303 North Main Street • P.O. Box 447 • Carl Junction, MO 64834 • 417-649-7237
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NOTICE OF MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF CARL JUNCTION, MISSOURI, WILL BE HELD AT THE CITY HALL, 303 N MAIN STREET OF CARL JUNCTION ON **AUGUST 4, 2026**, AT 7:00 PM. TO CONSIDER AND ACT UPON THE MATTER ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINED TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME

1. Roll Call
2. Pledge of Allegiance/Invocation
3. Approve Agenda
4. Consent Agenda
   a. Approval of minutes of previous meeting: 072126 (open & closed)
   b. Approval of disbursements
5. Public Forum
6. Ordinances
   a. Ordinance amending Chapter 405: Zoning Regulations to add R-1C Residential Compact District
   b. Ordinance approving contracts with Keller Williams Realty Elevate to sell four tracts of land at Highway 171 & Gum
7. Reports
   a. Administration report
   b. Department reports
   c. Committee reports
8. Unfinished Business
9. New Business
10. Adjournment

THE MEETING WILL BE OPEN TO THE PUBLIC DATED THIS 31ST DAY OF JULY, 2026 AT 12:20 PM.

Alaina Wright

Alaina Wright, City Clerk

Anyone wishing to address the council needs to be on the agenda. No disruptions from the audience will be tolerated. If it is a public hearing, you may be recognized by the chair and be given permission to speak at that time.

The City of Carl Junction will represent our citizens, provide high level services, and plan for the future of our community.

- Carl Junction Mission Statement

The Carl Junction City Council met in regular session on Tuesday, July 21, 2026 at 7:00 PM at City Hall.

1. Roll Call

Mayor Tom Paul called the meeting to order with the following present: Walter Hayes, Hollie LaVigne, Bob McAfee, David Pyle, James Shanks, Roger Spencer, Carole Wofford. Anita Francis was absent. Also present were City Administrator Steve Lawver, City Attorney Mike Talley, and City Clerk Alaina Wright.

2. Pledge of Allegiance/Invocation

3. Approve Agenda

Walter Hayes motioned to approve the agenda as presented. David Pyle seconded. All in favor. No opposed with one absent.

4. Consent Agenda

   a. Approval of minutes of previous meeting

   b. Approval of disbursements

Roger Spencer motioned to approve the consent agenda. David Pyle seconded. All in favor. No opposed with one absent.

5. Public Forum

Haiden Fox, 301 North Main, Carl Junction Area Chamber of Commerce. He was present to ask the Board of Aldermen to provide a $2,000 sponsorship and provide two police officers and two public works employees during the event. He said volunteers would also be welcome. Mayor Paul asked if there would be anything new at the festival. Haiden said there would be a duck race. Hollie LaVigne said the car show proceeds would benefit Shop with a Cop this year.

6. P&Z Cases

   a. **Public Hearing Case 26-08** : Proposed amendments to Section 405.020-districts, and Section 405-040-use regulations, to add a new R-1C single-family residential compact district

Mayor Paul opened the public hearing at 7:10 PM. Steve Lawver said P&Z had their public hearing and their recommendation was approval of the zoning changes. He said this is a proposed change mentioned by Walter Hayes several months ago that would create opportunities for entry level housing. Steve said this is a piggyback of a zoning change Joplin has allowing a 6,000-foot lot. There was no one present to speak in favor or opposition of the changes. The public hearing was closed at 7:12 PM.

   b. Case 26-09: Final Plat — Wild Flower Estates — Nick & Tiffany Gratton

Steve Lawver said P&Z met on this and they are recommending approval. Mike Talley said no public hearing was required for this.

7. Ordinances

   a. Ordinance approving a final plat of Wild Flower Estates

- Hollie LaVigne motioned to put **"An Ordinance Accepting Wild Flower Estates of Carl Junction Subject to Certain Conditions"** on first reading by title only. David Pyle seconded. All in favor. No opposed with one absent.

There was no discussion.

- David Pyle motioned to put the ordinance on second reading by title only. Roger Spencer seconded. All in favor. No opposed with one absent.
- Hollie LaVigne motioned to final passage. David Pyle seconded.

Yes Votes: Walter Hayes, Hollie LaVigne, Bob McAfee, David Pyle, James Shanks, Roger Spencer, Carole Wofford
No Votes: None
Absent Votes: Anita Francis

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- Motion or Ordinance 26-16 was approved by electronic vote, signed by the Mayor, attested by the City Clerk and made a part of the permanent records of the City of Carl Junction.

8. Reports

a. Long-Term Project report

No discussion.

b. Treasurer's report

No discussion.

c. Department reports

Police Department: No discussion.

Public Works: James Shanks said the trees were cleaned from Center Creek Park and the progress looks good. Jay Morton said they've made two sweeps of town for debris removal. Roger Spencer said there's debris on Red Oak Loop that still needs to be picked up.

d. Committee reports

Budget & Finance — Walter Hayes had nothing to report.
Code & Nuisance — Carole Wofford had nothing to report.
Human Resources — Roger Spencer had nothing to report.
Public Facilities — David Pyle had nothing to report.
Economic Development — Hollie LaVigne said there's a closed session later in the meeting.

9. Unfinished Business

- Bob McAfee asked how the mosaic was progressing. Steve Lawver said tiles are glued down on 2/3 of it and there are 5 or 6 missing tiles still. Steve said after they are all glued down, it needs several coats of clear UV-resistant acrylic protectant.
- Roger Spencer asked if Southard Construction would fix the areas where they damaged the road and Jay Morton said yes.
- James Shanks asked about the sponsorship for the Bluegrass Festival and Steve Lawver said he'd like a vote on the sponsorship request.

Walter Hayes motioned to approve the Chamber of Commerce's request for $2,000, two police officers and two public works employees. Carole Wofford seconded. All in favor. No opposed with one absent.

10. New Business

- Walter Hayes said he spoke to Haiden Fox because in the past the Chamber would come in and give an update at each meeting and he would like to see that start again. Haiden said he would be happy to do that.
- David Pyle said to reciprocate Haiden appearing at Board of Aldermen meetings, it would be beneficial for a city employee to attend the Chamber of Commerce's monthly power breakfasts as well.
- Alaina Wright said that the second meeting in September needs to be rescheduled because so many people are attending the MML Annual Conference. Hollie LaVigne motioned to move the second meeting in September from September 15 to September 22. Roger Spencer seconded. All in favor. No opposed with one absent.
- Alaina Wright said KPM will be here next week to conduct the annual audit.
- Steve Lawver said he and Alaina Wright will be at MIRMA and will be out of the office the rest of the week.
- Steve Lawver said he received more information that more lights are out at the pickleball courts. He said he had no luck with used poles and thinks the project needs to go out for bid. He said there's enough in Capital Improvements to take care of that project. James Shanks asked if the poles on the pool could be reused and Steve Lawver said no. There was a consensus among the board to advertise the project for bids.

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11. Closed session per RsMO 610.021 (2): Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor

Hollie LaVigne motioned to go into closed session. Roger Spencer seconded. Roll call vote:
Yes:Walter Hayes, Hollie LaVigne, Bob McAfee, David Pyle, James Shanks, Roger Spencer, Carole Wofford
No:None
Absent: Anita Francis

The Board of Aldermen went into closed session at 7:31 PM.
The Board of Aldermen reconvened at 7:46 PM. Mayor Tom Paul said no votes or action was taken.

12. Adjournment

Carole Wofford motioned to adjourn the meeting. David Pyle seconded. All in favor. No opposed with one absent.
Meeting adjourned at 7:50 PM.

_____ _____

CITY CLERK MAYOR

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City of Carl Junction

Expense Approval Report
By Fund

Post Dates 07/22/2026 - 08/04/2026
Payment Dates 07/22/2026 - 08/04/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 01 - GENERAL FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-660100	484.49
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-661200	3,228.84
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-693101	74.51
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1125-661100	466.09
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1130-653100	522.15
07/23/2026	AETNA	INV0026263	Aetna payable	01-2160	2.00
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	01-2152	319.74
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	01-2153	74.80
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	01-2151	145.59
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	01-2170	1.28
07/31/2026	ALLSTATE	INV0026266	Allstate payable	01-2173	10.08
07/31/2026	ALLSTATE	INV0026267	Allstate payable	01-2173	2.09
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	01-2170	37.38
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	01-2170	5.74
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	01-2157	278.78
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	01-2157	68.12
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	01-2163	6.78
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	01-2174	9.80
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	01-2174	5.70
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	01-2170	11.44
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	01-2170	642.48
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	01-2155	45.29
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	01-2170	0.67
07/31/2026	AETNA	INV0026290	Aetna payabale	01-2160	5.00
07/31/2026	ALLSTATE	INV0026293	Allstate payable	01-2173	15.67
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	01-2170	58.78
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	01-2170	10.88
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	01-2157	594.94
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	01-2174	10.91
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	01-2170	6.02
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	01-2170	1,030.35
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	01-2152	576.90
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	01-2153	134.92
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	01-2151	498.77
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	01-2155	172.75
08/04/2026	AIRE-MASTER OF AMERICA INC	06521600	air freshener	01-1120-666700	15.64
08/04/2026	CHAMBER OF COMMERCE	13326	bluegrass sponsorship	01-1120-661200	2,000.00
08/04/2026	HENKLES ACE HARDWARE	14189	pliers, splice, profoam, roller f...	01-1125-661100	55.89
08/04/2026	PEARSON-KELLY OFFICE PRO...	474198	quarterly maintenance fee	01-1120-660100	360.48
08/04/2026	NELSON, STEVE	521317	soffit	01-1110-673300	240.00
08/04/2026	NELSON, STEVE	521318	brush hogged & cleaned ditch	01-1120-661200	2,450.00
08/04/2026	SPIRE	INV0026308	gas bill	01-1130-662100	151.34
08/04/2026	FAUVERGUE, JACOB	INV0026311	cleaning deposit refund	01-1120-661203	100.00
08/04/2026	JOPLIN GLOBE	INV0026312	subscription	01-1120-660100	441.87
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	01-1125-661000	202.00
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	01-1125-661000	215.25
				Fund 01 - GENERAL FUND Total:	**15,792.20**
Fund: 02 - POLICE FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-1130-653100	394.43
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-643300	48.00
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-660100	669.96
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-661100	131.77
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-693101	728.43

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/23/2026	AETNA	INV0026263	Aetna payable	02-2160	42.00
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	02-2152	2,957.48
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	02-2153	691.68
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	02-2151	1,457.17
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026279	STEPHANIE CASTLEBURY-ANN...	02-2175	10.08
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026280	DANNY CONWAY-ANNUAL DU...	02-2175	9.38
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026281	Dustin Jensen-annual dues	02-2175	10.08
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026282	AMOS BINDEL-ANNUAL DUES	02-2175	21.23
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026283	BLAINE BOWMAN -ANNUAL ...	02-2175	22.05
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	02-2170	19.28
07/31/2026	AFLAC	INV0026264	Aflac payable	02-2162	14.28
07/31/2026	AFLAC	INV0026265	Aflac payable	02-2162	73.67
07/31/2026	ALLSTATE	INV0026266	Allstate payable	02-2173	315.24
07/31/2026	ALLSTATE	INV0026267	Allstate payable	02-2173	209.05
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	02-2170	284.84
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	02-2170	41.50
07/31/2026	MISSOURI LAGERS	INV0026270	Retirement	02-2157	2,914.40
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	02-2157	588.29
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	02-2163	15.94
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	02-2174	111.87
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	02-2174	147.02
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	02-2170	173.05
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	02-2170	7,382.30
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	02-2155	633.80
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	02-2170	1.60
07/31/2026	AFLAC	INV0026291	Aflac payable	02-2162	105.32
07/31/2026	ALLSTATE	INV0026292	Allstate payable	02-2173	54.58
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	02-2170	67.85
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	02-2170	13.15
07/31/2026	MISSOURI LAGERS	INV0026297	Retirement	02-2157	914.69
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	02-2174	36.13
07/31/2026	LIBERTY NATIONAL	INV0026299	LIBERTY NATIONAL	02-2174	85.49
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	02-2170	13.80
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	02-2170	1,730.98
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	02-2152	710.58
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	02-2153	166.18
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	02-2151	484.26
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	02-2155	191.00
08/04/2026	OREILLY AUTO	0176-264018	wiper blades	02-2111-634100	25.98
08/04/2026	OREILLY AUTO	0176-268067	wiper fluid	02-2111-634100	12.78
08/04/2026	AIRE-MASTER OF AMERICA INC	06521599	air freshener	02-2111-666700	18.33
08/04/2026	TOTAL ELECTRONICS INC	125388	camera repair	02-2111-660100	160.00
08/04/2026	S&S COMPUTERS	17879	service call-laptops	02-2111-660100	85.00
08/04/2026	FIRST RESPONDER OUTFITTER...	197088-1	bvp Tabor-grant	02-2111-629200	819.99
08/04/2026	FIRST RESPONDER OUTFITTER...	197296-1	uniforms-Truelove	02-2111-629200	219.85
08/04/2026	FIRST RESPONDER OUTFITTER...	197613-1	uniforms-Truelove	02-2111-629200	522.95
08/04/2026	FIRST RESPONDER OUTFITTER...	197633-1	yellow safety vest-dickey	02-2111-629200	17.98
08/04/2026	FIRST RESPONDER OUTFITTER...	197806-1	zip front safety vest-Dickey	02-2111-629200	95.99
08/04/2026	AT&T SERVICES INC	287337941753X07172026	officer phone/hotspots	02-1130-653200	634.57
08/04/2026	PEARSON-KELLY OFFICE PRO...	474198	quarterly maintenance fee	02-2111-660100	241.75
08/04/2026	WOOD MOTOR COMPANY	8032907/1	replace brakes, rotors, belt te...	02-2111-634100	1,609.38
08/04/2026	MO STATE HIGHWY PATROL CJ..	812HP038004201	Mules	02-2111-643500	285.00
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026316	Rotary Dues-M McCall 2026-2...	02-2111-693101	861.00
08/04/2026	FLEET FUELS	SI-103034	gas	02-2111-662600	827.18
				Fund 02 - POLICE FUND Total:	**31,131.61**
Fund: 03 - STREET/ALLEY FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-1130-653100	28.27
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-3111-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-3111-693101	44.71
07/23/2026	AETNA	INV0026263	Aetna payable	03-2160	55.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	03-2152	537.18
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	03-2153	125.64
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	03-2151	223.07
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	03-2168	23.08
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	03-2170	3.52
07/31/2026	AFLAC	INV0026264	Aflac payable	03-2162	5.72
07/31/2026	AFLAC	INV0026265	Aflac payable	03-2162	3.77
07/31/2026	ALLSTATE	INV0026266	Allstate payable	03-2173	8.23
07/31/2026	ALLSTATE	INV0026267	Allstate payable	03-2173	10.15
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	03-2170	45.92
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	03-2170	4.86
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	03-2157	616.46
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	03-2157	40.87
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	03-2174	11.57
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	03-2174	6.20
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	03-2170	31.28
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	03-2170	1,019.02
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	03-2155	105.89
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	03-2170	0.40
07/31/2026	AETNA	INV0026290	Aetna payabale	03-2160	3.00
07/31/2026	ALLSTATE	INV0026293	Allstate payable	03-2173	9.40
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	03-2170	35.28
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	03-2170	6.52
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	03-2157	356.95
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	03-2174	6.55
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	03-2170	3.61
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	03-2170	618.22
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	03-2152	282.68
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	03-2153	66.14
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	03-2151	239.25
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	03-2155	88.65
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	03-3111-661100	15.94
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	03-3111-661100	7.04
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	03-3111-634100	1,385.53
08/04/2026	BLEVINS ASHPALT INC	12348	cold mix	03-3111-683200	469.20
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	03-3111-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	03-3111-661100	4.52
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	03-3111-661100	18.92
08/04/2026	HENKLES ACE HARDWARE	14210	propane	03-3111-661100	7.33
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	03-3111-661100	51.92
08/04/2026	THE RENTAL STORE	173644-1	oil	03-3111-661100	25.37
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	03-3111-661100	2.32
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	03-3111-661100	107.52
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	03-3111-661100	82.24
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	03-3111-661100	20.52
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	03-3111-661100	460.00
08/04/2026	SPIRE	INV0026307	gas bill	03-1130-662100	34.45
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	03-1125-661000	121.20
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	03-1125-661000	129.15
08/04/2026	FLEET FUELS	SI-103032	diesel	03-3111-662600	992.26
08/04/2026	FLEET FUELS	SI-103033	gas	03-3111-662600	410.65
				Fund 03 - STREET/ALLEY FUND Total:	**9,436.38**
Fund: 04 - WATER WORKS FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-1130-653100	28.28
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-3311-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-3311-693101	89.41
07/23/2026	AETNA	INV0026263	Aetna payable	04-2160	135.51
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	04-2152	1,649.98
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	04-2153	385.84
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	04-2151	772.80

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	04-2168	46.16
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	04-2170	10.88
07/31/2026	AFLAC	INV0026264	Aflac payable	04-2162	11.42
07/31/2026	AFLAC	INV0026265	Aflac payable	04-2162	7.53
07/31/2026	ALLSTATE	INV0026266	Allstate payable	04-2173	32.21
07/31/2026	ALLSTATE	INV0026267	Allstate payable	04-2173	31.37
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	04-2170	142.98
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	04-2170	17.43
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	04-2157	2,050.70
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	04-2157	81.74
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	04-2163	5.09
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	04-2174	44.46
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	04-2174	35.95
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	04-2170	96.96
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	04-2170	3,445.95
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	04-2155	354.50
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	04-2170	0.79
07/31/2026	AETNA	INV0026290	Aetna payabale	04-2160	6.00
07/31/2026	ALLSTATE	INV0026293	Allstate payable	04-2173	18.79
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	04-2170	70.52
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	04-2170	13.04
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	04-2157	713.92
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	04-2174	13.09
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	04-2170	7.23
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	04-2170	1,236.42
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	04-2152	565.32
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	04-2153	132.22
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	04-2151	478.51
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	04-2155	177.30
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	04-3311-661100	15.94
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	04-3311-661100	7.04
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	04-3311-634100	1,385.53
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	04-3311-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	04-3311-661100	4.53
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	04-3311-661100	18.93
08/04/2026	HENKLES ACE HARDWARE	14210	propane	04-3311-661100	7.33
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	04-3311-661100	51.92
08/04/2026	THE RENTAL STORE	173644-1	oil	04-3311-661100	25.37
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	04-3311-661100	2.32
08/04/2026	S&S COMPUTERS	17873	service call-well 8	04-3311-660100	85.00
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	04-3311-661100	107.53
08/04/2026	VERIZON	6148503781	hot spots	04-1130-653100	234.72
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	04-3311-661100	82.24
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	04-3311-661100	20.53
08/04/2026	CANADIAN PACIFIC RAILWAY ...	8000-0000001584	annual billing-8" underground...	04-3311-661200	25.00
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	04-3311-661100	460.00
08/04/2026	SPIRE	INV0026307	gas bill	04-1130-662100	34.45
08/04/2026	OPTIC COMMUNICATIONS	INV0026313	internet for water towers	04-3311-660100	247.00
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	04-1125-661000	242.40
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	04-1125-661000	258.30
08/04/2026	Mo Dept of Natural Resources...	INV0026317	ds II certification-kitzberger	04-3311-693101	50.00
08/04/2026	Mo Dept of Natural Resources...	INV0026318	ds III certification-chaligoj	04-3311-693101	50.00
08/04/2026	FLEET FUELS	SI-103032	diesel	04-3311-662600	992.26
08/04/2026	FLEET FUELS	SI-103033	gas	04-3311-662600	410.65
				Fund 04 - WATER WORKS FUND Total:	**18,152.53**
Fund: 05 - WWTP FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-1130-653100	69.58
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-3211-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-3211-693101	89.41
07/23/2026	AETNA	INV0026263	Aetna payable	05-2160	135.49

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	05-2152	1,416.26
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	05-2153	331.24
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	05-2151	663.68
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	05-2168	46.14
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	05-2170	9.28
07/31/2026	AFLAC	INV0026264	Aflac payable	05-2162	11.42
07/31/2026	AFLAC	INV0026265	Aflac payable	05-2162	7.54
07/31/2026	ALLSTATE	INV0026266	Allstate payable	05-2173	32.23
07/31/2026	ALLSTATE	INV0026267	Allstate payable	05-2173	31.38
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	05-2170	142.92
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	05-2170	17.43
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	05-2157	1,725.95
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	05-2157	81.74
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	05-2163	5.08
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	05-2174	44.45
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	05-2174	35.94
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	05-2170	82.49
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	05-2170	3,033.73
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	05-2155	299.52
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	05-2170	0.78
07/31/2026	AETNA	INV0026290	Aetna payabale	05-2160	6.00
07/31/2026	ALLSTATE	INV0026293	Allstate payable	05-2173	18.80
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	05-2170	70.50
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	05-2170	13.02
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	05-2157	713.93
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	05-2174	13.10
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	05-2170	7.21
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	05-2170	1,236.40
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	05-2152	565.32
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	05-2153	132.16
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	05-2151	478.52
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	05-2155	177.30
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	05-3211-661100	15.95
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	05-3211-661100	7.05
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	05-3211-634100	1,385.53
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	05-3211-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	05-3211-661100	4.53
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	05-3211-661100	18.93
08/04/2026	HENKLES ACE HARDWARE	14210	propane	05-3211-661100	7.33
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	05-3211-661100	51.92
08/04/2026	THE RENTAL STORE	173644-1	oil	05-3211-661100	25.38
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	05-3211-661100	2.32
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	05-3211-661100	107.53
08/04/2026	CONSULTING ANALYTICAL SE...	53836	lab tests	05-3211-656100	1,043.00
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	05-3211-661100	82.25
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	05-3211-661100	20.53
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	05-3211-661100	460.00
08/04/2026	SPIRE	INV0026306	gas bill	05-1130-662100	78.27
08/04/2026	UMB BANK, NA	INV0026310	SRF 2013 pymt	05-7111-681901	3,395.87
08/04/2026	UMB BANK, NA	INV0026310	SRF 2013 pymt	05-7111-681902	26,250.00
08/04/2026	OPTIC COMMUNICATIONS	INV0026313	internet for water towers	05-3211-660100	247.00
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	05-1125-661000	242.40
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	05-1125-661000	258.30
08/04/2026	FLEET FUELS	SI-103032	diesel	05-3211-662600	992.26
08/04/2026	FLEET FUELS	SI-103033	gas	05-3211-662600	410.66
				Fund 05 - WWTP FUND Total:	**47,276.19**
Fund: 06 - PARK/POOL FUND					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-1130-653100	55.80
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-5211-634113	46.02
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-5211-661105	277.11

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	06-2152	260.44
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	06-2153	60.90
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	06-2151	82.28
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	06-2170	1.60
07/31/2026	ALLSTATE	INV0026266	Allstate payable	06-2173	21.69
07/31/2026	ALLSTATE	INV0026267	Allstate payable	06-2173	41.37
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	06-2170	16.58
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	06-2170	3.50
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	06-2157	261.75
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	06-2170	14.45
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	06-2170	412.14
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	06-2155	36.00
				Fund 06 - PARK/POOL FUND Total:	**1,591.63**
Fund: 21 - BLDG DEPOSIT FUND					
08/04/2026	JM CONSTRUCTION	bp# 6666 405 Sunnybrook Dr	bp# 6666 405 sunnybrook dep…	21-3355-661203	150.00
08/04/2026	CLAY COLE TRUCKING & EXCA…	bp# 6684 609 N Roney	bp# 6684 609 N Roney dep re…	21-3355-661203	150.00
				Fund 21 - BLDG DEPOSIT FUND Total:	**300.00**
				Grand Total:	**123,680.54**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
01 - GENERAL FUND	15,792.20	15,792.20
02 - POLICE FUND	31,131.61	31,131.61
03 - STREET/ALLEY FUND	9,436.38	9,436.38
04 - WATER WORKS FUND	18,152.53	18,152.53
05 - WWTP FUND	47,276.19	47,276.19
06 - PARK/POOL FUND	1,591.63	1,591.63
21 - BLDG DEPOSIT FUND	300.00	300.00
Grand Total:	**123,680.54**	**123,680.54**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
01-1110-673300	BUILDING REPAIRS	240.00	240.00
01-1120-660100	OFFICE EXPENSE & POST	1,286.84	1,286.84
01-1120-661200	MISCELLANEOUS EXPEN...	7,678.84	7,678.84
01-1120-661203	REF OF RENTAL DEPOSITS	100.00	100.00
01-1120-666700	CLEANING	15.64	15.64
01-1120-693101	TRAINING	74.51	74.51
01-1125-661000	MEMBERSHIP DUES	417.25	417.25
01-1125-661100	GENERAL SUPPLIES	521.98	521.98
01-1130-653100	PHONE	522.15	522.15
01-1130-662100	NATURAL GAS	151.34	151.34
01-2151	FEDERAL TAX PAYABLE	644.36	644.36
01-2152	SOC SEC PAYABLE	896.64	896.64
01-2153	MEDICARE TAX PAYABLE	209.72	209.72
01-2155	STATE TAX PAYABLE	218.04	218.04
01-2157	MO LAGERS PAYABLE	941.84	941.84
01-2160	AETNA PAYABLE	7.00	7.00
01-2163	PREPAID LEGAL PAYABLE	6.78	6.78
01-2170	HEALTH INSURANCE	1,805.02	1,805.02
01-2173	ALLSTATE PAYABLE	27.84	27.84
01-2174	LIBERTY NATIONAL	26.41	26.41
02-1130-653100	PHONE	394.43	394.43
02-1130-653200	PHONE-CELLULAR	634.57	634.57
02-2111-629200	UNIFORMS	1,676.76	1,676.76
02-2111-634100	REP & MAINT-#100	1,648.14	1,648.14
02-2111-643300	CAR WASHES	48.00	48.00
02-2111-643500	MULES EXPENSES	285.00	285.00
02-2111-660100	OFFICE EXPENSE	1,156.71	1,156.71
02-2111-661100	GENERAL SUPPLIES	131.77	131.77
02-2111-662600	GAS & OIL	827.18	827.18
02-2111-666700	CLEANING	18.33	18.33
02-2111-693101	TRAINING	1,589.43	1,589.43
02-2151	FEDERAL TAX PAYABLE	1,941.43	1,941.43
02-2152	SOC SEC PAYABLE	3,668.06	3,668.06
02-2153	MEDICARE TAX PAYABLE	857.86	857.86
02-2155	STATE TAX PAYABLE	824.80	824.80
02-2157	MO LAGERS PAYABLE	4,417.38	4,417.38
02-2160	AETNA PAYABLE	42.00	42.00
02-2162	AFLAC PAYABLE	193.27	193.27
02-2163	PREPAID LEGAL PAYABLE	15.94	15.94
02-2170	HEALTH INSURANCE	9,728.35	9,728.35
02-2173	ALLSTATE PAYABLE	578.87	578.87
02-2174	LIBERTY NATIONAL	380.51	380.51
02-2175	FRATERNAL ORDER OF ...	72.82	72.82
03-1125-661000	MEMBERSHIP DUES	250.35	250.35
03-1130-653100	PHONE	28.27	28.27
03-1130-662100	NATURAL GAS	34.45	34.45

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
03-2151	FEDERAL TAX PAYABLE	462.32	462.32
03-2152	SOC SEC PAYABLE	819.86	819.86
03-2153	MEDICARE TAX PAYABLE	191.78	191.78
03-2155	STATE TAX PAYABLE	194.54	194.54
03-2157	MO LAGERS PAYABLE	1,014.28	1,014.28
03-2160	AETNA PAYABLE	58.00	58.00
03-2162	AFLAC PAYABLE	9.49	9.49
03-2168	FAMILY SUPPORT PYMT	23.08	23.08
03-2170	HEALTH INSURANCE	1,768.63	1,768.63
03-2173	ALLSTATE PAYABLE	27.78	27.78
03-2174	LIBERTY NATIONAL	24.32	24.32
03-3111-634100	REP & MAINT-EQUIP	1,385.53	1,385.53
03-3111-661100	GENERAL SUPPLIES	1,226.88	1,226.88
03-3111-662600	GAS & OIL	1,402.91	1,402.91
03-3111-683200	STREET MATERIALS	469.20	469.20
03-3111-693101	TRAINING	44.71	44.71
04-1125-661000	MEMBERSHIP DUES	500.70	500.70
04-1130-653100	PHONE	263.00	263.00
04-1130-662100	NATURAL GAS	34.45	34.45
04-2151	FEDERAL TAX PAYABLE	1,251.31	1,251.31
04-2152	SOC SEC PAYABLE	2,215.30	2,215.30
04-2153	MEDICARE TAX PAYABLE	518.06	518.06
04-2155	STATE TAX PAYABLE	531.80	531.80
04-2157	MO LAGERS PAYABLE	2,846.36	2,846.36
04-2160	AETNA PAYABLE	141.51	141.51
04-2162	AFLAC PAYABLE	18.95	18.95
04-2163	PREPAID LEGAL PAYABLE	5.09	5.09
04-2168	FAMILY SUPPORT PYMT	46.16	46.16
04-2170	HEALTH INSURANCE	5,042.20	5,042.20
04-2173	ALLSTATE PAYABLE	82.37	82.37
04-2174	LIBERTY NATIONAL	93.50	93.50
04-3311-634100	REP & MAINT-EQUIPME…	1,385.53	1,385.53
04-3311-660100	OFFICE EXPENSE & POST	332.00	332.00
04-3311-661100	GENERAL SUPPLIES	1,226.92	1,226.92
04-3311-661200	MISCELLANEOUS EXPEN…	25.00	25.00
04-3311-662600	GAS & OIL	1,402.91	1,402.91
04-3311-693101	TRAINING	189.41	189.41
05-1125-661000	MEMBERSHIP DUES	500.70	500.70
05-1130-653100	PHONE	69.58	69.58
05-1130-662100	NATURAL GAS	78.27	78.27
05-2151	FEDERAL TAX PAYABLE	1,142.20	1,142.20
05-2152	SOC SEC PAYABLE	1,981.58	1,981.58
05-2153	MEDICARE TAX PAYABLE	463.40	463.40
05-2155	STATE TAX PAYABLE	476.82	476.82
05-2157	MO LAGERS PAYABLE	2,521.62	2,521.62
05-2160	AETNA PAYABLE	141.49	141.49
05-2162	AFLAC PAYABLE	18.96	18.96
05-2163	PREPAID LEGAL PAYABLE	5.08	5.08
05-2168	FAMILY SUPPORT PYMT	46.14	46.14
05-2170	HEALTH INSURANCE	4,613.76	4,613.76
05-2173	ALLSTATE PAYABLE	82.41	82.41
05-2174	LIBERTY NATIONAL	93.49	93.49
05-3211-634100	REP & MAINT-EQUIPME…	1,385.53	1,385.53
05-3211-656100	LABORATORY FEES	1,043.00	1,043.00
05-3211-660100	OFFICE EXPENSE & POST	247.00	247.00
05-3211-661100	GENERAL SUPPLIES	1,226.96	1,226.96
05-3211-662600	GAS & OIL	1,402.92	1,402.92
05-3211-693101	TRAINING	89.41	89.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
05-7111-681901	2013 INTEREST	3,395.87	3,395.87
05-7111-681902	2013 PRINCIPAL	26,250.00	26,250.00
06-1130-653100	PHONE	55.80	55.80
06-2151	FEDERAL TAX PAYABLE	82.28	82.28
06-2152	SOC SEC PAYABLE	260.44	260.44
06-2153	MEDICARE TAX PAYABLE	60.90	60.90
06-2155	STATE TAX PAYABLE	36.00	36.00
06-2157	MO LAGERS PAYABLE	261.75	261.75
06-2170	HEALTH INSURANCE	448.27	448.27
06-2173	ALLSTATE PAYABLE	63.06	63.06
06-5211-634113	REPAIRS-POOL/SPLSH (A...	46.02	46.02
06-5211-661105	GEN SUPPLIES-PARK	277.11	277.11
21-3355-661203	BP REF TO CONTRACTORS	300.00	300.00
	Grand Total:	**123,680.54**	**123,680.54**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		123,680.54	123,680.54
	Grand Total:	**123,680.54**	**123,680.54**

City of Carl Junction

Expense Approval Report
By Vendor Name

Post Dates 07/22/2026 - 08/04/2026
Payment Dates 07/22/2026 - 08/04/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Vendor: 0002 - AETNA					
07/23/2026	AETNA	INV0026263	Aetna payable	01-2160	2.00
07/23/2026	AETNA	INV0026263	Aetna payable	02-2160	42.00
07/23/2026	AETNA	INV0026263	Aetna payable	03-2160	55.00
07/23/2026	AETNA	INV0026263	Aetna payable	04-2160	135.51
07/23/2026	AETNA	INV0026263	Aetna payable	05-2160	135.49
07/31/2026	AETNA	INV0026290	Aetna payabale	01-2160	5.00
07/31/2026	AETNA	INV0026290	Aetna payabale	03-2160	3.00
07/31/2026	AETNA	INV0026290	Aetna payabale	04-2160	6.00
07/31/2026	AETNA	INV0026290	Aetna payabale	05-2160	6.00
				Vendor 0002 - AETNA Total:	**390.00**
Vendor: 0003 - AFLAC					
07/31/2026	AFLAC	INV0026264	Aflac payable	02-2162	14.28
07/31/2026	AFLAC	INV0026264	Aflac payable	03-2162	5.72
07/31/2026	AFLAC	INV0026264	Aflac payable	04-2162	11.42
07/31/2026	AFLAC	INV0026264	Aflac payable	05-2162	11.42
07/31/2026	AFLAC	INV0026265	Aflac payable	02-2162	73.67
07/31/2026	AFLAC	INV0026265	Aflac payable	03-2162	3.77
07/31/2026	AFLAC	INV0026265	Aflac payable	04-2162	7.53
07/31/2026	AFLAC	INV0026265	Aflac payable	05-2162	7.54
07/31/2026	AFLAC	INV0026291	Aflac payable	02-2162	105.32
				Vendor 0003 - AFLAC Total:	**240.67**
Vendor: 1473 - AIRE-MASTER OF AMERICA INC					
08/04/2026	AIRE-MASTER OF AMERICA INC	06521599	air freshener	02-2111-666700	18.33
08/04/2026	AIRE-MASTER OF AMERICA INC	06521600	air freshener	01-1120-666700	15.64
				Vendor 1473 - AIRE-MASTER OF AMERICA INC Total:	**33.97**
Vendor: 1373 - ALLSTATE					
07/31/2026	ALLSTATE	INV0026266	Allstate payable	01-2173	10.08
07/31/2026	ALLSTATE	INV0026266	Allstate payable	02-2173	315.24
07/31/2026	ALLSTATE	INV0026266	Allstate payable	03-2173	8.23
07/31/2026	ALLSTATE	INV0026266	Allstate payable	04-2173	32.21
07/31/2026	ALLSTATE	INV0026266	Allstate payable	05-2173	32.23
07/31/2026	ALLSTATE	INV0026266	Allstate payable	06-2173	21.69
07/31/2026	ALLSTATE	INV0026267	Allstate payable	01-2173	2.09
07/31/2026	ALLSTATE	INV0026267	Allstate payable	02-2173	209.05
07/31/2026	ALLSTATE	INV0026267	Allstate payable	03-2173	10.15
07/31/2026	ALLSTATE	INV0026267	Allstate payable	04-2173	31.37
07/31/2026	ALLSTATE	INV0026267	Allstate payable	05-2173	31.38
07/31/2026	ALLSTATE	INV0026267	Allstate payable	06-2173	41.37
07/31/2026	ALLSTATE	INV0026292	Allstate payable	02-2173	54.58
07/31/2026	ALLSTATE	INV0026293	Allstate payable	01-2173	15.67
07/31/2026	ALLSTATE	INV0026293	Allstate payable	03-2173	9.40
07/31/2026	ALLSTATE	INV0026293	Allstate payable	04-2173	18.79
07/31/2026	ALLSTATE	INV0026293	Allstate payable	05-2173	18.80
				Vendor 1373 - ALLSTATE Total:	**862.33**
Vendor: 1149 - ANTHEM BC/BS MO GROUP					
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	01-2170	642.48
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	02-2170	7,382.30
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	03-2170	1,019.02
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	04-2170	3,445.95
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	05-2170	3,033.73
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026277	Health Ins Premiums	06-2170	412.14
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	01-2170	1,030.35

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	02-2170	1,730.98
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	03-2170	618.22
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	04-2170	1,236.42
07/31/2026	ANTHEM BC/BS MO GROUP	INV0026301	Health Ins Premiums	05-2170	1,236.40
				Vendor 1149 - ANTHEM BC/BS MO GROUP Total:	**21,787.99**
Vendor: 1044 - AT&T SERVICES INC					
08/04/2026	AT&T SERVICES INC	287337941753X07172026	officer phone/hotspots	02-1130-653200	634.57
				Vendor 1044 - AT&T SERVICES INC Total:	**634.57**
Vendor: 0380 - ATWOODS OF WEBB CITY					
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	03-3111-661100	51.92
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	04-3311-661100	51.92
08/04/2026	ATWOODS OF WEBB CITY	155.76	duct tape	05-3211-661100	51.92
				Vendor 0380 - ATWOODS OF WEBB CITY Total:	**155.76**
Vendor: 0100 - BLEVINS ASHPALT INC					
08/04/2026	BLEVINS ASHPALT INC	12348	cold mix	03-3111-683200	469.20
				Vendor 0100 - BLEVINS ASHPALT INC Total:	**469.20**
Vendor: 7902 - BOBCAT OF JOPLIN					
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	03-3111-661100	82.24
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	04-3311-661100	82.24
08/04/2026	BOBCAT OF JOPLIN	73027222	blades, hex bolts	05-3211-661100	82.25
				Vendor 7902 - BOBCAT OF JOPLIN Total:	**246.73**
Vendor: 1791 - CANADIAN PACIFIC RAILWAY COMPANY					
08/04/2026	CANADIAN PACIFIC RAILWAY ...	8000-0000001584	annual billing-8" underground...	04-3311-661200	25.00
				Vendor 1791 - CANADIAN PACIFIC RAILWAY COMPANY Total:	**25.00**
Vendor: 0295 - CHAMBER OF COMMERCE					
08/04/2026	CHAMBER OF COMMERCE	13326	bluegrass sponsorship	01-1120-661200	2,000.00
				Vendor 0295 - CHAMBER OF COMMERCE Total:	**2,000.00**
Vendor: 0984 - CHASE					
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-660100	484.49
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-661200	3,228.84
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1120-693101	74.51
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1125-661100	466.09
07/22/2026	CHASE	INV0026288	credit card bill July 2026	01-1130-653100	522.15
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-1130-653100	394.43
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-643300	48.00
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-660100	669.96
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-661100	131.77
07/22/2026	CHASE	INV0026288	credit card bill July 2026	02-2111-693101	728.43
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-1130-653100	28.27
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-3111-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	03-3111-693101	44.71
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-1130-653100	28.28
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-3311-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	04-3311-693101	89.41
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-1130-653100	69.58
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-3211-661100	414.91
07/22/2026	CHASE	INV0026288	credit card bill July 2026	05-3211-693101	89.41
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-1130-653100	55.80
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-5211-634113	46.02
07/22/2026	CHASE	INV0026288	credit card bill July 2026	06-5211-661105	277.11
				Vendor 0984 - CHASE Total:	**8,721.99**
Vendor: 8041 - CLAY COLE TRUCKING & EXCAVATION					
08/04/2026	CLAY COLE TRUCKING & EXCA...	bp# 6684 609 N Roney	bp# 6684 609 N Roney dep re...	21-3355-661203	150.00
				Vendor 8041 - CLAY COLE TRUCKING & EXCAVATION Total:	**150.00**
Vendor: 0004 - COMMUNITY BANK & TRUST					
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	01-2152	319.74
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	02-2152	2,957.48

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	03-2152	537.18
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	04-2152	1,649.98
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	05-2152	1,416.26
07/23/2026	COMMUNITY BANK & TRUST	INV0026284	FICA	06-2152	260.44
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	01-2153	74.80
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	02-2153	691.68
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	03-2153	125.64
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	04-2153	385.84
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	05-2153	331.24
07/23/2026	COMMUNITY BANK & TRUST	INV0026285	Medicare	06-2153	60.90
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	01-2151	145.59
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	02-2151	1,457.17
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	03-2151	223.07
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	04-2151	772.80
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	05-2151	663.68
07/23/2026	COMMUNITY BANK & TRUST	INV0026286	Federal Withholding	06-2151	82.28
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	01-2152	576.90
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	02-2152	710.58
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	03-2152	282.68
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	04-2152	565.32
07/31/2026	COMMUNITY BANK & TRUST	INV0026302	FICA	05-2152	565.32
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	01-2153	134.92
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	02-2153	166.18
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	03-2153	66.14
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	04-2153	132.22
07/31/2026	COMMUNITY BANK & TRUST	INV0026303	Medicare	05-2153	132.16
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	01-2151	498.77
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	02-2151	484.26
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	03-2151	239.25
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	04-2151	478.51
07/31/2026	COMMUNITY BANK & TRUST	INV0026304	Federal Withholding	05-2151	478.52
				Vendor 0004 - COMMUNITY BANK & TRUST Total:	**17,667.50**
Vendor: 7539 - CONSULTING ANALYTICAL SERVICES INTERNATIONAL					
08/04/2026	CONSULTING ANALYTICAL SE...	53836	lab tests	05-3211-656100	1,043.00
				Vendor 7539 - CONSULTING ANALYTICAL SERVICES INTERNATIONAL Total:	**1,043.00**
Vendor: 7119 - DELTA DENTAL OF MISSOURI					
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	01-2170	37.38
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	02-2170	284.84
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	03-2170	45.92
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	04-2170	142.98
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	05-2170	142.92
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026268	Dental Insurnace	06-2170	16.58
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	01-2170	58.78
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	02-2170	67.85
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	03-2170	35.28
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	04-2170	70.52
07/31/2026	DELTA DENTAL OF MISSOURI	INV0026294	Dental Insurance	05-2170	70.50
				Vendor 7119 - DELTA DENTAL OF MISSOURI Total:	**973.55**
Vendor: 7189 - DELTA VISION					
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	01-2170	5.74
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	02-2170	41.50
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	03-2170	4.86
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	04-2170	17.43
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	05-2170	17.43
07/31/2026	DELTA VISION	INV0026269	Vision Insurance	06-2170	3.50
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	01-2170	10.88
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	02-2170	13.15
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	03-2170	6.52
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	04-2170	13.04

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/31/2026	DELTA VISION	INV0026295	Vision Insurance	05-2170	13.02
				Vendor 7189 - DELTA VISION Total:	**147.07**
Vendor: 6619 - EQUIPMENTSHARE, INC					
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	03-3111-661100	20.52
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	04-3311-661100	20.53
08/04/2026	EQUIPMENTSHARE, INC	7310349-000	rotary switch, terminal, conne...	05-3211-661100	20.53
				Vendor 6619 - EQUIPMENTSHARE, INC Total:	**61.58**
Vendor: 0514 - FAMILY SUPPORT PYMT CENT					
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	03-2168	23.08
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	04-2168	46.16
07/24/2026	FAMILY SUPPORT PYMT CENT	INV0026278	Jeremiah Holly Case ID#41360...	05-2168	46.14
				Vendor 0514 - FAMILY SUPPORT PYMT CENT Total:	**115.38**
Vendor: 8042 - FAUVERGUE, JACOB					
08/04/2026	FAUVERGUE, JACOB	INV0026311	cleaning deposit refund	01-1120-661203	100.00
				Vendor 8042 - FAUVERGUE, JACOB Total:	**100.00**
Vendor: 0390 - FIRST RESPONDER OUTFITTERS-CARTHAGE					
08/04/2026	FIRST RESPONDER OUTFITTER...	197088-1	bvp Tabor-grant	02-2111-629200	819.99
08/04/2026	FIRST RESPONDER OUTFITTER...	197296-1	uniforms-Truelove	02-2111-629200	219.85
08/04/2026	FIRST RESPONDER OUTFITTER...	197613-1	uniforms-Truelove	02-2111-629200	522.95
08/04/2026	FIRST RESPONDER OUTFITTER...	197633-1	yellow safety vest-dickey	02-2111-629200	17.98
08/04/2026	FIRST RESPONDER OUTFITTER...	197806-1	zip front safety vest-Dickey	02-2111-629200	95.99
				Vendor 0390 - FIRST RESPONDER OUTFITTERS-CARTHAGE Total:	**1,676.76**
Vendor: 0605 - FLEET FUELS					
08/04/2026	FLEET FUELS	SI-103032	diesel	03-3111-662600	992.26
08/04/2026	FLEET FUELS	SI-103032	diesel	04-3311-662600	992.26
08/04/2026	FLEET FUELS	SI-103032	diesel	05-3211-662600	992.26
08/04/2026	FLEET FUELS	SI-103033	gas	03-3111-662600	410.65
08/04/2026	FLEET FUELS	SI-103033	gas	04-3311-662600	410.65
08/04/2026	FLEET FUELS	SI-103033	gas	05-3211-662600	410.66
08/04/2026	FLEET FUELS	SI-103034	gas	02-2111-662600	827.18
				Vendor 0605 - FLEET FUELS Total:	**5,035.92**
Vendor: 3815 - FRATERNAL ORDER OF POLICE					
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026279	STEPHANIE CASTLEBURY-ANN...	02-2175	10.08
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026280	DANNY CONWAY-ANNUAL DU...	02-2175	9.38
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026281	Dustin Jensen-annual dues	02-2175	10.08
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026282	AMOS BINDEL-ANNUAL DUES	02-2175	21.23
07/24/2026	FRATERNAL ORDER OF POLICE	INV0026283	BLAINE BOWMAN -ANNUAL ...	02-2175	22.05
				Vendor 3815 - FRATERNAL ORDER OF POLICE Total:	**72.82**
Vendor: 1199 - HENKLES ACE HARDWARE					
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	03-3111-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	04-3311-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14098	pliers	05-3211-661100	8.33
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	03-3111-661100	4.52
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	04-3311-661100	4.53
08/04/2026	HENKLES ACE HARDWARE	14161	hose connector, rubber hose	05-3211-661100	4.53
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	03-3111-661100	18.92
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	04-3311-661100	18.93
08/04/2026	HENKLES ACE HARDWARE	14171	pvc unions, hex nuts	05-3211-661100	18.93
08/04/2026	HENKLES ACE HARDWARE	14189	pliers, splice, profoam, roller f...	01-1125-661100	55.89
08/04/2026	HENKLES ACE HARDWARE	14210	propane	03-3111-661100	7.33
08/04/2026	HENKLES ACE HARDWARE	14210	propane	04-3311-661100	7.33
08/04/2026	HENKLES ACE HARDWARE	14210	propane	05-3211-661100	7.33
				Vendor 1199 - HENKLES ACE HARDWARE Total:	**173.23**
Vendor: 8043 - JM CONSTRUCTION					
08/04/2026	JM CONSTRUCTION	bp# 6666 405 Sunnybrook Dr	bp# 6666 405 sunnybrook dep...	21-3355-661203	150.00
				Vendor 8043 - JM CONSTRUCTION Total:	**150.00**

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Vendor: 0123 - JOPLIN GLOBE					
08/04/2026	JOPLIN GLOBE	INV0026312	subscription	01-1120-660100	441.87
				Vendor 0123 - JOPLIN GLOBE Total:	**441.87**
Vendor: 0008 - LEGALSHIELD					
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	01-2163	6.78
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	02-2163	15.94
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	04-2163	5.09
07/31/2026	LEGALSHIELD	INV0026273	Pre-Paid legal	05-2163	5.08
				Vendor 0008 - LEGALSHIELD Total:	**32.89**
Vendor: 2988 - LIBERTY NATIONAL					
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	01-2174	9.80
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	02-2174	111.87
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	03-2174	11.57
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	04-2174	44.46
07/31/2026	LIBERTY NATIONAL	INV0026274	LIBERTY NATIONAL	05-2174	44.45
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	01-2174	5.70
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	02-2174	147.02
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	03-2174	6.20
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	04-2174	35.95
07/31/2026	LIBERTY NATIONAL	INV0026275	LIBERTY NATIONAL	05-2174	35.94
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	01-2174	10.91
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	02-2174	36.13
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	03-2174	6.55
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	04-2174	13.09
07/31/2026	LIBERTY NATIONAL	INV0026298	LIBERTY NATIONAL	05-2174	13.10
07/31/2026	LIBERTY NATIONAL	INV0026299	LIBERTY NATIONAL	02-2174	85.49
				Vendor 2988 - LIBERTY NATIONAL Total:	**618.23**
Vendor: 0006 - MISSOURI LAGERS					
07/31/2026	MISSOURI LAGERS	INV0026270	Retirement	02-2157	2,914.40
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	01-2157	278.78
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	02-2157	588.29
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	03-2157	616.46
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	04-2157	2,050.70
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	05-2157	1,725.95
07/31/2026	MISSOURI LAGERS	INV0026271	Retirement	06-2157	261.75
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	01-2157	68.12
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	03-2157	40.87
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	04-2157	81.74
07/31/2026	MISSOURI LAGERS	INV0026272	Retirement	05-2157	81.74
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	01-2157	594.94
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	03-2157	356.95
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	04-2157	713.92
07/31/2026	MISSOURI LAGERS	INV0026296	Retirement	05-2157	713.93
07/31/2026	MISSOURI LAGERS	INV0026297	Retirement	02-2157	914.69
				Vendor 0006 - MISSOURI LAGERS Total:	**12,003.23**
Vendor: 3404 - Mo Dept of Natural Resources-Receipts & Reporting					
08/04/2026	Mo Dept of Natural Resources...	INV0026317	ds II certification-kitzberger	04-3311-693101	50.00
08/04/2026	Mo Dept of Natural Resources...	INV0026318	ds III certification-chaligoj	04-3311-693101	50.00
				Vendor 3404 - Mo Dept of Natural Resources-Receipts & Reporting Total:	**100.00**
Vendor: 0005 - MO DEPT OF REVENUE					
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	01-2155	45.29
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	02-2155	633.80
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	03-2155	105.89
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	04-2155	354.50
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	05-2155	299.52
07/31/2026	MO DEPT OF REVENUE	INV0026287	State Withholding	06-2155	36.00
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	01-2155	172.75
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	02-2155	191.00
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	03-2155	88.65

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	04-2155	177.30
07/31/2026	MO DEPT OF REVENUE	INV0026305	State Withholding	05-2155	177.30
				Vendor 0005 - MO DEPT OF REVENUE Total:	**2,282.00**
Vendor: 0096 - MO STATE HIGHWY PATROL CJ TECH					
08/04/2026	MO STATE HIGHWY PATROL CJ..	812HP038004201	Mules	02-2111-643500	285.00
				Vendor 0096 - MO STATE HIGHWAY PATROL CJ TECH Total:	**285.00**
Vendor: 5817 - NELSON, STEVE					
08/04/2026	NELSON, STEVE	521317	soffit	01-1110-673300	240.00
08/04/2026	NELSON, STEVE	521318	brush hogged & cleaned ditch	01-1120-661200	2,450.00
				Vendor 5817 - NELSON, STEVE Total:	**2,690.00**
Vendor: 7722 - OPTIC COMMUNICATIONS					
08/04/2026	OPTIC COMMUNICATIONS	INV0026313	internet for water towers	04-3311-660100	247.00
08/04/2026	OPTIC COMMUNICATIONS	INV0026313	internet for water towers	05-3211-660100	247.00
				Vendor 7722 - OPTIC COMMUNICATIONS Total:	**494.00**
Vendor: 0035 - OREILLY AUTO					
08/04/2026	OREILLY AUTO	0176-264018	wiper blades	02-2111-634100	25.98
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	03-3111-661100	15.94
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	04-3311-661100	15.94
08/04/2026	OREILLY AUTO	0176-264718	tow light adapter, cargo straps	05-3211-661100	15.95
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	03-3111-661100	7.04
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	04-3311-661100	7.04
08/04/2026	OREILLY AUTO	0176-265301	cabin filter	05-3211-661100	7.05
08/04/2026	OREILLY AUTO	0176-268067	wiper fluid	02-2111-634100	12.78
				Vendor 0035 - OREILLY AUTO Total:	**107.72**
Vendor: 1049 - OSBORN PAPER COMPANY					
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	03-3111-661100	107.52
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	04-3311-661100	107.53
08/04/2026	OSBORN PAPER COMPANY	40276	center pull towels, wipers	05-3211-661100	107.53
				Vendor 1049 - OSBORN PAPER COMPANY Total:	**322.58**
Vendor: 3696 - PEARSON-KELLY OFFICE PRODUCTS					
08/04/2026	PEARSON-KELLY OFFICE PRO...	474198	quarterly maintenance fee	01-1120-660100	360.48
08/04/2026	PEARSON-KELLY OFFICE PRO...	474198	quarterly maintenance fee	02-2111-660100	241.75
				Vendor 3696 - PEARSON-KELLY OFFICE PRODUCTS Total:	**602.23**
Vendor: 1990 - RELIANCE STANDARD					
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	01-2170	1.28
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	02-2170	19.28
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	03-2170	3.52
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	04-2170	10.88
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	05-2170	9.28
07/31/2026	RELIANCE STANDARD	INV0026262	ADD premiums	06-2170	1.60
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	01-2170	11.44
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	02-2170	173.05
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	03-2170	31.28
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	04-2170	96.96
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	05-2170	82.49
07/31/2026	RELIANCE STANDARD	INV0026276	Life insurance	06-2170	14.45
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	01-2170	0.67
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	02-2170	1.60
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	03-2170	0.40
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	04-2170	0.79
07/31/2026	RELIANCE STANDARD	INV0026289	ADD premiums	05-2170	0.78
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	01-2170	6.02
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	02-2170	13.80
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	03-2170	3.61
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	04-2170	7.23
07/31/2026	RELIANCE STANDARD	INV0026300	Life Insurance	05-2170	7.21
				Vendor 1990 - RELIANCE STANDARD Total:	**497.62**

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Vendor: 1190 - S&S COMPUTERS					
08/04/2026	S&S COMPUTERS	17873	service call-well 8	04-3311-660100	85.00
08/04/2026	S&S COMPUTERS	17879	service call-laptops	02-2111-660100	85.00
				Vendor 1190 - S&S COMPUTERS Total:	**170.00**
Vendor: 0019 - SPIRE					
08/04/2026	SPIRE	INV0026306	gas bill	05-1130-662100	78.27
08/04/2026	SPIRE	INV0026307	gas bill	03-1130-662100	34.45
08/04/2026	SPIRE	INV0026307	gas bill	04-1130-662100	34.45
08/04/2026	SPIRE	INV0026308	gas bill	01-1130-662100	151.34
				Vendor 0019 - SPIRE Total:	**298.51**
Vendor: 2230 - THE RENTAL STORE					
08/04/2026	THE RENTAL STORE	173644-1	oil	03-3111-661100	25.37
08/04/2026	THE RENTAL STORE	173644-1	oil	04-3311-661100	25.37
08/04/2026	THE RENTAL STORE	173644-1	oil	05-3211-661100	25.38
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	03-3111-661100	2.32
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	04-3311-661100	2.32
08/04/2026	THE RENTAL STORE	173880-1	fuel cap	05-3211-661100	2.32
				Vendor 2230 - THE RENTAL STORE Total:	**83.08**
Vendor: 6995 - THOMAS, STEVE					
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	03-3111-661100	460.00
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	04-3311-661100	460.00
08/04/2026	THOMAS, STEVE	926125	6 loads top soil	05-3211-661100	460.00
				Vendor 6995 - THOMAS, STEVE Total:	**1,380.00**
Vendor: 0981 - TOTAL ELECTRONICS INC					
08/04/2026	TOTAL ELECTRONICS INC	125388	camera repair	02-2111-660100	160.00
				Vendor 0981 - TOTAL ELECTRONICS INC Total:	**160.00**
Vendor: 4547 - TURNER DIESEL & SHOW ME EQUP CO INC					
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	03-3111-634100	1,385.53
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	04-3311-634100	1,385.53
08/04/2026	TURNER DIESEL & SHOW ME ...	10416	repair international dump tru...	05-3211-634100	1,385.53
				Vendor 4547 - TURNER DIESEL & SHOW ME EQUP CO INC Total:	**4,156.59**
Vendor: 1796 - UMB BANK, NA					
08/04/2026	UMB BANK, NA	INV0026310	SRF 2013 pymt	05-7111-681901	3,395.87
08/04/2026	UMB BANK, NA	INV0026310	SRF 2013 pymt	05-7111-681902	26,250.00
				Vendor 1796 - UMB BANK, NA Total:	**29,645.87**
Vendor: 5182 - VERIZON					
08/04/2026	VERIZON	6148503781	hot spots	04-1130-653100	234.72
				Vendor 5182 - VERIZON Total:	**234.72**
Vendor: 0452 - WEBB CITY/CARL JCT ROTAR					
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	01-1125-661000	202.00
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	03-1125-661000	121.20
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	04-1125-661000	242.40
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026314	Rotary Dues-W Hayes 2026-2...	05-1125-661000	242.40
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	01-1125-661000	215.25
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	03-1125-661000	129.15
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	04-1125-661000	258.30
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026315	Rotary Dues-S Lawver-2026-2...	05-1125-661000	258.30
08/04/2026	WEBB CITY/CARL JCT ROTAR	INV0026316	Rotary Dues-M McCall 2026-2...	02-2111-693101	861.00
				Vendor 0452 - WEBB CITY/CARL JCT ROTAR Total:	**2,530.00**
Vendor: 0570 - WOOD MOTOR COMPANY					
08/04/2026	WOOD MOTOR COMPANY	8032907/1	replace brakes, rotors, belt te...	02-2111-634100	1,609.38
				Vendor 0570 - WOOD MOTOR COMPANY Total:	**1,609.38**
				Grand Total:	**123,680.54**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
01 - GENERAL FUND	15,792.20	15,792.20
02 - POLICE FUND	31,131.61	31,131.61
03 - STREET/ALLEY FUND	9,436.38	9,436.38
04 - WATER WORKS FUND	18,152.53	18,152.53
05 - WWTP FUND	47,276.19	47,276.19
06 - PARK/POOL FUND	1,591.63	1,591.63
21 - BLDG DEPOSIT FUND	300.00	300.00
Grand Total:	**123,680.54**	**123,680.54**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
01-1110-673300	BUILDING REPAIRS	240.00	240.00
01-1120-660100	OFFICE EXPENSE & POST	1,286.84	1,286.84
01-1120-661200	MISCELLANEOUS EXPEN…	7,678.84	7,678.84
01-1120-661203	REF OF RENTAL DEPOSITS	100.00	100.00
01-1120-666700	CLEANING	15.64	15.64
01-1120-693101	TRAINING	74.51	74.51
01-1125-661000	MEMBERSHIP DUES	417.25	417.25
01-1125-661100	GENERAL SUPPLIES	521.98	521.98
01-1130-653100	PHONE	522.15	522.15
01-1130-662100	NATURAL GAS	151.34	151.34
01-2151	FEDERAL TAX PAYABLE	644.36	644.36
01-2152	SOC SEC PAYABLE	896.64	896.64
01-2153	MEDICARE TAX PAYABLE	209.72	209.72
01-2155	STATE TAX PAYABLE	218.04	218.04
01-2157	MO LAGERS PAYABLE	941.84	941.84
01-2160	AETNA PAYABLE	7.00	7.00
01-2163	PREPAID LEGAL PAYABLE	6.78	6.78
01-2170	HEALTH INSURANCE	1,805.02	1,805.02
01-2173	ALLSTATE PAYABLE	27.84	27.84
01-2174	LIBERTY NATIONAL	26.41	26.41
02-1130-653100	PHONE	394.43	394.43
02-1130-653200	PHONE-CELLULAR	634.57	634.57
02-2111-629200	UNIFORMS	1,676.76	1,676.76
02-2111-634100	REP & MAINT-#100	1,648.14	1,648.14
02-2111-643300	CAR WASHES	48.00	48.00
02-2111-643500	MULES EXPENSES	285.00	285.00
02-2111-660100	OFFICE EXPENSE	1,156.71	1,156.71
02-2111-661100	GENERAL SUPPLIES	131.77	131.77
02-2111-662600	GAS & OIL	827.18	827.18
02-2111-666700	CLEANING	18.33	18.33
02-2111-693101	TRAINING	1,589.43	1,589.43
02-2151	FEDERAL TAX PAYABLE	1,941.43	1,941.43
02-2152	SOC SEC PAYABLE	3,668.06	3,668.06
02-2153	MEDICARE TAX PAYABLE	857.86	857.86
02-2155	STATE TAX PAYABLE	824.80	824.80
02-2157	MO LAGERS PAYABLE	4,417.38	4,417.38
02-2160	AETNA PAYABLE	42.00	42.00
02-2162	AFLAC PAYABLE	193.27	193.27
02-2163	PREPAID LEGAL PAYABLE	15.94	15.94
02-2170	HEALTH INSURANCE	9,728.35	9,728.35
02-2173	ALLSTATE PAYABLE	578.87	578.87
02-2174	LIBERTY NATIONAL	380.51	380.51
02-2175	FRATERNAL ORDER OF …	72.82	72.82
03-1125-661000	MEMBERSHIP DUES	250.35	250.35
03-1130-653100	PHONE	28.27	28.27
03-1130-662100	NATURAL GAS	34.45	34.45

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
03-2151	FEDERAL TAX PAYABLE	462.32	462.32
03-2152	SOC SEC PAYABLE	819.86	819.86
03-2153	MEDICARE TAX PAYABLE	191.78	191.78
03-2155	STATE TAX PAYABLE	194.54	194.54
03-2157	MO LAGERS PAYABLE	1,014.28	1,014.28
03-2160	AETNA PAYABLE	58.00	58.00
03-2162	AFLAC PAYABLE	9.49	9.49
03-2168	FAMILY SUPPORT PYMT	23.08	23.08
03-2170	HEALTH INSURANCE	1,768.63	1,768.63
03-2173	ALLSTATE PAYABLE	27.78	27.78
03-2174	LIBERTY NATIONAL	24.32	24.32
03-3111-634100	REP & MAINT-EQUIP	1,385.53	1,385.53
03-3111-661100	GENERAL SUPPLIES	1,226.88	1,226.88
03-3111-662600	GAS & OIL	1,402.91	1,402.91
03-3111-683200	STREET MATERIALS	469.20	469.20
03-3111-693101	TRAINING	44.71	44.71
04-1125-661000	MEMBERSHIP DUES	500.70	500.70
04-1130-653100	PHONE	263.00	263.00
04-1130-662100	NATURAL GAS	34.45	34.45
04-2151	FEDERAL TAX PAYABLE	1,251.31	1,251.31
04-2152	SOC SEC PAYABLE	2,215.30	2,215.30
04-2153	MEDICARE TAX PAYABLE	518.06	518.06
04-2155	STATE TAX PAYABLE	531.80	531.80
04-2157	MO LAGERS PAYABLE	2,846.36	2,846.36
04-2160	AETNA PAYABLE	141.51	141.51
04-2162	AFLAC PAYABLE	18.95	18.95
04-2163	PREPAID LEGAL PAYABLE	5.09	5.09
04-2168	FAMILY SUPPORT PYMT	46.16	46.16
04-2170	HEALTH INSURANCE	5,042.20	5,042.20
04-2173	ALLSTATE PAYABLE	82.37	82.37
04-2174	LIBERTY NATIONAL	93.50	93.50
04-3311-634100	REP & MAINT-EQUIPME…	1,385.53	1,385.53
04-3311-660100	OFFICE EXPENSE & POST	332.00	332.00
04-3311-661100	GENERAL SUPPLIES	1,226.92	1,226.92
04-3311-661200	MISCELLANEOUS EXPEN…	25.00	25.00
04-3311-662600	GAS & OIL	1,402.91	1,402.91
04-3311-693101	TRAINING	189.41	189.41
05-1125-661000	MEMBERSHIP DUES	500.70	500.70
05-1130-653100	PHONE	69.58	69.58
05-1130-662100	NATURAL GAS	78.27	78.27
05-2151	FEDERAL TAX PAYABLE	1,142.20	1,142.20
05-2152	SOC SEC PAYABLE	1,981.58	1,981.58
05-2153	MEDICARE TAX PAYABLE	463.40	463.40
05-2155	STATE TAX PAYABLE	476.82	476.82
05-2157	MO LAGERS PAYABLE	2,521.62	2,521.62
05-2160	AETNA PAYABLE	141.49	141.49
05-2162	AFLAC PAYABLE	18.96	18.96
05-2163	PREPAID LEGAL PAYABLE	5.08	5.08
05-2168	FAMILY SUPPORT PYMT	46.14	46.14
05-2170	HEALTH INSURANCE	4,613.76	4,613.76
05-2173	ALLSTATE PAYABLE	82.41	82.41
05-2174	LIBERTY NATIONAL	93.49	93.49
05-3211-634100	REP & MAINT-EQUIPME…	1,385.53	1,385.53
05-3211-656100	LABORATORY FEES	1,043.00	1,043.00
05-3211-660100	OFFICE EXPENSE & POST	247.00	247.00
05-3211-661100	GENERAL SUPPLIES	1,226.96	1,226.96
05-3211-662600	GAS & OIL	1,402.92	1,402.92
05-3211-693101	TRAINING	89.41	89.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
05-7111-681901	2013 INTEREST	3,395.87	3,395.87
05-7111-681902	2013 PRINCIPAL	26,250.00	26,250.00
06-1130-653100	PHONE	55.80	55.80
06-2151	FEDERAL TAX PAYABLE	82.28	82.28
06-2152	SOC SEC PAYABLE	260.44	260.44
06-2153	MEDICARE TAX PAYABLE	60.90	60.90
06-2155	STATE TAX PAYABLE	36.00	36.00
06-2157	MO LAGERS PAYABLE	261.75	261.75
06-2170	HEALTH INSURANCE	448.27	448.27
06-2173	ALLSTATE PAYABLE	63.06	63.06
06-5211-634113	REPAIRS-POOL/SPLSH (A...	46.02	46.02
06-5211-661105	GEN SUPPLIES-PARK	277.11	277.11
21-3355-661203	BP REF TO CONTRACTORS	300.00	300.00
	Grand Total:	**123,680.54**	**123,680.54**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		123,680.54	123,680.54
	Grand Total:	**123,680.54**	**123,680.54**

BILL NO. _____ ORDINANCE NO.____

AN ORDINANCE AMENDING TITLE IV: LAND USE, CHAPTER 405: ZONING REGULATIONS, AMENDING SECTION 405.020: DISTRICTS, AND SECTION 405.040: USE REGULATIONS, AND ADDING NEW SECTION 405.045: RESIDENTIAL DISTRICT BUILDING TYPE DEVELOPMENT STANDARDS, AND ADDING NEW SECTION 405.062: HEIGHT AND AREA REGULATIONS IN THE "R-1C" RESIDENTIAL COMPACT DISTRICT, TO ADD A NEW "R-1C" SINGLE-FAMILY RESIDENTIAL COMPACT DISTRICT TO THE ZONING REGULATIONS.

WHEREAS, having duly advertised and holding public hearings before the City Planning and Zoning Commission and the Board of Aldermen, and having considered the recommendation of the City Planning and Zoning Commission.

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

Section 1. That Title IV: Chapter 405: Zoning Regulations, Section 405.020: Districts, be, and the same hereby is amended by adding the new "R-1C" Single-Family Residential Compact District as a residential district, so that amended Section 405.020 shall read, in part, as follows:

"SECTION 405.020: DISTRICTS

A. In order to regulate and restrict the location of buildings and other structures and of premises to be used for trade, industry, residence or other specific uses; to regulate and limit the height and bulk of buildings and other structures hereafter erected or altered; and to regulate and determine setback building lines and the area of yards and other spaces, the City of Carl Junction is hereby divided into districts of which there shall be **five (5)** known as:

1. *Residential districts.*

a."R-1" Single-Family Residential.

b."R-1C" Single-Family Residential Compact

c. "R-2" Two-Family Residential.

d. "R-3" Multi-Family Residential.

e. "R-4" Planned Unit Development.

2. *Commercial districts.*

. . . .

. . . ."

Section 2. That Title IV: Chapter 405: Zoning Regulations, Section 405.040: Use Regulations, be, and the same hereby is amended to add the "R-1C" Single-Family Residential Compact District to the Use Regulations allowed in the "R-1" Single Family District, so that amended Section 405.040 shall read, in part, as follows:

"SECTION 405.040: USE REGULATIONS

A. "R-1" Single-Family District **and "R-1C" Single-Family Compact District**. In the "R-1" Single-Family Residential District **and in the "R-1C" Single-Family Residential Compact District**, no building, structure or land shall be used and no building or structure shall be hereafter erected, converted or structurally altered, unless otherwise provided for in this Chapter, except for one (1) or more of the following uses:

1. . . . .

. . . ."

Section 3. That Title IV: Chapter 405: Zoning Regulations, be, and the same hereby is amended to add new Section 405.045: Residential District Building Type & Development Standards, to provide residential district building type and development standards, so that new Section 405.045 shall read as follows:

"SECTION 405.045: RESIDENTIAL DISTRICT BUILDING TYPE &

The following reference chart for residential district building type and development standards is to be used in conjunction with other Code references within this Chapter:

Residential District Building Type & Development Standards

Zoning Districts					Building	Develoment Standards						
R-1	R-1C	R-2	R-3	R-4	Types	Size	Width	Front	Interior Side	Corner Side	Back	Height
X					Single Family	8Ks.f.	80'	25'*	10'	25'	25'	45'/3 stories
	X				Single Family Compact	6Ks.f.	60'	20'*	8'	20'	25'	30'/2 story
		X			Duplex	5.5Ks.f./family	80'	25'*	10'	25'	25'	45'/3 stories
		X	X		Multi-Family	2.5Ks.f./family	60'+30'/story over 2	25'**	10'**	25'	25'**	45'/3-1/2 stories
X	X	X	X	X	Planned Unit Development	2Ks.f./family	Adjustable	25'*	10'***	25'	25'	45'/3 stories

* Not less than 15' to open porch or paved terrace

** 1' additional setback for each 2' in height above 35'

*** 10' for 1 story, 15' for 2 story and above

Section 4. That Title IV: Chapter 405: Zoning Regulations, be, and the same hereby is amended to add new Section 405.062. Height and Area Regulations in the "R-1C" Residential Compact District to provide height and area regulations in the new "R-1C" Residential Compact District, so that new Section 405.062 shall read as follows:

"SECTION 405.062. Height and Area Regulations in the "R1-C" Residential Compact District

A. In the "R-1C" Single-Family Residential Compact District the height of buildings, the minimum dimensions of yards, and the minimum lot area per family shall be as follows:

1. Height. No building hereafter erected or structurally altered shall exceed two (2) stories or thirty (30) feet.

2. Rear yard. There shall be a rear yard having a depth of not less than twenty-five (25) feet, provided that for lots less than (100) feet in depth and of record at the time of passage of these zoning regulations, the rear yard requirements shall be reduced to twenty percent (20%) of the depth of such lot, except as provided in Section 405.080.

3. Side yard. Any building hereafter constructed shall provide for a side yard on each side of the building measuring not less than eight (8) feet. Buildings on corner lots shall provide a side yard on the street side of not less than twenty (20) feet measured from the side property line abutting the street right-of-way. Provided, this regulation shall not be so interpreted as to reduce the buildable width of a corner lot in separate ownership at the time of the passage of this Chapter. Provided that for lots less than eighty (80) feet in width and of record at the time of passage of these Zoning Regulations, that sided yard requirements shall be reduced to ten (10) percent of the width of such lot, street side of not less than fifteen (15) feet measured from the side property line abutting the street right-of-way.

4. Front yard. Any building hereafter constructed shall provide for a front yard, the minimum depth of which shall be at least twenty (20) feet measured from the front property line abutting the street right-of-way to the front line of the building and not less than fifteen (15) feet to the front

line of an open porch or paved terrace. Provided that for lots less than one hundred (100) feet in depth and of record at the time of passage of these Zoning Regulations, the front yard shall be fifteen (15) feet to the front line of the building, open porch or paved terrace.

5. Lot area per family.

a. Every single-family dwelling hereafter erected, moved or altered shall provide a lot area of not less than six thousand (6,000) square feet per family, provided that where a lot has less area than herein required in separate ownership at the time of passage of these zoning regulations, this regulation shall not prohibit the erection of a single-family dwelling. In determining the lot area, no part thereof within the limits of the street right-of-way shall be included.

6. Lot width. The minimum lot width in this district shall be sixty (60) feet provided where a lot had less width than herein required at the time of the passage of this section, this regulation shall not prohibit the erection of a "R1-C" dwelling.

Section 5. That this Ordinance shall take effect from and after its passage and approval.

Passed this _____ day of _____, 2026.

_____
Tom Paul, Mayor

ATTEST:

_____
Alaina Wright, City Clerk

BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE APPROVING FOUR (4) SELLER'S AGENCY VACANT LAND LISTING CONTRACTS FOR THE SALE OF REAL ESTATE BETWEEN THE CITY OF CARL JUNCTION, MISSOURI AND KELLER WILLIAMS REALTY ELEVATE; AUTHORIZING KELLER WILLIAMS REALTY ELEVATE AS SELLER BROKER WITH THE SOLE AND EXCLUSIVE RIGHT TO SELL, TO FIND A BUYER FOR FOUR TRACTS OF LAND VARYING IN SIZE FROM 4.3 ACRES TO 6.6 ACRES, TOTALLING 25.9 ACRES, ON STATE HIGHWAY 171 LYING WITHIN SECTION 5, TOWNSHIP 28, RANGE 33, IN THE CITY OF CARL JUNCTION, JASPER COUNTY, MISSOURI, AS MORE FULLY DESCRIBED IN THE FOUR (4) CONTRACTS ATTACHED TO THIS THIS ORDINANCE; AUTHORIZING THE SALE OF EACH OF THE FOUR (4) TRACTS FOR SUMS TOTALLING $1,311,000.00 AS PROVIDED IN EACH CONTRACT; AUTHORIZING THE PAYMENT OF SIX PERCENT (6%) OF THE SALES PRICE OF EACH TRACT AS COMPENSATION DUE THE SELLER BROKER UPON CERTAIN CONTINGENCIES; PROVIDING THE TERMS AND CONDITIONS THEREOF; AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE SAID AGREEMENTS FOR AND ON BEHALF OF THE CITY OF CARL JUNCTION, MISSOURI.

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

Section 1. That the four (4) Seller's Agency Vacant Land Listing Contracts for the Sale of Real Estate between the City of Carl Junction, Missouri and Keller Williams Realty Elevate, a true and accurate copy of each of the same being attached hereto and incorporated herein as Exhibits "A", "B", "C", and "D" be, and the same hereby are, approved.

Section 2. That the City hereby approves and authorizes the sale of each of the four (4) tracts identified in attached Exhibits "A", "B", "C", and "D" as provided in each of said contracts for sums totaling $1,311,000.00, and as provided in each contract.

Section 3. That the City hereby authorizes the payment of six percent (6%) of the sales price of each of the four (4) tracts identified in attached Exhibits "A", "B", "C", and "D" as compensation due the Seller Broker upon certain contingencies as provided in each contract.

Section 4. That the City hereby authorizes Keller Williams Realty Elevate as Seller Broker with the sole and exclusive right to sell, to find a buyer for four tracts of land varying in size from 4.3 acres to 6.6 acres, totaling 25.9 acres, on State Highway 171 lying within Section 5, Township 28, Range 33, in the City of Carl Junction, Jasper County, Missouri, as more fully described in Exhibits "A", “B”, “C”, and “D” to this ordinance

Section 5. That the Mayor and/or City Administrator is hereby authorized and directed to execute each the four (4) Seller’s Agency Vacant Land Listing Contracts for the Sale of Real Estate between the City of Carl Junction, Missouri and Keller Williams Realty Elevate attached as Exhibits "A", “B”, “C”, and “D” to this ordinance for and on behalf of the City of Carl Junction, Missouri.

Section 6. That this Ordinance shall take effect from and after its passage and approval.

Passed this _____ day of _____, 2026.

_____
Tom Paul, Mayor

ATTEST:

_____
Alaina Wright, City Clerk

Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

City of Carl Junction (whether one or more, "**Owner**") who represent to be all of the owners of the following described Property, appoints *(Insert Brokerage Co. name)* Keller Williams Realty Elevate ("**Seller Broker**"), as the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property, consisting of 5.9 acres more or less (the "**Property**"):

TBD Tract 2 5.9 Acres State Hwy 171	Carl Junction	**MO** 64834	Jasper
Street Address	**City**	**Zip Code**	**County**

(*Complete as applicable:*)

15	28	33	16501520004003000
Section	**Township**	**Range**	**Lot or Parcel ID No.**

for the period beginning with the Effective Date and ending at 11:59 p.m. on 07/07/2027 (together with any written extension thereof, the "**Listing Period**") at the sale price of $ 354,000.00 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special terms *(if any)*: _____

☐ **(*Check box if legal description attached.* ***If no legal description is provided, then the legal description on Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property hereafter entered into by Owner).***

Owner acknowledges that the efforts and endeavors of Seller Broker to procure a buyer, by expenditure of time and money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to Seller Broker to avoid the possibility of confusion over agency or brokerage relationships and misunderstandings about liability for compensation.

BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. *Note: The amount or rate of broker compensation (including shared compensation) is not set by law and is negotiable.*

(*Check and complete all that apply*)

☐ **(1) Retainer Fee:**

Owner shall pay Seller Broker as partial compensation in the form of a nonrefundable "**Retainer Fee**" in the amount of (insert dollar amount) $_____ for services rendered hereunder regardless of whether or not the Property is sold.

The Retainer Fee (*check one*) ☐ **WILL** ☐ **WILL NOT** be credited against any other Compensation owed to Seller Broker for services rendered hereunder in the event the Property is sold under this Listing Contract.

The Retainer Fee shall be due and payable to Seller Broker *(check and complete all that apply)*:

- ☐ on the Effective Date of this Listing Contract
- ☐ within _____ days after the Effective Date of this Listing Contract
- ☐ other: _____

☑ **(2) Compensation:**

Owner shall pay Seller Broker, as "**Compensation**" due Seller Broker for services rendered hereunder if during the term of this Listing Contract, a ready, willing and able buyer is procured by Seller Broker, its affiliated licensee(s), Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

- ☐ A fee in the amount of $_____
- ☑ A fee in the amount of 6 % of the sale price
- ☐ Other: _____

Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker ("**Unrepresented Buyer**"), then Seller Broker's Compensation set forth above is adjusted to:

☑ No change, Compensation remains the same as indicated above

☐ A fee in the amount of $_____

☐ A fee in the amount of _____% of the sale price

☐ Other: _____

☑ **(3) Cooperation and Shared Compensation:** *Note: Owner understands that any cooperating broker may represent the interests of buyers only, even if compensated by Seller Broker or Owner.*

Seller Broker's company policy authorizes Seller Broker or its representatives to **cooperate** with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. If Seller Broker's company policy authorizes any such cooperation, Owner authorizes Seller Broker to share a portion of its Compensation above ("**Shared Compensation**") up to the amount indicated below.

(*check all applicable boxes to indicate whether cooperation is authorized with each of the following brokerage relationships and if so, specify the dollar amount or the percentage of sale price that will be offered for each ("0" if left blank*))

☑ subagents of Seller Broker; (*i.e.*, limited agents representing Owner)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ buyer's agents; (*i.e.*, limited agents representing prospective buyers)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ transaction brokers; (*i.e.*, neutral licensees representing neither party)

$_____or 2.7% of sale price or ☐ Consider at a later date

Owner (*check one*):

☑ Authorizes Seller Broker to disclose whether Shared Compensation is being offered and the amount

☐ Authorizes Seller Broker to disclose whether Shared Compensation is being offered, but not the amount

☐ Does not authorize Seller Broker to disclose whether Shared Compensation is being offered, nor the amount

☐ (*check only if applicable)* Seller Broker's offer of compensation excludes the following specific brokers; or is otherwise limited (*explain*): _____

☐ **(4) Other Compensation:** *Check this box and complete below only if* Seller Broker *is charging any Other Compensation.*

Owner agrees to pay Seller Broker Other Compensation (*check and complete all that apply*):

☐ A fee in the amount of $_____ due and payable: _____

☐ Other (*attach additional pages if necessary*): _____

PROTECTION PERIOD:

Any Compensation due under this Listing Contract shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 44 days after expiration of the Listing Period (the "**Protection Period**") to anyone who was introduced to the Property by anyone during the Listing Period. The Protection Period shall only apply if Seller Broker has provided Owner notice in writing, which includes the names of the prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that Seller Broker's presentation of an offer during the Listing Period will be sufficient notice with respect to the prospects identified thereon.

However, Owner shall not be obligated to pay any Compensation to Seller Broker if a new valid exclusive listing contract is entered into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period, and Owner pays the new listing broker compensation on the closing of that transaction.

OWNER "SELLER" CONCESSIONS:

Owner authorizes Seller Broker to advertise seller concessions: *(check one)*:

☐ Yes, in the amount of $_____ ☑ No ☐ Consider at a later date.

Seller concessions are generally negotiated in a sale contract, and may be applied towards buyer's closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title

insurance policy costs and fees paid by buyer, buyer's broker fees, or any other expenses/fees associated with the closing, all as approved by buyer's lender.

DISCLOSURE AUTHORIZATIONS. Owner (*check one*)

Motivating Factors. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the following motivating factors for Owner in selling the Property: To generate tax revenue for the city of Carl Junction.

Offers. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the existence of offers on the Property.

Terms. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to disclose the terms of offers on the Property; provided, however, that Seller Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National Association of REALTORS® Code of Ethics and Standards of Practice (*e.g.*, that the Property is "under contract").

Love Letters. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to accept or provide to Owner any "Love Letter" that is submitted along with or as part of any offer to purchase the Property or otherwise. (*Please see General Condition 11 and DSC-1010)*.

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Owner (*check one*)

☐ **IS** ☑ **IS NOT** a party to any other exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (*date*) _____.

GENERAL CONDITIONS

1. Owner Disclosures.

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form *(if any)* regarding the Property, and that Seller Broker is authorized to rely upon said information in advertising and promoting the Property.

Owner *(check one)* ☑ **DOES** ☐ **DOES NOT** agree to complete and deliver to Seller Broker a Disclosure Statement form.

Owner authorizes Seller Broker to provide to prospects, inspectors, appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form *(if any)* is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to Seller Broker any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish Seller Broker with all inspection reports *(if any)* regarding the Property, and authorizes Seller Broker to disclose and provide such reports to prospects.

B. Representations. Owner represents that, except as may be noted on a Disclosure Statement, Property Data Form or otherwise in writing: **(1)** Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; **(2)** Owner knows of no other adverse material facts which negatively affect the value of the Property; and **(3)** to the best of Owner's knowledge, all of the utilities available at the Property (if any) are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and advise Seller Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MR form MSC-1025 (Short Sale Supplement to Listing Contract).

Owner represents that Owner (*check one)* ☐ **IS** ☑ **IS NOT** a "foreign person" as described in the Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. §1445.

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see https://www.irs.gov/individuals/international-taxpayers/firpta-withholding. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

C. Indemnity. Owner agrees to hold Seller Broker, all cooperating brokers and their respective affiliated licensees and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including

reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information prepared by Seller Broker and advise Seller Broker immediately in writing of any errors or omissions. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to any omissions or errors contained in any information provided to Seller Broker. Seller Broker shall not be responsible in any manner for any such errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish Seller Broker with a copy of any available survey report.

3. Taxes and Assessments. Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed.

Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay the taxes until _____. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes Seller Broker to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of Seller Broker, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or Seller Broker incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to Seller Broker in lieu of further compensation; provided, however, Seller Broker shall in no event receive any more money in lieu of compensation than the total amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation. Owner authorizes Seller Broker: **(A)** to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between Seller Broker and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; and **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with Seller Broker's company policy as set forth herein, and to allow same to show the Property.

6. Advertising. Owner authorizes Seller Broker to take and use photographs and videotapes of the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by Seller Broker, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. Inspections/Access. Owner authorizes **(A)** Seller Broker, cooperating brokers and their respective licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (*e.g.*, family photos, paperwork and other personally identifiable information). Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or to secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine, and jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing.

Owner also acknowledges that it is impossible for Seller Broker to screen and/or monitor all individuals who may access the Property (*e.g.* buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold Seller Broker, its agents and employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other disease-causing organism or object (*e.g.*, the flu or COVID-19) as a consequence of such access.

8. Recordings Within the Property. Owner understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may result in a violation of State, Local and/or Federal

laws. Owner hereby releases and indemnifies Seller Broker, its agents and employees, from any liability which may result from Owner's recording, monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images or video of the Property.

9. Legal and Professional Advice. Seller Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Seller Broker makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, soils or geotechnical conditions, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. Seller Broker will cooperate with experts selected and engaged by Owner, but Seller Broker shall have no liability pertaining to such matters.

10. Default/Remedies. If Owner shall breach this Listing Contract or it becomes necessary for Seller Broker to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, Seller Broker shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

11. Equal Opportunity. The Property shall be offered for sale without regard to race, color, religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws. Seller Broker will comply with Owner's instructions (as set forth above or subsequently in writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received with respect to the Property. Seller Broker advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing offers. *(See DSC-1010)*

12. Owner Consent to Brokerage Relationships:

A. Seller Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, Seller Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage Seller Broker to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by Seller Broker's company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of the Seller Broker's brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

The following is to be completed only if designated agency is permitted and authorized as of the Effective Date. Seller Broker hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of all other affiliated licensees:

Israel Thompson _____

Doug Myers _____

By: _____ Date: _____

Designated Broker (or office manager/supervising broker)

B. Conversion to Dual Agency Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent. If a prospective buyer has engaged Seller Broker to act in the capacity of a buyer's agent, Missouri law permits Seller Broker to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, Seller Broker may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to Seller Broker representing both Owner and a buyer as a dual agent? (*Check one*):

☐ Yes ☑ No ☐ Not applicable, dual agency is not offered by Seller Broker's company policy.

C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated agent(s)? *(Check one)*:

☑ Yes ☐ No ☐ Not applicable, designated agency is not offered by Seller Broker's company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with Seller Broker shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of Seller Broker; however, any licensee who personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee

representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker. If a prospective buyer has engaged Seller Broker to act in the capacity of buyer's agent or transaction broker, Missouri law permits Seller Broker to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In such case, Seller Broker may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If Seller Broker wishes to convert to transaction brokerage but Owner does not consent to such conversion, then Seller Broker may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of Seller Broker to continue to represent the other client in the transaction or limit Seller Broker from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to Seller Broker assisting both Owner and a buyer as a transaction broker? (*Check one*):

☑ Yes ☐ No ☐ Not applicable, transaction brokerage is not offered by Seller Broker's company policy.

E. Designated Transaction Broker for Owner and Buyer. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated transaction broker(s)? *(Check one):*

☑ Yes ☐ No ☐ Not applicable, designated transaction brokerage is not offered by Seller Broker's company policy.

13. Minimum Brokerage Services (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, Seller Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

14. Licensee Personal Interest Disclosure. (*complete only if applicable*)

_____ (*insert name of licensee*)

is a real estate broker or salesperson, and is (*check one or more, as applicable):*

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or

☐ an immediate family member of ☐ Owner ☐ Buyer.

15. Franchise Disclosure. *(Seller Broker to check box only if applicable)*.

☑ Seller Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of Seller Broker, despite its use of franchisor's trade name or insignia.

16. Special Agreements. _____

_____

_____

_____

_____

_____

_____

17. Signatures. This Listing Contract 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 Listing Contract, 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. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument.

☐ (***Check Box only if applicable***) By checking this box, Owner and Seller Broker expressly acknowledge and agree that changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email addresses set forth below.

18. Effective Date. The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Listing Contract or (*specify if otherwise*) _____.

LISTING CONTRACT ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing Contract, or upon Seller Broker's obtaining any personal or financial information, whichever occurred first.

☐ *Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).*

Keller Williams Realty Elevate
Seller Broker Firm Name

By: _____

Name: Israel Thompson

Email Address: teamthompsonhomes@gmail.com

Title: agent

Date: _____

(If applicable, insert additional name, title and email address of any affiliated licensee authorized to make changes by email)

Name: _____

Title: _____

Email Address: _____

Owner: _____

Print Name: Steve Lawver

Date: _____

Email Address: cjcityadm@carljunction.org

Phone Number: +14172913860

Owner's Address: _____

Owner: _____

Print Name: _____

Date: _____

Email Address: _____

Phone Number: _____

Owner's Address: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

City of Carl Junction
Printed Entity Name

Title(s): City Administrator

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Listing 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 Listing Contract be made.

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and Property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

City of Carl Junction (whether one or more, "**Owner**") who represent to be all of the owners of the following described Property, appoints *(Insert Brokerage Co. name)* Keller Williams Realty Elevate ("**Seller Broker**"), as the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property, consisting of 5.1 acres more or less (the "**Property**"):

TBD Tract 3 5.1 Acres State Hwy 171 (**Street Address**) Carl Junction (**City**) **MO** 64834 (**Zip Code**) Jasper (**County**),

(*Complete as applicable:*) Section: 15 Township: 28 Range: 33 Lot or Parcel ID No.: 16501520004003000

for the period beginning with the Effective Date and ending at 11:59 p.m. on 07/07/2027 (together with any written extension thereof, the "**Listing Period**") at the sale price of $ 306,000.00 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special terms *(if any)*: _____

☐ **(*Check box if legal description attached.* ***If no legal description is provided, then the legal description on Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property hereafter entered into by Owner).***

Owner acknowledges that the efforts and endeavors of Seller Broker to procure a buyer, by expenditure of time and money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to Seller Broker to avoid the possibility of confusion over agency or brokerage relationships and misunderstandings about liability for compensation.

BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. *Note: The amount or rate of broker compensation (including shared compensation) is not set by law and is negotiable.*

(*Check and complete all that apply*)

☐ **(1) Retainer Fee:**

Owner shall pay Seller Broker as partial compensation in the form of a nonrefundable "**Retainer Fee**" in the amount of (insert dollar amount) $_____ for services rendered hereunder regardless of whether or not the Property is sold.

The Retainer Fee (*check one*) ☐ **WILL** ☐ **WILL NOT** be credited against any other Compensation owed to Seller Broker for services rendered hereunder in the event the Property is sold under this Listing Contract.

The Retainer Fee shall be due and payable to Seller Broker *(check and complete all that apply)*:

☐ on the Effective Date of this Listing Contract

☐ within _____ days after the Effective Date of this Listing Contract

☐ other: _____

☑ **(2) Compensation:**

Owner shall pay Seller Broker, as "**Compensation**" due Seller Broker for services rendered hereunder if during the term of this Listing Contract, a ready, willing and able buyer is procured by Seller Broker, its affiliated licensee(s), Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

☐ A fee in the amount of $_____

☑ A fee in the amount of 6 % of the sale price

☐ Other: _____

Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker ("**Unrepresented Buyer**"), then Seller Broker's Compensation set forth above is adjusted to:

☑ No change, Compensation remains the same as indicated above

☐ A fee in the amount of $_____

☐ A fee in the amount of _____% of the sale price

☐ Other: _____

☑ **(3) Cooperation and Shared Compensation:** *Note: Owner understands that any cooperating broker may represent the interests of buyers only, even if compensated by Seller Broker or Owner.*

Seller Broker's company policy authorizes Seller Broker or its representatives to **cooperate** with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. If Seller Broker's company policy authorizes any such cooperation, Owner authorizes Seller Broker to share a portion of its Compensation above ("**Shared Compensation**") up to the amount indicated below.

(*check all applicable boxes to indicate whether cooperation is authorized with each of the following brokerage relationships and if so, specify the dollar amount or the percentage of sale price that will be offered for each ("0" if left blank*))

☑ subagents of Seller Broker; (*i.e.*, limited agents representing Owner)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ buyer's agents; (*i.e.*, limited agents representing prospective buyers)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ transaction brokers; (*i.e.*, neutral licensees representing neither party)

$_____or 2.7% of sale price or ☐ Consider at a later date

Owner (*check one*):

☑ Authorizes Seller Broker to disclose whether Shared Compensation is being offered and the amount

☐ Authorizes Seller Broker to disclose whether Shared Compensation is being offered, but not the amount

☐ Does not authorize Seller Broker to disclose whether Shared Compensation is being offered, nor the amount

☐ (*check only if applicable)* Seller Broker's offer of compensation excludes the following specific brokers; or is otherwise limited (*explain*): _____

☐ **(4) Other Compensation:** *Check this box and complete below only if* Seller Broker *is charging any Other Compensation.*

Owner agrees to pay Seller Broker Other Compensation (*check and complete all that apply*):

☐ A fee in the amount of $_____ due and payable: _____

☐ Other (*attach additional pages if necessary*): _____

PROTECTION PERIOD:

Any Compensation due under this Listing Contract shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 44 days after expiration of the Listing Period (the "**Protection Period**") to anyone who was introduced to the Property by anyone during the Listing Period. The Protection Period shall only apply if Seller Broker has provided Owner notice in writing, which includes the names of the prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that Seller Broker's presentation of an offer during the Listing Period will be sufficient notice with respect to the prospects identified thereon.

However, Owner shall not be obligated to pay any Compensation to Seller Broker if a new valid exclusive listing contract is entered into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period, and Owner pays the new listing broker compensation on the closing of that transaction.

OWNER "SELLER" CONCESSIONS:

Owner authorizes Seller Broker to advertise seller concessions: *(check one)*:

☐ Yes, in the amount of $_____ ☑ No ☐ Consider at a later date.

Seller concessions are generally negotiated in a sale contract, and may be applied towards buyer's closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title

insurance policy costs and fees paid by buyer, buyer's broker fees, or any other expenses/fees associated with the closing, all as approved by buyer's lender.

DISCLOSURE AUTHORIZATIONS. Owner (*check one*)

Motivating Factors. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the following motivating factors for Owner in selling the Property: To generate tax revenue for the city of Carl Junction.

Offers. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the existence of offers on the Property.

Terms. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to disclose the terms of offers on the Property; provided, however, that Seller Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National Association of REALTORS® Code of Ethics and Standards of Practice (*e.g.*, that the Property is "under contract").

Love Letters. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to accept or provide to Owner any "Love Letter" that is submitted along with or as part of any offer to purchase the Property or otherwise. (*Please see General Condition 11 and DSC-1010)*.

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Owner (*check one*)

☐ **IS** ☑ **IS NOT** a party to any other exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (*date*) _____.

GENERAL CONDITIONS

1. Owner Disclosures.

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form *(if any)* regarding the Property, and that Seller Broker is authorized to rely upon said information in advertising and promoting the Property.

Owner *(check one)* ☑ **DOES** ☐ **DOES NOT** agree to complete and deliver to Seller Broker a Disclosure Statement form.

Owner authorizes Seller Broker to provide to prospects, inspectors, appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form *(if any)* is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to Seller Broker any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish Seller Broker with all inspection reports *(if any)* regarding the Property, and authorizes Seller Broker to disclose and provide such reports to prospects.

B. Representations. Owner represents that, except as may be noted on a Disclosure Statement, Property Data Form or otherwise in writing: **(1)** Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; **(2)** Owner knows of no other adverse material facts which negatively affect the value of the Property; and **(3)** to the best of Owner's knowledge, all of the utilities available at the Property (if any) are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and advise Seller Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MR form MSC-1025 (Short Sale Supplement to Listing Contract).

Owner represents that Owner (*check one)* ☐ **IS** ☑ **IS NOT** a "foreign person" as described in the Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. §1445.

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see https://www.irs.gov/individuals/international-taxpayers/firpta-withholding. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

C. Indemnity. Owner agrees to hold Seller Broker, all cooperating brokers and their respective affiliated licensees and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including

reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information prepared by Seller Broker and advise Seller Broker immediately in writing of any errors or omissions. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to any omissions or errors contained in any information provided to Seller Broker. Seller Broker shall not be responsible in any manner for any such errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish Seller Broker with a copy of any available survey report.

3. Taxes and Assessments. Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed.

Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay the taxes until _____. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes Seller Broker to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of Seller Broker, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or Seller Broker incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to Seller Broker in lieu of further compensation; provided, however, Seller Broker shall in no event receive any more money in lieu of compensation than the total amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation. Owner authorizes Seller Broker: **(A)** to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between Seller Broker and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; and **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with Seller Broker's company policy as set forth herein, and to allow same to show the Property.

6. Advertising. Owner authorizes Seller Broker to take and use photographs and videotapes of the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by Seller Broker, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. Inspections/Access. Owner authorizes **(A)** Seller Broker, cooperating brokers and their respective licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (*e.g.*, family photos, paperwork and other personally identifiable information). Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or to secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine, and jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing.

Owner also acknowledges that it is impossible for Seller Broker to screen and/or monitor all individuals who may access the Property (*e.g.* buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold Seller Broker, its agents and employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other disease-causing organism or object (*e.g.*, the flu or COVID-19) as a consequence of such access.

8. Recordings Within the Property. Owner understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may result in a violation of State, Local and/or Federal

laws. Owner hereby releases and indemnifies Seller Broker, its agents and employees, from any liability which may result from Owner's recording, monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images or video of the Property.

9. Legal and Professional Advice. Seller Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Seller Broker makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, soils or geotechnical conditions, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. Seller Broker will cooperate with experts selected and engaged by Owner, but Seller Broker shall have no liability pertaining to such matters.

10. Default/Remedies. If Owner shall breach this Listing Contract or it becomes necessary for Seller Broker to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, Seller Broker shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

11. Equal Opportunity. The Property shall be offered for sale without regard to race, color, religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws. Seller Broker will comply with Owner's instructions (as set forth above or subsequently in writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received with respect to the Property. Seller Broker advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing offers. *(See DSC-1010)*

12. Owner Consent to Brokerage Relationships:

A. Seller Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, Seller Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage Seller Broker to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by Seller Broker's company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of the Seller Broker's brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

The following is to be completed only if designated agency is permitted and authorized as of the Effective Date. Seller Broker hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of all other affiliated licensees:

Israel Thompson _____

Doug Myers _____

By: _____ Date: _____

Designated Broker (or office manager/supervising broker)

B. Conversion to Dual Agency Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent. If a prospective buyer has engaged Seller Broker to act in the capacity of a buyer's agent, Missouri law permits Seller Broker to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, Seller Broker may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to Seller Broker representing both Owner and a buyer as a dual agent? (*Check one*):

☐ Yes ☑ No ☐ Not applicable, dual agency is not offered by Seller Broker's company policy.

C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated agent(s)? *(Check one)*:

☑ Yes ☐ No ☐ Not applicable, designated agency is not offered by Seller Broker's company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with Seller Broker shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of Seller Broker; however, any licensee who personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee

representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker. If a prospective buyer has engaged Seller Broker to act in the capacity of buyer's agent or transaction broker, Missouri law permits Seller Broker to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In such case, Seller Broker may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If Seller Broker wishes to convert to transaction brokerage but Owner does not consent to such conversion, then Seller Broker may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of Seller Broker to continue to represent the other client in the transaction or limit Seller Broker from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to Seller Broker assisting both Owner and a buyer as a transaction broker? (*Check one*):

☑ Yes ☐ No ☐ Not applicable, transaction brokerage is not offered by Seller Broker's company policy.

E. Designated Transaction Broker for Owner and Buyer. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated transaction broker(s)? *(Check one):*

☑ Yes ☐ No ☐ Not applicable, designated transaction brokerage is not offered by Seller Broker's company policy.

13. Minimum Brokerage Services (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, Seller Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

14. Licensee Personal Interest Disclosure. (*complete only if applicable*)

_____ (*insert name of licensee*)

is a real estate broker or salesperson, and is (*check one or more, as applicable):*

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or

☐ an immediate family member of ☐ Owner ☐ Buyer.

15. Franchise Disclosure. *(Seller Broker to check box only if applicable)*.

☑ Seller Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of Seller Broker, despite its use of franchisor's trade name or insignia.

16. Special Agreements. _____

_____

_____

_____

_____

_____

_____

17. Signatures. This Listing Contract 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 Listing Contract, 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. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument.

☐ (***Check Box only if applicable***) By checking this box, Owner and Seller Broker expressly acknowledge and agree that changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email addresses set forth below.

18. Effective Date. The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Listing Contract or (*specify if otherwise*) _____.

LISTING CONTRACT ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing Contract, or upon Seller Broker's obtaining any personal or financial information, whichever occurred first.

☐ *Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).*

Keller Williams Realty Elevate
Seller Broker Firm Name

By: _____

Name: Israel Thompson

Email Address: teamthompsonhomes@gmail.com

Title: agent

Date: _____

(If applicable, insert additional name, title and email address of any affiliated licensee authorized to make changes by email)

Name: _____

Title: _____

Email Address: _____

Owner: _____

Print Name: Steve Lawver

Date: _____

Email Address: cjcityadm@carljunction.org

Phone Number: +14172913860

Owner's Address: _____

Owner: _____

Print Name: _____

Date: _____

Email Address: _____

Phone Number: _____

Owner's Address: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

City of Carl Junction
Printed Entity Name

Title(s): City Administrator

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Listing 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 Listing Contract be made.

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and Property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

City of Carl Junction (whether one or more, "**Owner**") who represent to be all of the owners of the following described Property, appoints *(Insert Brokerage Co. name)* Keller Williams Realty Elevate ("**Seller Broker**"), as the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property, consisting of 4.3 acres more or less (the "**Property**"):

TBD Tract 4 4.3 Acres State Hwy 171	Carl Junction	**MO** 64834	Jasper
Street Address	**City**	**Zip Code**	**County**

(*Complete as applicable:*)

15	28	33	16501520004003000
Section	**Township**	**Range**	**Lot or Parcel ID No.**

for the period beginning with the Effective Date and ending at 11:59 p.m. on 07/07/2027 (together with any written extension thereof, the "**Listing Period**") at the sale price of $ 258,000.00 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special terms *(if any)*: _____

☐ **(*Check box if legal description attached.* ***If no legal description is provided, then the legal description on Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property hereafter entered into by Owner).***

Owner acknowledges that the efforts and endeavors of Seller Broker to procure a buyer, by expenditure of time and money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to Seller Broker to avoid the possibility of confusion over agency or brokerage relationships and misunderstandings about liability for compensation.

BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. *Note: The amount or rate of broker compensation (including shared compensation) is not set by law and is negotiable.*

(*Check and complete all that apply*)

☐ **(1) Retainer Fee:**

Owner shall pay Seller Broker as partial compensation in the form of a nonrefundable "**Retainer Fee**" in the amount of (insert dollar amount) $_____ for services rendered hereunder regardless of whether or not the Property is sold.

The Retainer Fee (*check one*) ☐ **WILL** ☐ **WILL NOT** be credited against any other Compensation owed to Seller Broker for services rendered hereunder in the event the Property is sold under this Listing Contract.

The Retainer Fee shall be due and payable to Seller Broker *(check and complete all that apply)*:

- ☐ on the Effective Date of this Listing Contract
- ☐ within _____ days after the Effective Date of this Listing Contract
- ☐ other: _____

☑ **(2) Compensation:**

Owner shall pay Seller Broker, as "**Compensation**" due Seller Broker for services rendered hereunder if during the term of this Listing Contract, a ready, willing and able buyer is procured by Seller Broker, its affiliated licensee(s), Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

- ☐ A fee in the amount of $_____
- ☑ A fee in the amount of 6 % of the sale price
- ☐ Other: _____

Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker ("**Unrepresented Buyer**"), then Seller Broker's Compensation set forth above is adjusted to:

☑ No change, Compensation remains the same as indicated above

☐ A fee in the amount of $_____

☐ A fee in the amount of _____% of the sale price

☐ Other: _____

☑ **(3) Cooperation and Shared Compensation:** *Note: Owner understands that any cooperating broker may represent the interests of buyers only, even if compensated by Seller Broker or Owner.*

Seller Broker's company policy authorizes Seller Broker or its representatives to **cooperate** with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. If Seller Broker's company policy authorizes any such cooperation, Owner authorizes Seller Broker to share a portion of its Compensation above ("**Shared Compensation**") up to the amount indicated below.

(*check all applicable boxes to indicate whether cooperation is authorized with each of the following brokerage relationships and if so, specify the dollar amount or the percentage of sale price that will be offered for each ("0" if left blank*))

☑ subagents of Seller Broker; (*i.e.*, limited agents representing Owner)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ buyer's agents; (*i.e.*, limited agents representing prospective buyers)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ transaction brokers; (*i.e.*, neutral licensees representing neither party)

$_____or 2.7% of sale price or ☐ Consider at a later date

Owner (*check one*):

☑ Authorizes Seller Broker to disclose whether Shared Compensation is being offered and the amount

☐ Authorizes Seller Broker to disclose whether Shared Compensation is being offered, but not the amount

☐ Does not authorize Seller Broker to disclose whether Shared Compensation is being offered, nor the amount

☐ (*check only if applicable)* Seller Broker's offer of compensation excludes the following specific brokers; or is otherwise limited (*explain*): _____

☐ **(4) Other Compensation:** *Check this box and complete below only if* Seller Broker *is charging any Other Compensation.*

Owner agrees to pay Seller Broker Other Compensation (*check and complete all that apply*):

☐ A fee in the amount of $_____ due and payable: _____

☐ Other (*attach additional pages if necessary*): _____

PROTECTION PERIOD:

Any Compensation due under this Listing Contract shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 44 days after expiration of the Listing Period (the "**Protection Period**") to anyone who was introduced to the Property by anyone during the Listing Period. The Protection Period shall only apply if Seller Broker has provided Owner notice in writing, which includes the names of the prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that Seller Broker's presentation of an offer during the Listing Period will be sufficient notice with respect to the prospects identified thereon.

However, Owner shall not be obligated to pay any Compensation to Seller Broker if a new valid exclusive listing contract is entered into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period, and Owner pays the new listing broker compensation on the closing of that transaction.

OWNER "SELLER" CONCESSIONS:

Owner authorizes Seller Broker to advertise seller concessions: *(check one)*:

☐ Yes, in the amount of $_____ ☑ No ☐ Consider at a later date.

Seller concessions are generally negotiated in a sale contract, and may be applied towards buyer's closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title

insurance policy costs and fees paid by buyer, buyer's broker fees, or any other expenses/fees associated with the closing, all as approved by buyer's lender.

DISCLOSURE AUTHORIZATIONS. Owner (*check one*)

Motivating Factors. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the following motivating factors for Owner in selling the Property: To generate tax revenue for the city of Carl Junction.

Offers. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the existence of offers on the Property.

Terms. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to disclose the terms of offers on the Property; provided, however, that Seller Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National Association of REALTORS® Code of Ethics and Standards of Practice (*e.g.*, that the Property is "under contract").

Love Letters. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to accept or provide to Owner any "Love Letter" that is submitted along with or as part of any offer to purchase the Property or otherwise. (*Please see General Condition 11 and DSC-1010)*.

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Owner (*check one*)

☐ **IS** ☑ **IS NOT** a party to any other exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (*date*) _____.

GENERAL CONDITIONS

1. Owner Disclosures.

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form *(if any)* regarding the Property, and that Seller Broker is authorized to rely upon said information in advertising and promoting the Property.

Owner *(check one)* ☑ **DOES** ☐ **DOES NOT** agree to complete and deliver to Seller Broker a Disclosure Statement form.

Owner authorizes Seller Broker to provide to prospects, inspectors, appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form *(if any)* is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to Seller Broker any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish Seller Broker with all inspection reports *(if any)* regarding the Property, and authorizes Seller Broker to disclose and provide such reports to prospects.

B. Representations. Owner represents that, except as may be noted on a Disclosure Statement, Property Data Form or otherwise in writing: **(1)** Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; **(2)** Owner knows of no other adverse material facts which negatively affect the value of the Property; and **(3)** to the best of Owner's knowledge, all of the utilities available at the Property (if any) are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and advise Seller Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MR form MSC-1025 (Short Sale Supplement to Listing Contract).

Owner represents that Owner *(check one)* ☐ **IS** ☑ **IS NOT** a "foreign person" as described in the Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. §1445.

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see https://www.irs.gov/individuals/international-taxpayers/firpta-withholding. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

C. Indemnity. Owner agrees to hold Seller Broker, all cooperating brokers and their respective affiliated licensees and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including

reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information prepared by Seller Broker and advise Seller Broker immediately in writing of any errors or omissions. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to any omissions or errors contained in any information provided to Seller Broker. Seller Broker shall not be responsible in any manner for any such errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish Seller Broker with a copy of any available survey report.

3. Taxes and Assessments. Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed.

Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay the taxes until _____. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes Seller Broker to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of Seller Broker, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or Seller Broker incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to Seller Broker in lieu of further compensation; provided, however, Seller Broker shall in no event receive any more money in lieu of compensation than the total amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation. Owner authorizes Seller Broker: **(A)** to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between Seller Broker and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; and **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with Seller Broker's company policy as set forth herein, and to allow same to show the Property.

6. Advertising. Owner authorizes Seller Broker to take and use photographs and videotapes of the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by Seller Broker, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. Inspections/Access. Owner authorizes **(A)** Seller Broker, cooperating brokers and their respective licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (*e.g.*, family photos, paperwork and other personally identifiable information). Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or to secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine, and jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing.

Owner also acknowledges that it is impossible for Seller Broker to screen and/or monitor all individuals who may access the Property (*e.g.* buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold Seller Broker, its agents and employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other disease-causing organism or object (*e.g.*, the flu or COVID-19) as a consequence of such access.

8. Recordings Within the Property. Owner understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may result in a violation of State, Local and/or Federal

laws. Owner hereby releases and indemnifies Seller Broker, its agents and employees, from any liability which may result from Owner's recording, monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images or video of the Property.

9. Legal and Professional Advice. Seller Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Seller Broker makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, soils or geotechnical conditions, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. Seller Broker will cooperate with experts selected and engaged by Owner, but Seller Broker shall have no liability pertaining to such matters.

10. Default/Remedies. If Owner shall breach this Listing Contract or it becomes necessary for Seller Broker to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, Seller Broker shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

11. Equal Opportunity. The Property shall be offered for sale without regard to race, color, religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws. Seller Broker will comply with Owner's instructions (as set forth above or subsequently in writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received with respect to the Property. Seller Broker advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing offers. *(See DSC-1010)*

12. Owner Consent to Brokerage Relationships:

A. Seller Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, Seller Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage Seller Broker to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by Seller Broker's company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of the Seller Broker's brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

The following is to be completed only if designated agency is permitted and authorized as of the Effective Date. Seller Broker hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of all other affiliated licensees:

Israel Thompson _____

Doug Myers _____

By: _____ Date: _____

Designated Broker (or office manager/supervising broker)

B. Conversion to Dual Agency Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent. If a prospective buyer has engaged Seller Broker to act in the capacity of a buyer's agent, Missouri law permits Seller Broker to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, Seller Broker may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to Seller Broker representing both Owner and a buyer as a dual agent? (*Check one*):

☐ Yes ☑ No ☐ Not applicable, dual agency is not offered by Seller Broker's company policy.

C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated agent(s)? *(Check one)*:

☑ Yes ☐ No ☐ Not applicable, designated agency is not offered by Seller Broker's company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with Seller Broker shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of Seller Broker; however, any licensee who personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee

representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker. If a prospective buyer has engaged Seller Broker to act in the capacity of buyer's agent or transaction broker, Missouri law permits Seller Broker to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In such case, Seller Broker may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If Seller Broker wishes to convert to transaction brokerage but Owner does not consent to such conversion, then Seller Broker may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of Seller Broker to continue to represent the other client in the transaction or limit Seller Broker from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to Seller Broker assisting both Owner and a buyer as a transaction broker? (*Check one*):

☑ Yes ☐ No ☐ Not applicable, transaction brokerage is not offered by Seller Broker's company policy.

E. Designated Transaction Broker for Owner and Buyer. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated transaction broker(s)? *(Check one):*

☑ Yes ☐ No ☐ Not applicable, designated transaction brokerage is not offered by Seller Broker's company policy.

13. Minimum Brokerage Services (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, Seller Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

14. Licensee Personal Interest Disclosure. (*complete only if applicable*)

_____ (*insert name of licensee*)

is a real estate broker or salesperson, and is (*check one or more, as applicable):*

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or

☐ an immediate family member of ☐ Owner ☐ Buyer.

15. Franchise Disclosure. *(Seller Broker to check box only if applicable)*.

☑ Seller Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of Seller Broker, despite its use of franchisor's trade name or insignia.

16. Special Agreements. _____

_____

_____

_____

_____

_____

_____

17. Signatures. This Listing Contract 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 Listing Contract, 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. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument.

☐ (***Check Box only if applicable***) By checking this box, Owner and Seller Broker expressly acknowledge and agree that changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email addresses set forth below.

18. Effective Date. The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Listing Contract or (*specify if otherwise*) _____.

LISTING CONTRACT ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing Contract, or upon Seller Broker's obtaining any personal or financial information, whichever occurred first.

☐ *Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).*

Keller Williams Realty Elevate
Seller Broker Firm Name

By: _____

Name: Israel Thompson

Email Address: teamthompsonhomes@gmail.com

Title: agent

Date: _____

(If applicable, insert additional name, title and email address of any affiliated licensee authorized to make changes by email)

Name: _____

Title: _____

Email Address: _____

Owner: _____

Print Name: Steve Lawver

Date: _____

Email Address: cjcityadm@carljunction.org

Phone Number: +14172913860

Owner's Address: _____

Owner: _____

Print Name: _____

Date: _____

Email Address: _____

Phone Number: _____

Owner's Address: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

City of Carl Junction
Printed Entity Name

Title(s): City Administrator

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Listing 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 Listing Contract be made.

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and Property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

City of Carl Junction (whether one or more, "**Owner**") who represent to be all of the owners of the following described Property, appoints *(Insert Brokerage Co. name)* Keller Williams Realty Elevate ("**Seller Broker**"), as the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property, consisting of 6.6 acres more or less (the "**Property**"):

TBD Tract 1 6.6 Acres State Hwy 171 (**Street Address**) Carl Junction (**City**) **MO** 64834 (**Zip Code**) Jasper (**County**),

(*Complete as applicable:*) 15 (**Section**) 28 (**Township**) 33 (**Range**) 16501520004003000 (**Lot or Parcel ID No.**)

for the period beginning with the Effective Date and ending at 11:59 p.m. on 07/07/2027 (together with any written extension thereof, the "**Listing Period**") at the sale price of $ 393,000.00 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special terms *(if any)*: _____

☐ (***Check box if legal description attached.*** *If no legal description is provided, then the legal description on Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property hereafter entered into by Owner).*

Owner acknowledges that the efforts and endeavors of Seller Broker to procure a buyer, by expenditure of time and money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to Seller Broker to avoid the possibility of confusion over agency or brokerage relationships and misunderstandings about liability for compensation.

BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. ***Note: The amount or rate of broker compensation (including shared compensation) is not set by law and is negotiable.***

(*Check and complete all that apply*)

☐ **(1) Retainer Fee:**

Owner shall pay Seller Broker as partial compensation in the form of a nonrefundable "**Retainer Fee**" in the amount of (insert dollar amount) $_____ for services rendered hereunder regardless of whether or not the Property is sold.

The Retainer Fee (*check one*) ☐ **WILL** ☐ **WILL NOT** be credited against any other Compensation owed to Seller Broker for services rendered hereunder in the event the Property is sold under this Listing Contract.

The Retainer Fee shall be due and payable to Seller Broker *(check and complete all that apply)*:

☐ on the Effective Date of this Listing Contract

☐ within ____ days after the Effective Date of this Listing Contract

☐ other: _____

☑ **(2) Compensation:**

Owner shall pay Seller Broker, as "**Compensation**" due Seller Broker for services rendered hereunder if during the term of this Listing Contract, a ready, willing and able buyer is procured by Seller Broker, its affiliated licensee(s), Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

☐ A fee in the amount of $_____

☑ A fee in the amount of 6 % of the sale price

☐ Other: _____

Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker ("**Unrepresented Buyer**"), then Seller Broker's Compensation set forth above is adjusted to:

☑ No change, Compensation remains the same as indicated above

☐ A fee in the amount of $_____

☐ A fee in the amount of _____% of the sale price

☐ Other: _____

☑ **(3) Cooperation and Shared Compensation:** *Note: Owner understands that any cooperating broker may represent the interests of buyers only, even if compensated by Seller Broker or Owner.*

Seller Broker's company policy authorizes Seller Broker or its representatives to **cooperate** with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. If Seller Broker's company policy authorizes any such cooperation, Owner authorizes Seller Broker to share a portion of its Compensation above ("**Shared Compensation**") up to the amount indicated below.

(*check all applicable boxes to indicate whether cooperation is authorized with each of the following brokerage relationships and if so, specify the dollar amount or the percentage of sale price that will be offered for each ("0" if left blank*))

☑ subagents of Seller Broker; (*i.e.*, limited agents representing Owner)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ buyer's agents; (*i.e.*, limited agents representing prospective buyers)

$_____or 2.7% of sale price or ☐ Consider at a later date

☑ transaction brokers; (*i.e.*, neutral licensees representing neither party)

$_____or 2.7% of sale price or ☐ Consider at a later date

Owner (*check one*):

☑ Authorizes Seller Broker to disclose whether Shared Compensation is being offered and the amount

☐ Authorizes Seller Broker to disclose whether Shared Compensation is being offered, but not the amount

☐ Does not authorize Seller Broker to disclose whether Shared Compensation is being offered, nor the amount

☐ (*check only if applicable)* Seller Broker's offer of compensation excludes the following specific brokers; or is otherwise limited (*explain*): _____

☐ **(4) Other Compensation:** *Check this box and complete below only if* Seller Broker *is charging any Other Compensation.*

Owner agrees to pay Seller Broker Other Compensation (*check and complete all that apply*):

☐ A fee in the amount of $_____ due and payable: _____

☐ Other (*attach additional pages if necessary*): _____

PROTECTION PERIOD:

Any Compensation due under this Listing Contract shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 44 days after expiration of the Listing Period (the "**Protection Period**") to anyone who was introduced to the Property by anyone during the Listing Period. The Protection Period shall only apply if Seller Broker has provided Owner notice in writing, which includes the names of the prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that Seller Broker's presentation of an offer during the Listing Period will be sufficient notice with respect to the prospects identified thereon.

However, Owner shall not be obligated to pay any Compensation to Seller Broker if a new valid exclusive listing contract is entered into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period, and Owner pays the new listing broker compensation on the closing of that transaction.

OWNER "SELLER" CONCESSIONS:

Owner authorizes Seller Broker to advertise seller concessions: *(check one)*:

☐ Yes, in the amount of $_____ ☑ No ☐ Consider at a later date.

Seller concessions are generally negotiated in a sale contract, and may be applied towards buyer's closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title

insurance policy costs and fees paid by buyer, buyer's broker fees, or any other expenses/fees associated with the closing, all as approved by buyer's lender.

DISCLOSURE AUTHORIZATIONS. Owner (*check one*)

Motivating Factors. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the following motivating factors for Owner in selling the Property: To generate tax revenue for the city of Carl Junction.

Offers. ☑ **DOES** ☐ **DOES NOT** permit Seller Broker to disclose the existence of offers on the Property.

Terms. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to disclose the terms of offers on the Property; provided, however, that Seller Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National Association of REALTORS® Code of Ethics and Standards of Practice (*e.g.*, that the Property is "under contract").

Love Letters. ☐ **DOES** ☑ **DOES NOT** permit Seller Broker to accept or provide to Owner any "Love Letter" that is submitted along with or as part of any offer to purchase the Property or otherwise. (*Please see General Condition 11 and DSC-1010)*.

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Owner (*check one*)

☐ **IS** ☑ **IS NOT** a party to any other exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (*date*) _____.

GENERAL CONDITIONS

1. Owner Disclosures.

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form *(if any)* regarding the Property, and that Seller Broker is authorized to rely upon said information in advertising and promoting the Property.

Owner *(check one)* ☑ **DOES** ☐ **DOES NOT** agree to complete and deliver to Seller Broker a Disclosure Statement form.

Owner authorizes Seller Broker to provide to prospects, inspectors, appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form *(if any)* is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to Seller Broker any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish Seller Broker with all inspection reports *(if any)* regarding the Property, and authorizes Seller Broker to disclose and provide such reports to prospects.

B. Representations. Owner represents that, except as may be noted on a Disclosure Statement, Property Data Form or otherwise in writing: **(1)** Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; **(2)** Owner knows of no other adverse material facts which negatively affect the value of the Property; and **(3)** to the best of Owner's knowledge, all of the utilities available at the Property (if any) are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and advise Seller Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MR form MSC-1025 (Short Sale Supplement to Listing Contract).

Owner represents that Owner (*check one)* ☐ **IS** ☑ **IS NOT** a "foreign person" as described in the Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. §1445.

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see https://www.irs.gov/individuals/international-taxpayers/firpta-withholding. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

C. Indemnity. Owner agrees to hold Seller Broker, all cooperating brokers and their respective affiliated licensees and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including

reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information prepared by Seller Broker and advise Seller Broker immediately in writing of any errors or omissions. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to any omissions or errors contained in any information provided to Seller Broker. Seller Broker shall not be responsible in any manner for any such errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish Seller Broker with a copy of any available survey report.

3. Taxes and Assessments. Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed.

Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay the taxes until _____. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes Seller Broker to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of Seller Broker, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or Seller Broker incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to Seller Broker in lieu of further compensation; provided, however, Seller Broker shall in no event receive any more money in lieu of compensation than the total amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation. Owner authorizes Seller Broker: **(A)** to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between Seller Broker and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; and **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with Seller Broker's company policy as set forth herein, and to allow same to show the Property.

6. Advertising. Owner authorizes Seller Broker to take and use photographs and videotapes of the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by Seller Broker, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. Inspections/Access. Owner authorizes **(A)** Seller Broker, cooperating brokers and their respective licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (*e.g.*, family photos, paperwork and other personally identifiable information). Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or to secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine, and jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing.

Owner also acknowledges that it is impossible for Seller Broker to screen and/or monitor all individuals who may access the Property (*e.g.* buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold Seller Broker, its agents and employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other disease-causing organism or object (*e.g.*, the flu or COVID-19) as a consequence of such access.

8. Recordings Within the Property. Owner understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may result in a violation of State, Local and/or Federal

laws. Owner hereby releases and indemnifies Seller Broker, its agents and employees, from any liability which may result from Owner's recording, monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images or video of the Property.

9. Legal and Professional Advice. Seller Broker suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. Seller Broker makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, soils or geotechnical conditions, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. Seller Broker will cooperate with experts selected and engaged by Owner, but Seller Broker shall have no liability pertaining to such matters.

10. Default/Remedies. If Owner shall breach this Listing Contract or it becomes necessary for Seller Broker to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, Seller Broker shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

11. Equal Opportunity. The Property shall be offered for sale without regard to race, color, religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws. Seller Broker will comply with Owner's instructions (as set forth above or subsequently in writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received with respect to the Property. Seller Broker advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing offers. *(See DSC-1010)*

12. Owner Consent to Brokerage Relationships:

A. Seller Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, Seller Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage Seller Broker to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by Seller Broker's company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of the Seller Broker's brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

The following is to be completed only if designated agency is permitted and authorized as of the Effective Date. Seller Broker hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of all other affiliated licensees:

Israel Thompson _____

Doug Myers _____

By: _____ Date: _____

Designated Broker (or office manager/supervising broker)

B. Conversion to Dual Agency Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent. If a prospective buyer has engaged Seller Broker to act in the capacity of a buyer's agent, Missouri law permits Seller Broker to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, Seller Broker may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to Seller Broker representing both Owner and a buyer as a dual agent? (*Check one*):

☐ Yes ☑ No ☐ Not applicable, dual agency is not offered by Seller Broker's company policy.

C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated agent(s)? *(Check one)*:

☑ Yes ☐ No ☐ Not applicable, designated agency is not offered by Seller Broker's company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with Seller Broker shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of Seller Broker; however, any licensee who personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee

representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where Seller Broker Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker. If a prospective buyer has engaged Seller Broker to act in the capacity of buyer's agent or transaction broker, Missouri law permits Seller Broker to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In such case, Seller Broker may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If Seller Broker wishes to convert to transaction brokerage but Owner does not consent to such conversion, then Seller Broker may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of Seller Broker to continue to represent the other client in the transaction or limit Seller Broker from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to Seller Broker assisting both Owner and a buyer as a transaction broker? (*Check one*):

☑ Yes ☐ No ☐ Not applicable, transaction brokerage is not offered by Seller Broker's company policy.

E. Designated Transaction Broker for Owner and Buyer. Missouri law permits Seller Broker to appoint one or more licensees affiliated with Seller Broker as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to Seller Broker's appointment of designated transaction broker(s)? *(Check one):*

☑ Yes ☐ No ☐ Not applicable, designated transaction brokerage is not offered by Seller Broker's company policy.

13. Minimum Brokerage Services (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, Seller Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

14. Licensee Personal Interest Disclosure. (*complete only if applicable*)

_____ (*insert name of licensee*)

is a real estate broker or salesperson, and is (*check one or more, as applicable):*

☐ a party to this transaction;
☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or
☐ an immediate family member of ☐ Owner ☐ Buyer.

15. Franchise Disclosure. *(Seller Broker to check box only if applicable)*.

☑ Seller Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of Seller Broker, despite its use of franchisor's trade name or insignia.

16. Special Agreements. _____

_____

_____

_____

_____

_____

_____

17. Signatures. This Listing Contract 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 Listing Contract, 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. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument.

☐ (***Check Box only if applicable***) By checking this box, Owner and Seller Broker expressly acknowledge and agree that changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email addresses set forth below.

18. Effective Date. The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Listing Contract or (*specify if otherwise*) _____.

LISTING CONTRACT ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing Contract, or upon Seller Broker's obtaining any personal or financial information, whichever occurred first.

☐ *Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).*

Keller Williams Realty Elevate
Seller Broker Firm Name

By: _____

Name: Israel Thompson

Email Address: teamthompsonhomes@gmail.com

Title: agent

Date: _____

(If applicable, insert additional name, title and email address of any affiliated licensee authorized to make changes by email)

Name: _____

Title: _____

Email Address: _____

Owner: _____

Print Name: Steve Lawver

Date: _____

Email Address: cjcityadm@carljunction.org

Phone Number: +14172913860

Owner's Address: _____

Owner: _____

Print Name: _____

Date: _____

Email Address: _____

Phone Number: _____

Owner's Address: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

City of Carl Junction
Printed Entity Name

Title(s): City Administrator

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Listing 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 Listing Contract be made.

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and Property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

Farm or Vacant Land or Lot Disclosure Statement

This document has legal consequences. If you do not understand it, consult your attorney.

The following is a disclosure statement made by Seller concerning the following property (the "**Property**"):

TBD State Hwy 171	Carl Junction	**MO**	64834	Jasper
Street Address	***City***		***Zip Code***	***County***

15	28	33	16501520004003000		4.3 to 6.6
Section	***Township***	***Range***	***Parcel No(s).***	***Farm No(s)***	***# of Acres (more or less)***

This Disclosure Statement may assist a Buyer in evaluating the Property, but it is <u>not a warranty</u> of any kind by Seller or any real estate licensee involved in this transaction, and is <u>not</u> a substitute for any inspection or warranty a Buyer may wish to obtain. Real estate licensees involved in this transaction do not inspect the Property for defects or guarantee the accuracy of any information provided herein.

SELLER: *Please complete the following form, including past history and known problems. <u>Do not leave any spaces blank.</u> If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in the blank. The following statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure of the history and condition of the Property gives you the best protection against potential charges that you violated a legal disclosure obligation to a Buyer. Your answers (or the answers you fail to provide, either way) may have legal consequences, even after closing a transaction. This form should help you meet your disclosure obligations, but it may not cover all aspects of the Property. If you know of or suspect some condition which may negatively affect the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physical condition or material defects in the Property or title thereto), then you should describe that condition and attach additional pages if more space is required.*

BUYER: *Since these disclosures are based on Seller's actual knowledge, you cannot be sure that there are, in fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller are limited to the Property and are not warranties of its condition. You should condition your offer on a professional inspection(s) of the Property or any off-site conditions as you deem necessary. Conditions of the Property that you can see on a reasonable inspection and/or that are disclosed herein should either be taken into account in setting the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract.* ***IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE SALE CONTRACT.***

1. SURVEY, EASEMENTS, FLOODING. To the best of your knowledge:

A. When did you purchase the Property? _____

B. Has the Property been surveyed? ..... ☐Yes ☐No
Year surveyed _____

C. What company or person performed the survey?
Name _____ Phone _____

D. If this is platted land, has a certificate of survey been completed? ..... ☐Yes ☐No
If "Yes," by whom? _____ When? _____

E. Has the plat been recorded in the land records? ..... ☐Yes ☐No
If "Yes," Plat Book # _____ Page # _____

F. Are there any encroachments or boundary line disputes? ☐Yes ☐No

G. Are there any easements other than utility or drainage easements? ..... ☐Yes ☐No

H. Is the Property in a designated flood plain or floodway of any kind? ..... ☐Yes ☐No

I. Do you have a Flood Certificate regarding the Property? ..... ☐Yes ☐No

J. Has there ever been a flood at the Property? ..... ☐Yes ☐No

K. Have there ever been drainage problems affecting the Property? ..... ☐Yes ☐No

L. Have you ever purchased flood insurance? ..... ☐Yes ☐No

M. If any of questions 1.F through 1.L are answered "*Yes,*" briefly describe the details.
☐ (*check box if additional pages are attached*) _____

2. USE RIGHTS AND OTHER RESTRICTIONS. To the best of your knowledge:

A. Do any of the following exist regarding the Property:

(1) Subdivision or other recorded indentures, covenants, conditions or restrictions?..... ☐Yes ☐No

(2) A right of first refusal to purchase?..... ☐Yes ☐No

(3) Variances, special use permits or other zoning restrictions specific to this Property?..... ☐Yes ☐No

(4) Have any mineral rights been severed or transferred?..... ☐Yes ☐No

B. Have you ever received notice from any person or authority of a breach of any of the above? ☐Yes ☐No

C. Are there any farming or crop-share agreement rights in the Property?..... ☐Yes ☐No

D. Are there any animal feeding operations ("AFO") or concentrated animal feeding operations ("CAFO") at the Property? (*if "Yes", please identify Class size and any permits issued below)*…… . ☐Yes ☐No

E. Are there any gas & oil leases or other severed or transferred mineral rights (clay, *etc*.)?…. .. ☐Yes ☐No

F. Are there any leasehold interests or tenant rights in the Property? ……..... ☐Yes ☐No

G. If any of the above questions are answered "*Yes*," briefly describe the details.

☐ (*check box if additional pages are attached*) _____

_____

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3. CONDITION OF THE PROPERTY. To the best of your knowledge:

A. Are there any structures, improvements or personal property available for sale? ..... ☐Yes ☐No

Are there any problems or defects with any of these items?..... ☐Yes ☐No

B. Are there any operating or abandoned oil wells or buried storage tanks on the Property?..... ☐Yes ☐No

C. Is there any hazardous or toxic substance in or on the Property (including but not limited to lead in the soils)? ..... ☐Yes ☐No

D. Are there any Phase I or other environmental reports regarding the Property?..... ☐Yes ☐No

E. Is there a solid waste disposal site or demolition landfill on the Property(whether permitted or unpermitted)? …….. .. ☐Yes ☐No

Note: if "Yes",§260.213 RSMo requires Seller to disclose the location of the site, and Buyer should be aware that Buyer may be held liable to the State for remedial action……

F. Have any soil tests been performed?..... ..... ☐Yes ☐No

G. Does the Property have any fill?..... ☐Yes ☐No

H. Are there any settling or soil movement problems on this Property?..... ☐Yes ☐No

I. Is there any infestation, rot or disease in the trees on the Property?..... ☐Yes ☐No

J. Is any part of the Property located in a "wetlands area" designated by the Natural Resources Conservation Service ("NRCS") or Farm Service Authority ("FSA")?..... ☐Yes ☐No

K. If any of the above questions are answered "*Yes*," briefly describe the details.

☐ (*check box if additional pages are attached*) _____

_____

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4. UTILITIES. To the best of your knowledge:

A. Have any soil analysis tests for sanitary systems been performed? ..... ☐Yes ☐No

If "*Yes,"* When? _____ By Whom? _____

Results: _____

B. Do any of the following exist within the Property?

(1) Connection to public water? ☐Yes ☐No

(2) Connection to public sewer? ☐Yes ☐No

(3) Connection to private water system off Property?…….. ☐Yes ☐No

(4) Connection to shared water? ☐Yes ☐No

(5) Connection to shared sewer?..... ☐Yes ☐No

(6) Private Sewer/Septic tank/Lagoon?..... ☐Yes ☐No

(7) Connection to electric utility?…….. ☐Yes ☐No

(8) Connection to natural gas service?..... ☐Yes ☐No

(9) A water well?..... ☐Yes ☐No

C. Are any of the following existing at the boundary of the Property?

(1) Public water system access? ☐Yes ☐No

(2) Public sewer system access? ☐Yes ☐No

(3) Shared water system access ☐Yes ☐No

(4) Shared sewer system access ☐Yes ☐No

(5) Electric Service Access?..... ☐Yes ☐No

(6) Natural gas access?..... ☐Yes ☐No

(7) Telephone system access?..... ☐Yes ☐No

(8) Other: _____

D. Have any utility access charges been paid? …….. ☐Yes ☐No

If "*Yes*," which charges have been paid? _____

5. FEDERAL/STATE/LOCAL FARM PROGRAMS. To the best of your knowledge:

A. Is Property enrolled in CRP (Conservation Reserve Program)? .....☐Yes ☐No

If "Yes," complete the following:

_____ total acres put in CRP _____ last year of participation

_____ per acre bid in _____ enrollment year _____ annual payment

B. Is Property enrolled in WRP (Wetlands Reserve Program)? .....☐Yes ☐No

If "Yes," complete the following:

_____ total acres put in WRP _____ last year of participation

_____ per acre bid in _____ enrollment year _____ annual payment

C. Other Programs *(identify any other federal, state or local farm loan, price support or subsidy programs in which the Property currently participates)*: _____

_____

_____

6. OTHER MATTERS. To the best of your knowledge:

A. Is or was the Property used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving any controlled substance related thereto? ..... ☐Yes ☐No

If "Yes," §441.236 RSMo requires disclosure to potential lessees and §442.606 RSMo requires disclosure to purchasers of real estate. MR Form DSC-5000 ("Disclosure of Information Regarding Methamphetamine/Controlled Substances") may be filled out in conjunction with these matters.

B. Is there anything else that may materially and adversely affect the Property (*e.g.*, pending claims, litigation, notice from a governmental authority of violation of a law or regulation, proposed zoning changes, street changes, threat of condemnation, neighborhood noise or nuisance)?.....☐Yes ☐No

If "*Yes*," briefly describe the details. ☐ (*check box if additional pages are attached*) _____

_____

_____

_____

SELLER'S ACKNOWLEDGMENT

Seller represents that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge as of the date of Seller's signature below. Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller authorizes the listing broker to provide this information to prospective buyers of the Property and to real estate licensees representing such buyers.

Seller **Date**	**Seller** **Date**
Print Name: Steve Lawver	Print Name:

BUYER'S ACKNOWLEDGEMENT

1. I understand and agree that the information in this form is limited to information of which Seller has actual knowledge and that Seller can only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by Seller or any real estate licensee concerning the Property.
3. I understand I have the right to independently investigate the Property. I have been specifically advised to have the Property and any other conditions examined by professional inspectors as I deem fit.
4. I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical defects in the Property.
5. I acknowledge that there are no representations concerning the Property made by Seller or any real estate licensee on which I am relying except as may be fully set forth in writing and signed by them.

Buyer **Date**	**Buyer** **Date**
Print Name:	Print Name:

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ADMINISTRATION REPORT

City of Carl Junction, Missouri

For Regular (**X**) / Special ( ) Meeting **August 4, 2026**

Note: Other City Department's Reports are separately included in packets distributed to City Council

1). Stormwater:

2). Fleet Management:

3). Technology Partner: **Waiting on S&S to finish project**

4.) Strategic Plan: **At your desk. We need to start selecting projects and prioritizing. April 2027 and November 2027 are dates that we can use for a bond election.**

5.) Tornado:

6.) Citizen Follow-up:

7.) Waterline Improvements: **Southard is working in the Rocky Ln area and the Pennell St area. Engineer believe that they are ahead of schedule.**

8.) I&I: **Ace Pipe continues to work as weather allows.**

9.) Stormwater:

10.) Budget: **Auditor was in the office 3 days last week. So far they were pleased with how it was going.**

11.) Pickleball Court: **Turned over to the engineer to go out on bid.**

12.) Lakeside Pavilion: **Both fans damaged in the wind storm we had last month. Waiting on a couple of new blades that were damaged.**

13.) Street: **Started looking at the different streets for an overlay project this fall. Streets where the various contractors have been on is the priority.**

14.) Codification: **Process has started. This will be a time-consuming process. We have go thru the complete code book and compare it to their suggestion and either add, modify or remove sections that are no longer relevant or statute has change.**

Police Department Report

For 8-4-26 council meeting

- Officer West has submitted his resignation in order to take a job with the Lamar Police Department.

- On Tuesday, July 28th, SRO's Castlebury and Conway, and I attended a school safety meeting with CJ Schools Assistant Superintendent Kyle Williams. Fire Chief Perkins also attended. We discussed putting together and attending different emergency drills with the schools.

- Det. Dagnan's last day with our department was Friday, July 31st. I have moved Officer Blaine Bowman to the Detective position effective Sunday, August 2nd, 2026. Bowman has been training with Dagnan over the last several months, and I have sent him to several investigative classes/training, including all 4 Crime Scene Investigation classes at MSSU.

- In the past couple of weeks officers have taken reports for Burglary and Stealing, Child Abuse, Domestics, Peace Disturbance, motor vehicle accidents, and informational reports. They made several arrests for city charges and warrants.

-

Chief Mark McCall

Council Report Public Works

07/17/26 – 07/31/26

83 line locates for water and wastewater

16 meters repaired, replaced, or reprogrammed

Sampling as required for water and wastewater

Replace light bulbs stolen from the bathrooms at the splash pad

Repaired water leak on S Roney

Put base rock in driveways at 120 Rocky and 305 Karen

Cleaned out 2 culverts that had debris in them

Repaired water leak at 406 Summit and cleaned up

Filled in a couple sinkholes around town

Installed new 4 way stop at Ivy and N Roney

Installed numerous signs around town for CJPD

74 Shut-offs for non-payment disconnects

Installed new meter and check valve at 103 Ridgepoint

Installed mural at city hall

Picked up limbs in a few places around town