5884	STORMWATER	7,878.78	.00	7,878.78	100.00	.00
50-51-5886	PARKS	.00	.00	.00	.00	.00
	CAPITAL TOTAL	80,114.78	1,543.00	57,834.54	72.19	22,280.24
TRANSFER OUT DEPT						
50-90-9002	TRANSFER OUT	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2018, FISCAL 5/2019**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRANSFER OUT TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	160,693.98	1,543.00	59,946.78	37.30	100,747.20
	CAPITAL TOTAL	38,306.02	16,744.55	19,561.96	51.07	18,744.06

LEARNING GARDEN FUND

LEARNING GARDEN DEPT

73-73-4330	GRANT INCOME	.00	.00	.00	.00	.00
	LEARNING GARDEN TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	.00	.00	.00
73-73-5753	LEARNING GARDEN GRANT	.00	.00	.00	.00	.00
	LEARNING GARDEN TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	LEARNING GARDEN TOTAL	.00	.00	.00	.00	.00

G.O. BOND FUND

G.O. BOND DEPT

80-80-4000	PROPERTY TAX DEBT SERVICE	.00	.00	.00	.00	.00
80-80-4020	INTEREST INCOME	.00	.00	.00	.00	.00
	G.O. BOND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	.00	.00	.00
80-80-6115	DEBT SERVICES	.00	.00	.00	.00	.00
	G.O. BOND TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00

**BUDGET REPORT**  
CALENDAR 9/2018, FISCAL 5/2019

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	G.O. BOND TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	Report Total	357,641.02	128,878.03	436,471.36	122.04	78,830.34-

**AN ORDINANCE AUTHORIZING THE ESCROW OF FUNDS SUFFICIENT TO DEFEASE AND REDEEM CERTAIN BONDS OF THE CITY OF ASHLAND, MISSOURI, AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

---

**WHEREAS**, the City of Ashland, Missouri (the “City”), has heretofore issued and now has outstanding the following Bonds, among others:

Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program) Series 2008 (the “Bonds”); and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to escrow funds in an amount sufficient to provide for the defeasance, payment and redemption of all of the outstanding Bonds;

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

**Section 1.** There is hereby authorized and directed to be prepared and executed an instruction letter from the City to UMB Bank, N.A., as Escrow Agent for the Bonds, instructing the Escrow Agent to call the Bonds for prepayment on December 1, 2018 and apply funds deposited by the City with the Escrow Agent to the payment of such Bonds. The Mayor and City Clerk are hereby authorized and directed to execute the instruction letter for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the instruction letter, and the Escrow Agent and Gilmore & Bell, P.C. (“Bond Counsel”) are authorized to take all necessary actions to accomplish the defeasance, payment and redemption of the Bonds.

**Section 2.** Officers of the City are hereby directed to cause notice of the defeasance and redemption of the Bonds to be given in the manner provided in the ordinance relating to the Bonds.

**Section 3.** The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

**Section 4.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

*[remainder of page intentionally left blank]*

**PASSED** by the Board of Aldermen of the City of Ashland, Missouri and **APPROVED** by the Mayor  
this 2nd day of October, 2018.

[SEAL]

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

**LETTER OF INSTRUCTIONS OF THE CITY OF ASHLAND, MISSOURI  
(SERIES 2008 BONDS)**

October \_\_, 2018

**UMB Bank, N.A., Paying Agent**  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attention: Julie Wiegers, Corporate Trust Department  
[julie.wiegers@umb.com](mailto:julie.wiegers@umb.com)

**State Environmental Improvement  
and Energy Resources Authority, Bondowner**  
425 Madison Street, Second Floor  
Jefferson City, Missouri 65101  
Attention: Joe Boland, Deputy Director  
[joe.boland@eiera.mo.gov](mailto:joe.boland@eiera.mo.gov)

Re: City of Ashland, Missouri, Combined Waterworks and Sewerage System Revenue Bonds  
(State Revolving Fund Program) Series 2008 (the "Series 2008 Bonds")

Dear Ms. Wiegers and Mr. Boland:

As representatives of the Paying Agent and the Bondowner, respectively, with respect to the Series 2008 Bonds, you are hereby notified that by ordinance approved on October 2, 2018, the City of Ashland, Missouri (the "City"), has authorized the defeasance of all of its outstanding Series 2008 Bonds on **December 1, 2018**.

Pursuant to the ordinance of the City authorizing the issuance of the Series 2008 Bonds, all outstanding Series 2008 Bonds maturing on and after January 1, 2020 are hereby called for redemption on December 1, 2018 at the redemption prices required under said ordinance.

We hereby request that the Bondowner waive the notice requirements for the redemption and provide written confirmation of the receipt of funds sufficient to pay all amounts required to paid in order to fully discharge the City's obligations with respect to the Series 2008 Bonds as set forth in **Exhibit A**.

Please sign the receipt at the bottom of this letter and return a copy hereof to:

David S. Martin  
Gilmore & Bell, P.C.  
2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108

Very truly yours,

**CITY OF ASHLAND, MISSOURI**

By: \_\_\_\_\_  
Title: Mayor

I, the undersigned, a duly authorized representative of the State Environmental Improvement and Energy Resources Authority, as the sole registered owner of the Series 2008 Bonds, hereby waives notice of the redemption of all outstanding Series 2008 Bonds maturing on and after January 1, 2020 on December 1, 2018, certifies that, as of this date, the Authority has received funds sufficient to fully discharge the City's obligations with respect to the Series 2008 Bonds as set forth in **Exhibit A**, and hereby authorizes the application of said funds pursuant to the Officer's Certificate of even date herewith.

Acknowledged this 10th day of October, 2018.

**STATE ENVIRONMENTAL IMPROVEMENT  
AND ENERGY RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Title: Authorized Officer

Acknowledged this 10th day of October, 2018.

**UMB BANK, N.A.**

By: \_\_\_\_\_  
Title: Authorized Officer



**EXHIBIT A**

<b>SERIES 2008A - Ashland DW Loan</b>			
<b>REDEMPTION DATE -December 1, 2018</b>			
Principal to be Prepaid 12.1.2018	735,000.00	INT PYBLE 1.1.2019	20,386.25
Interest Payable 7.1.2018-12.1.2018	16,988.54		
Add'l 30 Days Interest	3,397.71		
<b>Net Payment Due</b>	<b>755,386.25</b>		
<b>Credit Balances as of 9.1.2018</b>			
Principal Account	45,000.00		
Interest Account	3,420.41		
	48,420.41		
<b>NET REDEMPTION DEPOSIT</b>			
	<b>706,965.84</b>		
UMB Redemption Fee	500.00		
UMB Trustee Fee	110.48		
DNR Admin Fee	3,673.33		
Rebate Fees Due until Maturity of Series	473.00		
<b>NET FEES DUE</b>			
	<b>4,756.81</b>		
<b>TOTAL AMOUNT DUE</b>			
	<b>711,722.65</b>		

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY  
STATE REVOLVING FUND PROGRAM

**SERIES 2008A - Ashland DW Loan  
REDEMPTION DATE -December 1, 2018**

Principal to be Prepaid 12.1.2018	735,000.00	INT PYBLE 1.1.2019	20,386.25
Interest Payable 7.1.2018-12.1.2018	16,988.54		
Add'l 30 Days Interest	<u>3,397.71</u>		
Net Payment Due	755,386.25		

**Credit Balances as of 9.1.2018**

Principal Account	45,000.00
Interest Account	<u>3,420.41</u>
	48,420.41

**NET REDEMPTION DEPOSIT**

UMB Redemption Fee	500.00
UMB Trustee Fee	110.48
DNR Admin Fee	3,673.33
Rebate Fees Due until Maturity of Series	473.00

**NET FEES DUE**

4,756.81

**TOTAL AMOUNT DUE**

711,722.65

COUNCIL BILL NO. 2018-052

ORDINANCE NO.

AN ORDINANCE AMENDING THE CONTRACT PERTAINING TO PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF ASHLAND FROM WESTHOFF RENTALS LLC

BE IT ORDAINED, by the Board of Aldermen as follows:

WHEREAS, the Mayor and Board of Aldermen of the City of Ashland, Missouri have determined to purchase certain real estate for public purposes of the City of Ashland as set out in Ordinance No. 1198; and

WHEREAS, the City of Ashland has re-negotiated with the owners of the property which is identified as Ashland OT BLK 11 -E91' S ½ Lot 1 EXC PT to Highway and PT vacated Short Street and all lots LTS 3 & 4 also Tract adjacent to south of the City of Ashland-(601 East Broadway); and

WHEREAS, the City of Ashland and Westhoff Rentals LLC, owner of the property, have re-negotiated the terms of the sale and have agreed to the conditions of said sale; and

WHEREAS, the City of Ashland has agreed to sell 107 and 109 East Broadway (City Hall Building) for \$140,000.00 and purchase the aforementioned property for \$235,000.00; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Ashland that the City of Ashland is hereby authorized to acquire property described herein according to the terms of a contract of sale entered into between the Seller, Westhoff Rentals, LLC, and the Buyer, City of Ashland, pursuant to the agreement of sale attached hereto and made a part hereof;

BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized, directed and empowered to execute the Agreement of Sale and all other necessary and required documents in order to affect this purchase.

BE IT FURHTER ORDAINED, that this ordinance and the authorization to purchase the subject property is specifically contingent upon the ability of the City of Ashland to secure and obtain financing.

BE IT FURTHER ORDAINED, that the aforementioned property shall be used for the purposes of relocation of public services.

This ordinance shall take effect upon final adoption and publication as prescribed by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

---

Darla Sapp, City Clerk

Certified as to correct form:

---

Jeffrey Kays, City Attorney

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the \_\_\_\_ day of October, 2018 (the "Effective Date"), by and between **The City of Ashland**, a Missouri municipality ("Seller"), and **Westhoff Rentals, LLC**, a Missouri limited liability company ("Buyer").

Seller and Buyer hereby agree as follows:

1. **Agreement of Purchase and Sale.** At the Closing, Seller and Buyer agree to simultaneously effect and consummate all of the following interdependent transactions:

(a) **Purchase and Sale of the Property.** Subject to and upon the terms and conditions herein, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller:

(i) Those certain real properties commonly known as, and located at, 107 E. Broadway and 109 E. Broadway in Ashland, Missouri (legal description may be attached and incorporated by reference after the Effective Date (the "Land"));

(ii) All improvements and fixtures situated on the Land, and all of Seller's right, title and interest in and to all improvements and fixtures situated on the property appurtenant to the Land (the "Improvements"); and,

(iii) All of Seller's right, title and interest in and to (a) the land lying in the bed of any street or highway adjoining the Land, (b) all easements, rights of way, privileges and all other appurtenances to the Land and Improvements, and (c) all sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Land (collectively, the "Appurtenances");

The Land, the Improvements, and the Appurtenances are referred to collectively herein as the "Property."

(b) **Purchase Price.** The purchase price of the Property is **\$140,000.00** (the "Purchase Price"). Simultaneously with the closing on the purchase of the Property, Buyer is conveying to Seller certain property located in Ashland, Missouri commonly known as 601. E. Broadway (the "Exchange Property"). Buyer intends to acquire the Property as part of a Section 1031 Exchange under the Internal Revenue Code and the proceeds from the sale of the Exchange Property shall be applied to the Purchase Price together with all sums necessary to pay Buyer's costs, expenses and prorations as provided in this Agreement, after any other prorations and other amounts to which Buyer is entitled as a credit against the Purchase Price as provided in this Agreement.

2. **Due Diligence.**

(a) Commencing on the Effective Date and continuing until 5:00 p.m. on October 10, 2018 (the "Contingency Period"), Buyer shall perform and complete, to the extent necessary in Buyer's judgment to make its election under Section 4(d) as to whether to proceed with the acquisition of the Property, its due diligence review, examination and inspection of all matters pertaining to its acquisition of the Property and all physical, environmental and compliance matters, entitlements and other conditions respecting the Property. Notwithstanding the time periods set forth herein which define Buyer's right to terminate this Agreement pursuant to Section 4(d), Seller acknowledges that Buyer may continue its due diligence process throughout the period prior to Closing (but Buyer shall have no further right to terminate this Agreement as a result of such additional due diligence except as expressly provided hereunder).

(b) Buyer and its agents and contractors shall have the right, at Buyer's sole cost and expense, to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such tests and inspections as Buyer deems necessary or desirable in connection with this Agreement. After making any such tests and inspections, Buyer shall restore the Property to its condition prior to such tests and inspections.

(c) If prior to 5:00 p.m. on the expiration date of the Contingency Period, Buyer has not delivered to Seller written notification (the "Approval Notice") that Buyer elects to consummate the purchase of the Property in accordance with the terms of this Agreement, this Agreement shall automatically terminate. In the event that Buyer, prior to the expiration of the Contingency Period, (a) notifies Seller in writing that Buyer does not intend to acquire the Property, or (b) does not issue the Approval Notice, then this Agreement shall be of no further force or effect, and the parties hereto shall have no further obligations to each other (except for any obligations or liabilities that expressly survive termination of this Agreement). Buyer shall have the absolute right, in its sole discretion (for any reason or no reason), to determine whether or not to give the Approval Notice. If the Approval Notice is given prior to the expiration of the Contingency Period, then this Agreement shall continue in full force and effect.

### 3. Title.

(a) On or before October 5, 2018, Seller shall deliver to Buyer: (i) a current title insurance commitment (the "Title Commitment") for an owner's coverage title policy in the amount of the Purchase Price, showing the status of the title to the Property, and all exceptions to such title, if any, and (ii) copies of all exception documents. The cost for the commitment and owner's policy shall be paid by Seller and the Title Commitment shall be obtained from Monarch Title Company, Inc. ("Closing Agent").

(b) Within three (3) days of the date of this Agreement, Seller shall deliver to Buyer and to Title Company a copy of a survey of the Property, to the extent that Seller has such survey in its possession (the "Survey").

(c) Within one (1) business day after the end of the Contingency Period, (the "Title Approval Date"), Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title and Survey to the Property disapproved by Buyer in Buyer's sole and absolute discretion ("Disapproved Matters"). All other title exceptions set forth in the Commitment shall constitute the "Permitted Exceptions". Buyer's failure to timely deliver Buyer's Title Notice shall be deemed to be Buyer's approval of all title exceptions set forth in the Commitment. Within two (2) business days after Seller's receipt of Buyer's Title Notice, Seller shall (subject to Section 3(f)) notify Buyer in writing as to which of those Disapproved Matters, if any, Seller shall use commercially reasonable efforts to cure or delete as exceptions to the Title Policy, and shall provide Buyer with evidence reasonably satisfactory to Buyer that such Disapproved Matters will be removed on or prior to the Closing Date ("Seller's Title Notice"). Seller's failure to provide Seller's Title Notice in response to Buyer's Title Notice shall constitute Seller's refusal to cure or cause to be deleted as exceptions from the Title Policy any Disapproved Matters. Buyer shall have until the Closing Date in which to notify Seller in writing whether or not Buyer, in its sole discretion, approves Seller's Title Notice, or, if Seller does not provide Seller's Title Notice, waives its disapproval of the Disapproved Matters, or elects to terminate this Agreement.

(d) To the extent new matters of title ("New Title Matter") are disclosed on any update of the Commitment or arise after the date of the Commitment, the forgoing provisions of subsection (c) shall apply to the approval or disapproval of the New Title Matter, except that Buyer shall have five (5) business days after receiving notice of such New Title Matter to deliver its notice of disapproval of the New Title Matter.

(e) Upon the Closing, and as a condition precedent to Buyer's obligation to consummate the Closing, Buyer's title to the Property shall be insured by a title insurance policy issued by the Title Company showing title vested in Buyer as of the Closing Date, subject only to the Permitted Exceptions, and issued by the Title Company with aggregate liability in the amount of the Purchase Price, with such endorsements as Buyer may reasonably request (collectively, the "Title Policy").

(f) Notwithstanding the foregoing provisions of this Section 3, Seller shall be obligated to cure and remove of record (i) matters that are placed of record after the date of the Commitment or noted by the Title Company in any update of the Commitment due to Seller's actions or omissions, and (ii) any mortgages, mechanics liens or other monetary liens. If requested by the Title Company, Seller shall deliver to the Title Company reasonable affidavits in customary form as may be required the Title Company to omit from the Title Policy exceptions relating to mechanics' liens and parties and possession and to otherwise cause the Title Policy to be Issued in the form required by this Agreement.

4. **Closing.** The purchase and sale contemplated herein shall close (the "Closing") on or before October 16, 2018 (the "Closing Date"). The Closing is subject to all of the Buyer's Conditions Precedent and the Seller's Conditions Precedent set forth in Sections 6 and 8, respectively, having been satisfied. If the Closing does not occur by the Closing Date (or the immediately subsequent business day if the Closing Date is on a holiday or weekend) because of a failure of any of Buyer's Conditions Precedent or Seller's Conditions Precedent, this Agreement shall terminate and neither party shall have any further liability or obligation hereunder; except that, (i) any money and documents held by the Closing Agent shall be returned to the party depositing same; (ii) Buyer and Seller shall each be responsible for one-half of any title or escrow cancellation fee (except in the event that the failure of any of Seller's Conditions Precedent occurs because of a default by Buyer, Buyer shall be responsible for the entire title or escrow cancellation fee, if any); (iii) if such failure is due to a breach of this Agreement by Seller, then Buyer shall retain its rights and remedies hereunder arising with respect thereto; and (v) if such failure is due to a breach of this Agreement by Buyer, then Seller shall retain its rights and remedies hereunder arising with respect thereto. Closing shall occur through the Closing Agent in accordance with the provisions of this Agreement. The Closing shall occur at the offices of Closing Agent at 305 E. McCarty Street, Suite 300 in Jefferson City, Missouri.

5. **Closing Costs.** Seller shall pay the premium for the Title Policy up to the amount of the premium for a standard coverage owner's policy of title insurance covering the Property, with aggregate liability in the amount of the Purchase Price, the cost of title endorsements which are used for title curative purposes under Section 3 above if customarily part of a standard coverage title policy or which can be obtained at no additional cost, and fifty percent (50%) of all other escrow and closing costs. Buyer shall pay any fees for recording the Deed, the cost differential of the premium for the extended coverage included in the Title Policy over the premium paid for by Seller, the cost of any title endorsements other than endorsements for title curative purposes under Section 3 above except those customarily part of a standard coverage title policy or which can be obtained at no additional cost, and fifty percent (50%) of all other escrow and closing costs. Each party shall bear the expense of its own counsel and other consultants.

6. **Conditions Precedent to Buyer's Obligation to Close.** Buyer shall have no obligation to acquire the Property unless the following conditions ("Buyer's Conditions Precedent") have been satisfied or waived in writing by Buyer at or prior to the Closing:

- (a) Buyer's approval, or deemed approval, of the Due Diligence matters, pursuant to Section 2;
- (b) Seller shall have timely performed, in all material respects, all of the obligations required to be performed by Seller by the terms of this Agreement at or prior to the Closing;

(c) All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date;

(d) Seller and Buyer shall have timely closed on the sale and purchase of the Exchange Property;

(e) The Title Company shall issue the Title Policy insuring Buyer's title to the Property subject only to the Permitted Exceptions and with all endorsements required by Buyer in writing and agreed to be issued by the Title Company prior to the expiration of the Contingency Period; and,

(f) Seller shall have executed and delivered, or caused to be executed and delivered, the Seller's Closing Documents (as defined in Section 7 below).

7. **Seller's Closing Documents.** On or before Closing, Seller shall deliver or cause to be delivered to Buyer or Closing Agent, as appropriate, the following ("Seller's Closing Documents"), in form and substance reasonably acceptable to Buyer:

(a) A General Warranty Deed (the "Deed") duly executed, with acknowledgment, by Seller, conveying the Property to Buyer;

(b) A Settlement Statement, in conformity with the terms of this Agreement; and

(c) Such other instruments and documents as Seller may be expressly required to deliver pursuant to the terms of this Agreement or as may reasonably be required to transfer the Property to Buyer.

8. **Conditions Precedent to Seller's Obligation to Close.** Seller shall have no obligation to sell the Property unless the following conditions ("Seller's Conditions Precedent") have been satisfied or waived in writing by Seller at or prior to the Closing.

(a) Buyer shall have timely performed, in all material respects, all of the obligations required to be performed by Buyer by the terms of this Agreement;

(b) Seller and Buyer shall have timely closed on the sale and purchase of the Exchange Property;

(c) All instruments and documents required on the part of Buyer to be delivered to effect the Closing shall be in form and substance reasonably satisfactory to Seller;

(d) Buyer shall have executed and delivered, or caused to be executed and delivered, the Buyer's Closing Documents (as defined in Section 9 below).

9. **Buyer's Closing Documents.** On or before the Closing, Buyer shall deliver to Seller or Closing Agent, as appropriate, the following ("Buyer's Closing Documents"), in form and substance reasonably acceptable to Seller:

(a) The Purchase Price, after all adjustments and prorations computed in accordance with this Agreement;

(b) A Settlement Statement, in conformity with the terms of this Agreement; and



(c) Such other instruments and documents as may be reasonably required to effect the transfer of the Property to Buyer.

10. **Prorations, Closing Adjustments and Post-Closing Settlement.** Real property tax bills and assessments (including, without limitation, fees and similar charges payable on an annual basis), shall be prorated between Buyer and Seller as of the Closing Date. Apportionments of real property taxes, water rates and charges and sewer taxes shall be made on the basis of the fiscal year for which assessed. If the Closing Date shall occur before the real property tax rate is fixed, the apportionment of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. After the real property taxes are finally fixed, Seller and Buyer shall make a recalculation of the apportionment of same (if such taxes or charges have not been finally fixed by the Closing date, such later date that such taxes or charges become finally fixed), and Seller or Buyer, as the case may be, shall promptly make an appropriate payment to the other based on such recalculation.

11. **Seller's Representations and Warranties.** Seller makes the following representations and warranties with respect to the Property. With respect to any representations and warranties stated below to be made "to the best of Seller's knowledge," such phrase shall mean the current actual knowledge of Seller, with reasonable inquiry or investigation:

(a) Validity of Agreement. This Agreement executed by Seller constitutes, and all other documents required by this Agreement to be executed by Seller shall constitute when so executed, the valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

(b) Litigation. To the best of Seller's knowledge there are no pending actions, notices of threatened actions, suits, arbitrations, claims or proceedings (including tax proceedings), at law or in equity, affecting all or any portion of the Property, or to which Seller is a party by reason of Seller's ownership of the Property, including judicial, municipal or administrative proceedings in eminent domain, unlawful detainer or tenant evictions, collections, alleged violations of building code, health and safety or zoning practices, or worker's compensation, personal injury or property damage alleged to have occurred on the Property or by reason of the condition or use of the Property.

(c) Compliance with Laws. To the best of Seller's knowledge, (i) the Property, and each component and part thereof, is being operated in material compliance with all building, zoning, environmental, health and insurance laws and regulations, and all other laws, ordinances, requirements, regulations, statutes, orders and similar directives affecting or having jurisdiction over the Property; (ii) no uncured or uncorrected notices of violation of governmental regulations relating to the Property have been issued to, served upon, received by or entered against Seller; and (iii) no such violations or exemptions exist.

(d) Other Contracts. Seller has not entered into any other contracts for the sale or lease of the Property, or any portion thereof, nor do there exist any rights of first refusal or options to purchase or lease the Property or any portion thereof.

(e) Environmental Matters. Except as set forth in any reports delivered to Buyer by Seller, or as otherwise disclosed by Seller in writing to Buyer, there are, to Seller's knowledge, no underground storage tanks at or used in connection with the Property, and there has been no release of, nor is there present, any "Hazardous Material" at or upon the Property, in a quantity or condition which could, as of the date hereof, give rise to a claim under any "Environmental Law". Without limitation of the foregoing, Seller hereby represents and warrants that, to Seller's knowledge, Seller has not taken any actions to contaminate the Land or the surrounding ground water, and knows of no such contamination at the Property. The term "Hazardous Material" shall mean asbestos, petroleum products, mold, microbial contaminants and any

other chemical, waste or substance which has, as of the date hereof, been determined to be hazardous or a pollutant, or is otherwise regulated by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, or any instrumentality authorized to regulate substances in the environment which has jurisdiction over the Property ("Environmental Agency") which substance causes the Property (or any part thereof) to be in violation of any applicable Environmental Law or dangerous to human health or safety; provided, however, that the term "Hazardous Material" shall not include (x) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, unless the subject of a material release, or (y) materials which are stored or used in the ordinary course of a tenant's occupancy at (or Seller's or Seller's managing agents' operation of) the Property, and which are stored, used, held, or disposed of in compliance with all applicable Environmental Law. The term "Environmental Law" means all applicable Federal, State and local laws and regulations relating to the existence of any Hazardous Material on the Property.

(f) Latent Defects. To Seller's knowledge, there are no material latent defects in any of the roof, foundation, other structural elements, heating and air conditioning and ventilation systems, plumbing and electrical systems, boilers and furnaces and sprinkler systems, and other building power, mechanical and operating systems of the Improvements. For purposes hereof, a "latent defect" is any condition materially impairing the function or structural integrity of any item which is not readily apparent by ordinary visual inspection of such item.

The representations and warranties of Seller made in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date and shall not merge into any instrument or conveyance delivered at the Closing, but shall survive the Closing.

12. **Loss by Fire, Other Casualty.** In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or damaged, Buyer shall have the right either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder except that Buyer and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition and to proceed with the Closing with an abatement or reduction in the Purchase Price in the amount of the deductible for the applicable insurance coverage, in which case Buyer shall be entitled to receive an assignment of all of Seller's rights to any insurance proceeds payable by reason of such damage or destruction. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such proceeds without Buyer's prior written consent.

13. **Waiver of Performance.** Either party may waive the satisfaction or performance of any conditions or agreements in the Agreement which have been inserted for its own and exclusive benefit, so long as the waiver is in writing (unless this Agreement provided for a non-written waiver) and specifies the waived condition or agreement and is delivered to the other party hereto and to the Closing Agent.

14. **Paragraph Headings.** The paragraph headings of this Agreement are for purposes of reference only and shall not be used for limiting or interpreting the meaning of any paragraph.

15. **Notices.** All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, sent by first class mail, postage pre-paid, by facsimile or by electronic mail, to the parties at the following addresses, facsimile numbers, or electronic mail addresses:

Seller: Ashland City Hall  
109 E. Broadway  
P.O. Box 135  
Ashland, Missouri 65010

e-mail: \_\_\_\_\_

Buyer: Westhoff Rentals, LLC  
Attn: Dave Westhoff  
409 B Redbud Lane  
P.O. Box 198  
Ashland, Missouri 65010  
e-mail: [westhoffrentals@gmail.com](mailto:westhoffrentals@gmail.com)

All such notices, requests and other communications will (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile or electronic transmission to the facsimile number or electronic mail as provided in this Section, be deemed given upon receipt if receipt is acknowledged by the recipient, and (iii) if delivered by mail in the manner described above to the address as provided in this Section, be deemed given upon receipt or refusal of delivery by the intended recipient (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section). Any party from time to time may change its address, facsimile number, electronic mail address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

16. **1031 Exchange.** Seller acknowledges and agrees that Buyer's purchase of the Property is part of a tax deferred exchange under Section 1031 of the Internal Revenue Code by Buyer and that Buyer may assign this Agreement to an intermediary (the "Exchange Intermediary") to act in its place. The Exchange Intermediary shall be designated in writing by the Seller to Buyer and the Closing Agent. Upon designation of the Exchange Intermediary and upon the Exchange Intermediary's written assumption of Seller's obligations hereunder, the Exchange Intermediary shall be substituted for Seller. In the event that Seller and the Exchange Intermediary execute an agreement that requires the Buyer's signature, Buyer agrees to execute such agreement upon request, provided that such agreement does not result in obligations of Buyer other than as set forth in this Agreement.

17. **Amendments.** This Agreement may be amended only by written agreement signed by both of the parties hereto.

18. **Time of the Essence.** Time and each of the terms, covenants, conditions and contingencies of this Agreement are hereby expressly made of the essence.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement and any other document or agreement related hereto or contemplated herein, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

20. **Governing Law.** The validity, construction and operational effect of this Agreement shall be governed by the laws of the State of Missouri.

21. **Attorneys' Fees and Costs.** In any action between the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees, charges and expenses.

22. **Prior Agreements.** This Agreement supersedes any and all oral or written agreements between the parties hereto regarding the Property which are prior in time to this Agreement. Neither Buyer nor Seller shall be bound by any prior understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

23. **Further Assurance.** Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated.

24. **Successors and Assigns.** Except as provided in Paragraph 16, Buyer shall not have the right to assign its interest in, to and under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

25. **Construction.** The construction of this Agreement shall not take into consideration the party who drafted or whose representative drafted any portion of this Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document.

26. **Severability.** If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

27. **Broker's Fees and Commissions.** Buyer and Seller each represent and warrant to the other that they have not entered into any agreement or taken any action which will result in any obligation to pay any brokerage, finder's fee or similar commission in connection with the purchase and sale of the Property as herein contemplated, and each agrees to indemnify, defend and hold the other harmless from and against any and all claims for brokerage commissions and fees or finder's fees payable in connection with the sale of the Property or the transactions covered and contemplated by this Agreement resulting from the act or omission of such indemnifying party.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed as of the date first above written.

**SELLER:**

The City of Ashland

By: \_\_\_\_\_  
Gene Rohrer, Mayor

Attest: \_\_\_\_\_  
Darla Sapp, City Clerk

**BUYER:**

Westhoff Rentals, LLC

By: \_\_\_\_\_  
David Westhoff, Member

By: \_\_\_\_\_  
Kimberly Westhoff, Member

COUNCIL BILL NO. 2018-053

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF ASHLAND, MISSOURI, A MUNICIPAL CORPORATION, TO L. MICHAEL COLLINS TRUST LOCATED AT 200 NORTH MAIN STREET

WHEREAS, the City of Ashland, Missouri does not see a need for this real estate now or in the future.

WHEREAS, the existing property required regular maintenance (mowing, etc.) which used City resources; and

WHEREAS, it has been determined to be in the City's best interest for the transfer of the property to the new owner and place it back on the tax roll; and

WHEREAS, L. Michael Collins Trust expressed a desire to purchase real estate located at 200 North Main Street and further described in Exhibit A attached.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Real Estate to be Conveyed. That in accordance with the terms of this ordinance, the Mayor of the City of Ashland, Missouri, are authorized to execute the attached real estate contract conveying to L. Michael Collins Trust, the described real estate located in the City of Ashland, Missouri.

Section 2. This ordinance shall be in full force and effect upon its passage and approval.

Dated this 2<sup>nd</sup> day of October 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney



# Contract for Sale of Vacant Land

This Contract is made between City of Ashland ("Seller") and C. Michael Collins Trust ("Buyer"). The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. **PROPERTY.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon (including all permanently attached equipment and fixtures not specifically excluded below) and all rights, privileges and easements appurtenant thereto, and any items of personal property specifically included below, are collectively referred to herein as the "Property." Legal Description is:

9945 addition AT 16 Survey 38189  
 (Check box if legal description attached)

10 Section 46 Township 12 Range Main Redbud Street Address Ashland City MO 65010 Zip Code Boone County

2. **INCLUSIONS AND EXCLUSIONS.** The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.

The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

Sewer Tap

The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as satellite dish equipment):

### 3. PURCHASE PRICE.

\$ 22,000.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows:  
\$ 250.00 as "Earnest Money" in the form of (check one):

personal check  cashier's check  other \_\_\_\_\_, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with Monarch Title Co. ("Escrow Agent"). Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. **CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of Monarch Title Co. ("Closing Agent") in Ashland City Mo State, on Sept Month 28 Day, 2018 (the "Closing Date").

Possession and all keys will be delivered to Buyer at (check one)  Closing or  other \_\_\_\_\_.

Note: If possession is to be transferred on a day other than day of Closing, if temporary access to the Property for a limited purpose is to be made available prior to Closing, or if the Property is tenant occupied, then the parties should complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

### 5. FINANCING/APPRaisal. (Check all applicable boxes)

Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase Price, Buyer should check box A and complete the following.

A. Appraisal. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than \_\_\_\_\_ days (25 if none stated) after the Effective Date. Note: MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within \_\_\_\_\_ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. Note: MSC-2020N

(Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

**B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

**C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

**D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is \_\_\_ days (15 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: \_\_\_\_\_ % of the Purchase Price, or \$ \_\_\_\_\_.

Initial interest rate not to exceed: \_\_\_\_\_ % Amortization term \_\_\_\_\_ years.

Rate Type (check one):  Fixed  Adjustable  Other: \_\_\_\_\_

Other terms (N/A if blank): CASH

**Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

**6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) (check one):  general warranty deed  special warranty deed, or  other \_\_\_\_\_ (the "Deed") in properly executed and recordable form.

Within \_\_\_\_\_ days (10 days if none stated) after the Effective Date (check applicable box below):

**A.** Seller shall deliver to Buyer, a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy") both at Seller's cost.

**B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

**C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

(Specify if otherwise) \_\_\_\_\_

**D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike **Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate Buyer's selection as to the type of survey or service to be provided and the company which is to perform the same, or to indicate Buyer's waiver of this right.**

Buyer shall have \_\_\_\_\_ days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"): provided, however that if box 6D is checked then Buyer shall have \_\_\_\_\_ days (20 days if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. Buyer's failure to timely deliver Notice to Seller of any Objections within the applicable Review Period will constitute a waiver by Buyer of any Objections. **Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Title or Survey Objections, responses thereto and the resolution thereof.**

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have \_\_\_\_\_ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within \_\_\_\_\_ additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

**7. INSPECTIONS.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage. Except as set forth in Section 6 with respect to Survey and Title Objections. Buyer may also review additional property data, including but not limited to zoning regulations; general taxes; school district;

123 and insurability of the Property ("Additional Property Data"). **NOTE:** The availability of the insurance must be ascertained during the  
124 Inspection Period, including but not limited to homeowner's and flood insurance, as well as the possibility that premiums may increase over  
125 the amount of premiums previously charged for insurance coverage(s). Buyer should also contact law enforcement officials for information  
126 pertaining to whether registered sex offenders or other convicted criminals reside in the area.

127 Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to  
128 allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or Seller's  
129 business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has  
130 made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses,  
131 operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The  
132 results of any inspection or test and the reports and conclusions of Buyer and Buyer's representatives shall be kept confidential (except as  
133 required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, accountants, lenders  
134 and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall cause any contractor  
135 or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at the Property.

136 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of  
137 unacceptable condition(s) (the "Inspection Notice". See MSC-2050N) within \_\_\_\_ days (10 days if none stated) after the Effective Date (the  
138 "Inspection Period"). (Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice  
139 should include all matters unacceptable to Buyer). Buyer agrees to immediately repair any damage to the Property and to indemnify and hold  
140 Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs  
141 resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract. If Seller has not received  
142 an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely  
143 Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable  
144 conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract with the Earnest  
145 Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any  
146 condition any inspection may have disclosed.

147 If this Contract is not terminated as provided above, Seller shall have \_\_\_\_ days (7 days if none stated) after Seller's receipt of the Inspection  
148 Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to timely respond to  
149 Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary  
150 adjustment at Closing). The parties shall have an additional \_\_\_\_ days (3 days if none stated) after Buyer's receipt of Seller's response to  
151 Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary  
152 adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money  
153 shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted  
154 by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without  
155 correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph,  
156 even after earlier negotiation failed to produce an agreement. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down  
157 payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.**

158 Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination  
159 of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or  
160 understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate  
161 expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any reports,  
162 records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the  
163 selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered  
164 by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such  
165 inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title  
166 or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance,  
167 liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged  
168 to utilize for MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. **Note: Pursuant to Missouri law, a real  
169 estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship  
170 disclosure Section below, collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors,  
171 geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home  
172 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with  
173 whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew  
174 prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A  
175 licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any  
176 Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was  
177 false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in  
178 this section shall not be considered to be making the statements contained in such documents.**

179 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other terms  
180 of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder")  
181 shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the  
182 written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent,  
183 Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting  
184 to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment  
185 and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal  
186 expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be  
187 required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other  
188 escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4  
189 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby  
190 authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing



191 Date (absent receipt of the written consent of all parties as set forth above). *Note: An Escrow Holder who is not a licensed real estate broker*  
192 *is not necessarily bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract*  
193 *regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then those separate*  
194 *terms may supersede the foregoing and control.* In any reference in this Contract (including any attached rider) to the return of Earnest Money  
195 to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable  
196 service provider(s).

197 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to  
198 maintain Seller's current fire and extended coverage insurance (*if any*) on the Property until Closing. Seller shall do ordinary and necessary  
199 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain,  
200 or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is  
201 destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any written  
202 communications to and from the condemning authority and/or insurer (*as the case may be*), the policy limits and (if known) the amount of  
203 proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the scheduled Closing Date,  
204 the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date,  
205 then Buyer and Seller shall proceed with the Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be*  
206 *used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

207 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer  
208 with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written  
209 authorization (*if needed*) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to  
210 all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage caused to the  
211 Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by  
212 insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all such remaining  
213 claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind  
214 the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject  
215 to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction  
216 and the aforesaid insurance information, and Closing will be extended accordingly, if required (*i.e. if such information is not received by Buyer*  
217 *more than 10 days prior to the date scheduled for Closing*). Seller shall not settle any claim regarding a taking of any part of the Property by  
218 eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer,  
219 which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to  
220 rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed  
221 to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section  
222 shall survive Closing.

223 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient  
224 Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a  
225 rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by  
226 Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract  
227 and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain  
228 and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call*  
229 *to confirm instructions before sending any Funds via wire transfer.*

230 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by  
231 lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow  
232 fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (*e.g.*, appraisal and credit report  
233 fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; (f)  
234 building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner  
235 association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the  
236 Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any  
237 commission or other compensation due from Buyer to the Broker(s).

238 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by  
239 Buyer); (b) expenses of Buyer's loan agreed to by Seller; (c) title company charges (including Closing, releasing and escrow fees) customarily  
240 paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e)  
241 so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or Income (*as defined*  
242 *below*) collected by or on behalf of Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other  
243 compensation due from Seller to the Broker(s).

244 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for**  
245 **day of Closing):** (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30  
246 days to be collected by Seller and not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property  
247 ("**Income**") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which  
248 delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing  
249 pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to  
250 Buyer for any time period after Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based  
251 on previous year); (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep  
252 assessments and monthly association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges  
253 (including water, sewer and trash).

254 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of  
255 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller  
256 if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does  
257 not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may  
258 desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each  
LND-2000

259 party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided  
260 however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a  
261 condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense,  
262 or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting  
263 Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations  
264 hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code.  
265 A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

266 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (*if any*) constitute the entire  
267 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter  
268 hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

269 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default  
270 shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required  
271 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have  
272 the following remedies:

273 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result  
274 of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon  
275 Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be  
276 specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely  
277 difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all  
278 actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or  
279 (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any  
280 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's  
281 liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

282 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result  
283 of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as  
284 liquidated damages and as Seller's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent  
285 of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the  
286 parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller  
287 as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage  
288 service agreement entered into between them.

289 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled  
290 to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney  
291 fees. The provisions of this Section shall survive Closing or any termination of this Contract.

292 **15. SELLER'S DISCLOSURE STATEMENT. (check one)**

293  **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property.  
294 The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns  
295 Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

296  **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date. Buyer  
297 shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if this  
298 Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver  
299 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

300  **C.** No Seller's Disclosure Statement will be provided by Seller.

301 Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge,  
302 as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that  
303 is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information  
304 set forth in the Seller's Disclosure Statement false or materially misleading.

305 **16. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the  
306 right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned  
307 on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant,  
308 Buyer shall have the right to have the utilities transferred to Buyer within \_\_\_\_ days (*4 days if none stated*) prior to Closing. This "walk-  
309 through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general  
310 condition as it was on the Effective Date; and (2) repairs agreed upon (*if any*) are completed in a workmanlike manner. Waiver of any inspection  
311 does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required  
312 by this Contract.

313 **17. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall  
314 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an  
315 approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with  
316 the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such  
317 as a pdf via e-mail, is to be treated as an original signature and document.

318 **18. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of Missouri, including  
319 the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender,  
320 according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference  
321 and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained  
322 in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or  
323 unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the  
324 fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had  
325 never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

326 19. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this  
327 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery  
328 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated  
329 agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing  
330 and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a  
331 limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or  
332 as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

333 20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)  
334  Government Loan MSC-2011R  Other: \_\_\_\_\_  Other \_\_\_\_\_  
335  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_

336 21. SPECIAL AGREEMENTS. (complete only if applicable) \_\_\_\_\_  
337 \_\_\_\_\_  
338 No Realtors or Fees  
339 \_\_\_\_\_  
340 \_\_\_\_\_

341 22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable) \_\_\_\_\_ (insert name of licensee)

342 is a real estate broker or salesperson, and is (check one or more, as applicable):  
343  a party to this transaction;  
344  a principal of and/or has a direct or indirect ownership interest in  Seller  Buyer; and/or  
345  an immediate family member of  Seller  Buyer. Specify: \_\_\_\_\_  
346 \_\_\_\_\_

347 23. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)  
348  Seller  Buyer  
349 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section  
350 below is (are) the only real estate broker(s) involved in this sale.

351 24. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed  
352 by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or  
353 regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned  
354 licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their  
355 relationship.

356 Licensee assisting Buyer is a: (Check appropriate boxes)  
357  Buyer's Limited Agent (acting on behalf of Buyer)  
358  Seller's Limited Agent (acting on behalf of Seller)  
359  Dual Agent (acting on behalf of both Buyer & Seller)  
360  Transaction Broker Assisting Buyer (not acting on  
361 behalf of either Buyer or Seller)  
362  Subagent of Seller (acting on behalf of Seller)  
363  (Also check here if serving as a designated agent)

364 Licensee assisting Seller is a: (Check appropriate boxes)  
365  Seller's Limited Agent (acting on behalf of Seller)  
366  Buyer's Limited Agent (acting on behalf of Buyer)  
367  Dual Agent (acting on behalf of both Seller & Buyer)  
368  Transaction Broker Assisting Seller (not acting on behalf  
369 of either Seller or Buyer)  
370  (Also check here if serving as a designated agent)

371 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

372 \_\_\_\_\_  
373 Broker's Firm Assisting Buyer (and MLS ID No., if required)  
374 Broker's Firm State License # \_\_\_\_\_

372 \_\_\_\_\_  
373 Broker's Firm Assisting Seller (and MLS ID No., if required)  
374 Broker's Firm State License # \_\_\_\_\_

375 By (Signature) \_\_\_\_\_  
376 Licensee's Printed Name: \_\_\_\_\_  
377 Licensee's State License # \_\_\_\_\_  
378 Date: \_\_\_\_\_

375 By (Signature) \_\_\_\_\_  
376 Licensee's Printed Name: \_\_\_\_\_  
377 Licensee's State License # \_\_\_\_\_  
378 Date: \_\_\_\_\_

379 25. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible  
380 for the acts of said Broker(s).

381 26. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the  
382 Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or  
383 Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

384 27. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax  
385 Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

386 28. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is  
387 not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as  
388 defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

389 29. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted  
390 this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by  
391 5 P.m. of Aug 30 2018.  
392 30. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.  
393 All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein,  
394 a "day" is defined as a 24-hour calendar day, seven (7) days per week.

395 BUYER: (for a corporation, limited liability company, partnership or other form of legal entity)

396 \_\_\_\_\_ Attest: \_\_\_\_\_  
397 By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
398 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
399 Title: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
400 Date: \_\_\_\_\_ Time: \_\_\_\_\_

401 BUYER: (for one or more individuals)

402 L. Michael Collins Trust  
403 Buyer Buyer  
404 Printed Name: L. Michael Collins Printed Name: \_\_\_\_\_  
405 Date: 8-28-18 Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

406 SELLER (check one and initial \_\_\_\_\_)  rejects  counter offers (Counter Offer form MSC-2040, which  
407 amends the terms of this offer, is attached and incorporated into this Contract).

408 By signing below, Seller indicates Seller has ACCEPTED this offer.

409 SELLER: (for a corporation, limited liability company, partnership or other form of legal entity)

410 City of Ashland Attest: \_\_\_\_\_  
411 By: Lyn Woolford Darla Sapp  
412 Printed Name: Lyn Woolford Printed Name: Darla Sapp  
413 Title: City Administrator Date: 8/28/2018 Time: 5:05 PM  
414 Date: 8/28/2018 Time: 4:00 PM

415 SELLER: (for one or more individuals)

416 \_\_\_\_\_ Seller \_\_\_\_\_  
417 Seller Seller  
418 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
419 Date: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\*\*\*\*\*

420 RECEIPT AND ACKNOWLEDGEMENT

421 Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth in  
422 Section 3.

423 By (Signature) \_\_\_\_\_

424 Licensee's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS<sup>®</sup>, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/17. ©2017 Missouri REALTORS<sup>®</sup>

COUNCIL BILL NO. 2018-054

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF ASHLAND, MISSOURI, A MUNICIPAL CORPORATION, TO JAMES NICHOLS, HAYLEY E. LOMBARD, ELSON NICHOLS AND CHERYL NICHOLS LOCATED AT 302 WEST BROADWAY

WHEREAS, the City of Ashland, Missouri does not see a need for this real estate now or in the future.

WHEREAS, the existing property required regular maintenance (mowing, etc.) which used City resources; and

WHEREAS, it has been determined to be in the City's best interest for the transfer of the property to the new owner and place it back on the tax roll; and

WHEREAS, the buyers expressed a desire to purchase real estate located at 302 West Broadway and further described in Exhibit A attached.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Ashland, Missouri, as follows:

Section 1. Real Estate to be Conveyed. That in accordance with the terms of this ordinance, the Mayor of the City of Ashland, Missouri, are authorized to execute the attached real estate contract conveying to James Nichols, Hayley E. Lombard, Elson Nichols and Cheryl Nichols the described real estate located in the City of Ashland, Missouri.

Section 2. This ordinance shall be in full force and effect upon its passage and approval.

Dated this 2<sup>nd</sup> day of October 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the Effective Date by and between the parties hereto: The City of Ashland, a Missouri municipality ("Seller" or the "The City of Ashland"), whose address is: Ashland City Hall, 109 E. Broadway, P.O. Box 135 Ashland, MO 65010 and James G. Nichols, Hayley E. Lombard, Elson Nichols and Cheryl L. Nichols (Collectively "Buyer" or "Buyers"), whose address is: PO Box 365, Ashland, MO 65010.

WHEREAS, Buyers desire to purchase, and Seller desires to sell, the Property, 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, and shall be deemed incorporated by reference in, this Agreement:

<u>Effective Date:</u>	The first date on which both parties have fully executed and delivered this Agreement, which is: _____, 20__.
<u>Property:</u>	The property located at 302 W. Broadway, Ashland, MO 65010, in Boone County, Missouri, which is legally described on <u>Exhibit A</u> hereto.
<u>Purchase Price:</u>	\$60,000.00, subject to adjustments described in Section 3.
<u>Earnest Money:</u>	No earnest money will be paid by Seller.
<u>Due Diligence Period:</u>	The period commencing on the Effective Date and expiring at 5:00 p.m. (central) on the forty-fifth (45 <sup>th</sup> ) day after the Effective Date, subject to termination earlier upon termination of this Agreement.
<u>Title Company:</u>	Boone Central Title Company, whose address is 601 East Broadway, Ste 102, Columbia, MO 65201,
<u>Broker(s):</u>	No brokers are used in this transaction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their execution and delivery hereof, the parties agree as follows:

1. ADDITIONAL DEFINITIONS. Except as otherwise specified herein, terms shall have the meanings specified above and below:

"Agreement" means this Agreement, including all exhibits, attachments, supplements, and amendments hereto.

"Business Day" means any day that is not a Saturday, Sunday, or federal or state holiday.

"Closing" means the actual closing and consummation of the transactions contemplated hereby.

“Closing Date” means the date scheduled for the Closing, which shall be designated by the Buyers but which shall occur not later than ten (10) business days after the expiration of the Due Diligence Period, or such other date mutually agreed by the parties.

“Contracts” means any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyers or the Property may be subject after the Closing.

“Due Diligence Documents” means the documents and information listed on Exhibit B hereto.

“Permitted Exceptions” means (a) real estate taxes for the year of Closing and thereafter; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions disclosed on the Title Commitment and/or Survey, which are not objected to by Buyers, subject to Section 5.3; provided, however, that the obligation for Seller to pay off any indebtedness or other obligations secured by any Seller’s Liens and discharge, terminate, and release all such Liens by Closing shall in no event constitute Permitted Exceptions.

“Seller’s Liens” means any deeds of trust, mortgages, or mechanics’, judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than Assigned Contracts, if any).

“Title Policy” means an ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements in Buyers in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyers.

This Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that they and their respective counsel have had the opportunity to review and give input with respect to this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings contained herein are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement, the term “including” and terms of similar import shall be deemed to mean “including without limitation,” and, as the context so requires, terms defined or used in the singular shall have a comparable meaning when used in the plural, and vice versa, and the use of the neuter shall also refer to the masculine or feminine, and vice versa.

2. PURCHASE AND SALE OF THE PROPERTY. Subject to the terms and conditions herein, Buyers agree to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyers, the Property at Closing, free and clear of all liens and encumbrances other than Permitted Exceptions. The Property shall be deemed to include: (a) the land described on Exhibit A hereto and all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all Seller’s rights and interest, if any, to roads, rights of way, and easements adjacent or belonging thereto (“Land”), the exact size and legal description of which shall be determined by reference to the Survey, if any, pursuant to Section 5; (b) all buildings, fixtures, and other improvements of every kind and description on or at the Land (“Improvements”), in their present condition; and (c) Seller’s rights and interest in any site surveys, studies, or reports, plans and specifications, warranties and contract rights, and permits and licenses with respect to the Land or Improvements (“Plans”). If applicable, the Property also shall be deemed to include: (i) the personal property located and used at the Property to be conveyed to Buyers, which is listed on Exhibit C hereto (“Personal Property”); and (ii) the existing Contracts relating to the lease, occupancy, management, operation, maintenance, or repair of the Property to be assigned to and assumed

by Buyers, which are listed on Exhibit D hereto ("Assigned Contracts"), including any security deposits held pursuant to the Assigned Contracts.

3. PURCHASE PRICE AND PAYMENT. Subject to the terms and conditions herein, Buyers agree to pay to Seller the Purchase Price at Closing, by certified or wire-transferred funds, as payment in full for the Property. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money as described in Section 4 and the adjustments described in Section 11.

4. EARNEST MONEY. If Earnest Money is required, then the following provisions shall apply:

4.1 Deposit. Within two (2) business days after the Effective Date, Buyers shall deposit the Earnest Money with the Title Company; if Buyers fail to do so, then Seller shall have the right to immediately terminate this Agreement. If the Closing occurs, the Earnest Money shall be paid to Seller and credited against the Purchase Price. If the Closing does not occur and the Earnest Money is to be paid to Seller in accordance with the express terms of this Agreement, then the Earnest Money shall be paid to Seller; in all other events, the Earnest Money shall be paid to Buyers.

4.2 Instructions. Within two (2) business days after the Effective Date, the parties shall deposit a fully-executed copy of this Agreement with the Title Company, which shall serve as escrow instructions. The parties agree to execute such additional escrow instructions that the Title Company may reasonably require and are consistent with this Agreement; if any such instructions and this Agreement conflict then this Agreement shall control. The Earnest Money shall be held in a separate, interest-bearing account and as otherwise directed by Buyers, in writing. The Earnest Money shall be held by the Title Company, in escrow, until the earliest of (a) the Closing, whereupon the Earnest Money shall be released to Seller and credited against the Purchase Price; (b) its receipt of a joint notice executed by Seller and Buyers, whereupon the Earnest Money shall be released in accordance with the instructions therein; or (c) its receipt of a notice of termination of this Agreement and request to release the Earnest Money executed by one party, provided, that it delivers a copy of such notice and request to the other party and receives no contrary instruction from such other party within ten (10) business days after delivery of such copy to such other party, whereupon the Earnest Money shall be released in accordance with the instructions in such notice and request. In the event of any conflicting notices or contrary instructions, the Title Company may refuse to release the Earnest Money except pursuant to court order, deposit the Earnest Money with a court pursuant to an action in interpleader, and/or take such other actions with respect to the Earnest Money consistent with applicable law and this Agreement, in which case the Title Company shall be released from all liability hereunder except for its willful misconduct, gross negligence, or violation of this Agreement.

5. TITLE AND SURVEY. Within five (5) business days after the Effective Date, Seller shall deliver to Buyers copies of all title policies, title commitments, and existing surveys relating to the Property in Seller's possession or control. Within fifteen (15) days after the Effective Date, Seller shall cause the Title Company to provide a commitment to issue the Title Policy at Closing ("Title Commitment"), together with copies of all exception documents referenced therein. By the later of forty-five (45) days after the Effective Date or thirty (30) days after its receipt of the Title Commitment, Buyers may procure a survey of the Land and Improvements ("Survey"); if Buyers fail to do so, then it shall be deemed to have waived its right to require a Survey for purposes of this Agreement. Each party shall provide copies of the Title Commitment or Survey to the other party promptly upon request.

5.1 Review. Buyers shall have fifteen (15) days after its receipt of the Title Commitment and the Survey, if any, whichever is received later ("Title Review Period"), to give Seller notice of such objections as Buyers may have to anything contained therein ("Objections"). If Buyers fail to deliver



Objections within the Title Review Period, then all title exceptions disclosed on the Title Commitment and Survey shall constitute Permitted Exceptions, subject to Section 5.3.

5.2 Objections and Cure. If Buyer delivers Objections within the Title Review Period, then Seller shall expeditiously and diligently proceed in good faith and a commercially reasonable manner to satisfy such Objections; provided, that this shall not require Seller to pay any money or incur any fees, costs, or liability whatsoever, other than to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing. Seller may, but is not required to, cure other Objections requiring it to pay money or incur fees, costs, or liability, in which case it shall use commercially reasonable efforts to cure such other Objections no later than the Closing Date. If Seller fails to cure such other Objections, then Buyers shall have the option to either: (a) terminate this Agreement, in which event Buyers shall receive a full refund of any Earnest Money and the parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding such uncured other Objections, in which event there shall be no adjustment to the Purchase Price and such Objections shall constitute Permitted Exceptions.

5.3 Insured Closing. The Closing shall be an "insured closing" with "gap coverage" as such terms are commonly understood in the title insurance industry, i.e., at Closing, upon request Buyers will be entitled to receive an updated and marked-up Title Commitment or a pro forma Title Policy to insure that Buyers will receive the Title Policy and that no circumstances have arisen since the date of the Title Commitment that would adversely affect title to the Property other than Permitted Exceptions. The Title Policy will provide "extended form coverage," i.e., without standard or general preprinted exceptions (other than the survey exception unless Buyers procures an appropriate Survey), which shall not constitute Permitted Exceptions.

6. OTHER DUE DILIGENCE AND INSPECTIONS. In addition to its rights to review title to the Property as described in Section 5, Buyers shall have the right to conduct other reviews, inspections, and due diligence with respect to the Property as described herein.

6.1 Seller's Deliveries and Notices. Within five (5) business days after the Effective Date, Seller shall deliver to Buyers true, correct, and complete copies of all Due Diligence Documents in Seller's possession or control.

6.2 Inspections. During the Due Diligence Period, Buyers shall have the license and right to enter onto the Property from time to time during normal business hours for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable; provided, that Buyers shall give Seller reasonable advance notice of and opportunity to be present at such inspections, and Buyers shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent. Buyers shall defend, indemnify and hold harmless Seller from and against (but if the City of Ashland is Buyer, then to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity it shall be responsible for) any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections. Buyers also agree to repair and restore any damage to the Property caused by such inspections.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. In order to induce Buyers to enter into this Agreement and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyers as of the Effective Date and as of the Closing as follows:

(a) (i) Seller is the entity specified in the introductory paragraph to this Agreement and is qualified to do business and in good standing under the laws of the State of Missouri; and

(ii) Seller has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Seller in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Seller is a party or to which it or the Property is subject.

(b) There is not now pending nor, to the best of Seller's knowledge and belief has there been threatened, any investigation, demand, action, suit, or proceeding relating to the Property before or by any agency, court, or other governmental authority. Seller has not received any notice from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other legal violation with respect to the Property, which has not been entirely corrected in accordance with applicable law. To the best of Seller's knowledge and belief, the Property is not in violation of any applicable law.

(c) Except as set forth in the hazardous waste and/or environmental studies and reports included in the Due Diligence Documents to be provided to Buyers, to the best of Seller's knowledge and belief, no hazardous materials have been released at the Property, and none are currently located on the Property which are not being stored and maintained in accordance with all applicable laws.

(d) There are no special assessments, takings, or other governmental actions filed, pending or, to the best of Seller's knowledge and belief, proposed, against the Property.

(e) There are no option or right-of-first-refusal agreements affecting the Property. There are no Contracts (other than the Assigned Contracts, if any). Seller is not in default of, and to the best of its knowledge and belief no other party is in default of, and no event or circumstance has occurred which, after notice or opportunity to cure would constitute such a default of, any Assigned Contract.

7.2 Buyers' Representations and Warranties. In order to induce Seller to enter into this Agreement and to consummate the sale of the Property, Buyers hereby represent and warrant to Seller as of the Effective Date and as of the Closing as follows: (i) Buyer is the entity specified in the introductory paragraph to this Agreement and is qualified to do business and in good standing under the laws of the State of Missouri; and (ii) Buyer has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Buyers in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Buyers are a party or to which it is subject.

8. COVENANTS. From and after the Effective Date and until the Closing or earlier termination of this Agreement:

8.1 Title. Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyers' consent, other than exceptions to be cured by Closing. If there are any Seller's Liens, Seller shall cause the same to be discharged, terminated, and released as required in order to convey title to the Property in accordance with this Agreement.

8.2 Physical Condition and Operation. Seller will manage, operate, insure, and maintain the Property in the same manner and condition as before the Effective Date, reasonable wear and tear excepted; without limiting the generality of the foregoing, Seller will not alter the Property or commit or permit waste to the Property without Buyers' consent. If the Property includes any Personal Property, Seller will not remove any material item of Personal Property without Buyers' consent, unless the same is obsolete and is replaced by tangible personal property of equal or greater utility and value.

8.3 Contracts. Seller will terminate all contracts, agreements, or transactions with any third party with respect to or affecting the Property before Closing (other than Assigned Contracts, if any). Seller will not enter into or amend any Contracts without Buyers' consent. If the Property includes any Assigned Contracts, Seller will not violate or terminate such Assigned Contracts and Seller will operate under such Assigned Contracts in the ordinary course of business; without limiting the generality of the foregoing, Seller will not collect any rents or others amounts due under any Assigned Contracts more than one month in advance, and it will report and prorate all amounts collected before Closing.

8.4 Updates. Seller shall notify Buyers if any of the Due Diligence Documents previously provided to Buyers are amended, supplemented, or updated; or if Seller becomes aware that any information in any Due Diligence Document previously provided to Buyers, or any representation or warranty of Seller herein, is or becomes untrue or incorrect in any material respect.

8.5 Exclusivity. Seller agrees not to market or show the Property to any other prospective purchasers or to solicit, entertain, or accept any offers for the Property (whether or not subordinate to this Agreement) from any other prospective purchasers.

9. CONTINGENCIES. The obligations of Buyers under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth in this Section ("Contingencies"). The Contingencies are: (a) Buyers must receive title to the Property, in accordance with Section 5, at Closing; (b) none of the representations and warranties of Seller herein must cease to be true and correct, in all material respects, prior to Closing; and (c) Buyers must be satisfied with all its due diligence and inspections with respect to the Property pursuant to Section 6 as well as being satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period. If any Contingency is not satisfied or waived by the applicable deadline noted above, then Buyers may terminate this Agreement by written notice to Seller at any time prior to such deadline and receive a full refund of any Earnest Money.

In addition, the obligations of the City of Ashland under this Agreement are conditioned upon the approval of the transactions contemplated hereby by the Board of Alderman of the City of Ashland, which approval may be given or withheld in its sole and absolute discretion, no later than the end of the Due Diligence Period ("Approval Contingency"). If the Approval Contingency is not satisfied by such date, then it shall result in an automatic termination of this Agreement as of such date without further action, and Buyers shall receive a full refund of any Earnest Money.

10. CLOSING AND POSSESSION. The Closing shall occur at the offices of the Title Company at 12:00 noon on the Closing Date or such other time as mutually agreed by the parties. A party need not be present at Closing if such party has delivered all of the items it is required to deliver at Closing to the Title Company by the Closing Date with escrow instructions consistent with this Agreement.

10.1 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 Buyers hereby disclaiming any such representations or warranties, in each case except as expressly provided herein. Seller also shall execute and deliver to Buyers the following:

(a) A warranty deed conveying all right, title, and interest in and to the Land and Improvements, free and clear of all liens and encumbrances, other than Permitted Exceptions.

(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 Buyers to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Seller.

(c) If applicable: (i) if the Property includes any Assigned Contracts, one or more assignment(s) from Seller with respect thereto (including an accounting and transfer of any security deposits) and consents or estoppel certificates from the other parties thereto, and (ii) if the Property includes any Personal Property, a warranty bill of sale; in all cases in form reasonably satisfactory to Buyers.

10.2 Buyers' Deliveries. At Closing, Buyers shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided herein. Buyers also shall execute and deliver to Seller 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 Buyers.

(b) If applicable: if the Property includes any Assigned Contracts, one or more assignment and assumption agreement(s) with respect thereto.

## 11. PURCHASE PRICE ADJUSTMENTS AND EXPENSES.

11.1 Prorations. The following amounts shall be prorated between the parties:

(a) Taxes and Special Assessments. If the City of Ashland is Buyer, all ad valorem real estate taxes imposed on the Property for the year in which Closing occurs shall be prorated as of the Closing Date; if the City of Ashland is Seller, it is tax exempt and such taxes shall not be prorated. Special assessments imposed on the Property, if any, shall be the sole responsibility of the owner of the Property as of the date the applicable special assessment becomes due and payable.

(b) Utilities and Assigned Contracts. If applicable: fees and charges for utilities, income and prepaid expenses under Assigned Contracts, and other like items customarily prorated upon the sale of property similar to the Property, in each case for the period in which Closing occurs, shall be prorated as of the Closing Date.

(c) Re-proration. The exact amount of prorated items may not be known and may be based on the latest information available on the Closing Date; if so, the parties agree to re-prorate such items once such amounts are ultimately determined based upon final bills or statements.

11.2 Expenses. The following costs and expenses shall be paid by the parties as described below, including as an appropriate adjustment to the Purchase Price set forth on the closing statement.

(a) Seller shall pay for (i) all costs to discharge, terminate, and release the Seller's Liens; (ii) all costs of examinations, fees, and premiums for the Title Commitment and Title Policy, other than the cost of any requested endorsements to the Title Policy; (iii) one-half of the customary closing or escrow fees of the Title Company; and (iv) the costs to record any documents necessary to remove the Seller's Liens and all other liens or encumbrances other than the Permitted Exceptions.

(b) Buyers shall pay for (i) all costs to conduct its due diligence and inspections of the Property, including the Survey, if any; (ii) the cost of any requested endorsements to the Title Policy; (iii) one-half of the customary closing or escrow fees of the Title Company; and (iv) all costs to record the deed and all other recordable documents at Closing, other than such recording costs to be paid by Seller as specified herein.

11.3 Broker Commissions and Other Expenses. All other costs and expenses paid or incurred in connection with or incident to this Agreement and the performance and consummation of the transactions contemplated hereby shall be borne by the party paying or incurring same. Without limiting the generality of the foregoing, the parties represent and warrant to one another that they have not dealt with any broker with respect to the transactions contemplated hereby other than the broker(s) set forth in the recitals hereto, if any, whose commissions, fees, and expenses shall be paid as set forth in said recital. Each party shall defend, indemnify, hold harmless the other party from and against (but for the City of Ashland, then to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity it shall be responsible for) any claims, causes of action, damages, liability, or costs or expenses that the other may sustain or incur by reason of its breach of this paragraph.

12. RISK OF LOSS AND CONDEMNATION. Seller has the risk of loss, destruction, or damage to the Property until Closing. If any such event occurs prior to Closing, Seller will promptly notify Buyers. If the cost to repair such damage and restore the Property to its previous condition is estimated by Buyers to be not more than \$10,000 in the aggregate, Seller may complete such repair and restoration by Closing; if Seller does not do so, then Buyers will be entitled to a reduction in the Purchase Price to the extent necessary to cover the remaining cost to complete such repair and restoration estimated by Buyers up to \$10,000 in the aggregate, and Buyers will be responsible for any such repair and restoration. If the cost of such repair and restoration is estimated by Buyers to be more than \$10,000 in the aggregate, Buyers may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyers all associated insurance claims and proceeds plus the amount of any deductible. If all or any part of the Property is condemned or becomes subject to any condemnation action or proceeding prior to Closing, Seller will promptly notify Buyers, and Buyers may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyers all associated claims, awards, and proceeds.

13. DEFAULTS AND REMEDIES.

13.1 Seller Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Buyers to Seller, then Buyers may elect to: (a) terminate this Agreement, in which case any Earnest Money shall be paid to Buyers, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyers' costs and expenses in connection with such default.

13.2 Buyer Default. If Buyer defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Seller to Buyers, then Seller may terminate this Agreement, in which case any Earnest Money shall be paid to Seller as liquidated damages for such default, it being agreed that this shall be the sole and exclusive remedy of Seller for any such default (any right of Seller to any other legal or equitable remedy being expressly waived with respect to any such default).

14. ASSIGNMENT. Buyers may assign its rights under this Agreement to an affiliate without Seller's consent, and no other assignment of this Agreement or any interest herein shall be permitted without Seller's prior written consent; provided, that in no event shall any assignment release the assignor from any obligations hereunder.

15. GENERAL.

15.1 Notices. Any notice or other communication required or permitted hereunder must be in writing and either: hand delivered; or sent overnight via reputable national courier or mailed by U.S. certified mail, fees and postage prepaid, in each case to the relevant party at its address as set forth herein

(as the same may be changed by notice given in accordance herewith) and, in the case of the The City of Ashland, with a copy to the City Attorney, PO Box 284, Ashland, MO 65010. Any such communication shall be deemed given, delivered, and effective: when hand delivered; one (1) business day after deposit with the courier; or three (3) business days after deposit with the U.S. Postal Service.

15.2 Time. Time is of the essence in the performance of and compliance with this Agreement; provided, that if any date or period specified herein falls or expires on a day which is not a business day, then such date or period shall be automatically deemed moved or extended to the next business day.

15.3 Survival. If this Agreement terminates in accordance with its terms, it shall cease to be of any further force or effect and the parties shall be relieved from all obligations hereunder, except for such obligations which are expressed or by their terms are intended to survive.

15.4 Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law principles. This Agreement constitutes the complete and integrated agreement of the parties and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of Seller and Buyers, their respective heirs, successors, and permitted assigns. This Agreement is intended to be enforceable in all respects, but if any provision hereof is invalid or unenforceable under applicable law, such provision shall be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions shall be unaffected. This Agreement may not be amended or modified except in a writing signed by all parties, and no term or condition hereof shall be deemed waived by a party except in a writing signed by such party. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right or privilege. This Agreement may be executed and delivered via facsimile or other electronic transmission, which shall be deemed to be originals.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

**THE CITY OF ASHLAND**

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

Attest: \_\_\_\_\_

Name: Gene Rohrer

Name: Darla Sapp

Title: Mayor

Title: City Clerk

**BUYERS**

\_\_\_\_\_  
James G. Nichols

\_\_\_\_\_  
Hayley E. Lombard

\_\_\_\_\_  
Elson Nichols

\_\_\_\_\_  
Cheryl L. Nichols

EXHIBIT A  
Legal Description

Beginning at an iron, said iron being the NE corner of the NW $\frac{1}{4}$  of Section 15, Township 46 North, Range 12 West, as shown and described by Survey Nos. 7803 and 7237, Boone County records; thence N 88° W, 602.1 feet to an iron, said iron being corner No. 11 of Survey No. 5731 and further shown and described by Survey No. 7803; thence continued along said line 170.8 feet more, a total of 772.9 feet in all, to a point on the North line of said section; thence S 2° 07' W, 26.5 feet to a concrete R/W marker for Missouri State Route "M", the point of beginning for this survey; thence continued along said line 10 feet to a State Route "M" R/W marker, thence continued along said line 143.7 feet, a total of 153.7 feet in all, to an iron, the SE corner of Survey No. 7803; thence S 88° 02' E, 58.0 feet, set an iron, the SE corner of this Survey; thence N 0° 06' E, 144.5 feet, set an iron; thence continued along said line 9.9 feet, a total of 154.4 feet in all to a point on the South R/W line of Missouri State Route "M"; thence N 88° 42' W, 52.4 feet, to a concrete R/W marker, the point of beginning of this Survey; said described tract of land containing 0.195 acres, more or less.

## EXHIBIT B

### Due Diligence Documents

1. Survey, Engineering, and Construction Documents:

- (a) all surveys, site plans, and floor plans,
- (b) all engineering or inspection studies or reports (including roof, mechanical systems and parking lot), and any existing construction, guaranty and/or warranty documents,
- (c) any "as-built" architectural or engineering plans (including a building systems summary indicating electrical, heating, hot water, utility company, fire protection and emergency power, if applicable),
- (d) building and occupancy permits, and
- (e) the most recent capital budget, if any.

2. Environmental and Structural: All past phase I, phase II, and other hazardous materials or other environmental studies and reports. All soil boring, ground water monitoring, and subsurface inspections, test results, and remediation plans.

3. Government Notices: All notices from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other legal violation.

4. Appraisal and Tax Information: Any appraisals. Ad valorem and other real estate tax bills, statements, and assessments (including personal property tax, if applicable) for the past two years and current tax year, including any copies of any proposed reassessments for the forthcoming year.

5. Utilities: Water, sewer, electric and other utility bills and statements from the last full cycle.

6. Insurance: Current certificates of property and casualty insurance.

7. Leases, Contracts, and Rent Roll: All leases or occupancy agreements; management, service, operating, listing, brokerage, supply or maintenance, or construction agreements; equipment leases; or other material contracts and agreements with respect to or affecting the Property. A rent roll for the past 12 months.

8. Other: Any other documents or information reasonably requested by Buyers.



EXHIBIT C

Personal Property (if applicable)

NONE

EXHIBIT D

Assigned Contracts (if applicable)

NONE