

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KIRKSVILLE AND  
A.T. STILL UNIVERSITY OF HEALTH SCIENCES FOR IMPROVEMENTS TO THE  
DR. ANDREW TAYLOR STILL GRAVESITE**

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is entered into on this 2nd day of August, 2010, by the City of Kirksville (hereinafter "the City") and A.T. Still University of Health Sciences (hereinafter "the University").

**WHEREAS**, the City and the University share a mutual pride in their association with the founder of osteopathic medicine, Mr. Andrew Taylor Still, who was a longtime resident of Kirksville and founder of The American School of Osteopathy which later became A.T. Still University of Health Sciences;

**WHEREAS**, the gravesite of Dr. Andrew Taylor Still is located at the Forest-Llewellyn Cemetery in Kirksville, Missouri, and is owned and maintained by the City;

**WHEREAS**, the University integrates the gravesite of Dr. Andrew Taylor Still into its yearly Founder's Day celebration and the site is visited by alumni and friends of the University from all over the world; and

**WHEREAS**, the City and the University desire to combine their resources to make improvements to the gravesite of Dr. Andrew Taylor Still to make the site more accessible to the public.

**NOW, THEREFORE**, in consideration of the above, the City and the University agree to work together in good faith to make certain improvements to the gravesite of Dr. Andrew Taylor Still as follows:

1. The Project. The improvements to the gravesite (hereinafter referred to as the "Project") include three parts: signage, gravesite development, and pathway construction.
  - A. Signage. Directional signage *to* and *within* the cemetery will be installed as mutually agreed upon by the Parties. Regarding the signage *to* the cemetery, at a minimum, directional signage will be placed on Franklin Street, Jefferson Street, and North Main Street.
  - B. Gravesite Development. The gravesite will be redesigned as set forth in Exhibit A, which is attached hereto and incorporated into this Agreement. Included in the development of the gravesite include leveling the plots, filling in low areas on the north side, crowning and reseeding, resetting/realigning several small markers on the new elevation, lining three sides of the site with street paver

walkways, installing rigid fencing along the north edge of the site and link fencing along the west side, creating a seating area, and opening access to the site from the south and east sides.

- C. Pathway Construction. Designed in two parts, the first segment of pathway will connect the west, main-drive cul-de-sac to the base of the existing concrete steps. The second portion will link the top of the existing concrete steps to the southwest corner of the Still Family site. The pathway design and location is set out in more detail in Exhibit B, which is attached hereto and incorporated into this Agreement.
2. Responsibilities of the City. The City will use its best efforts to perform all of the labor for the Project with its existing workforce with the exception of the resetting/realigning of the markers. If there are any portions of the Project that the City is unable to provide the labor for because it is outside its workforce's expertise, the City can hire contractors to complete such work, provided, however, that the City gives the University notice of such circumstance and a good faith estimate for the labor costs that will be incurred.
  3. Responsibilities of the University. The University agrees to pay for all materials that must be purchased for the Project including the fabricated fence. All labor costs of the Project incurred as a result of the hiring independent contractors as authorized in section 2 of this Agreement shall be paid by the University. This Agreement does not obligate the University to spend more than \$20,000 total for the Project.
  4. Volunteers. The City and University agree that volunteer labor could be used, once trained to assist with the pathway construction.
  5. Project Completion. The Parties shall cooperate and use their best efforts to complete construction of the Project by September 24, 2010.
  6. Applicable Laws. The Parties understand that certain laws and regulations apply to gravesites and agree to follow all applicable laws and regulations.
  7. Modification of the Agreement. Any changes, corrections or additions to this Agreement shall be in writing and signed by all necessary parties and setting forth therein the proposed change, correction or addition.
  8. Governance and Approvals. The governing bodies of each party have certain review and approval authority for endeavors such as the Project. The Parties acknowledge that certain formal review and approval processes may need to be followed by the Parties at certain stages of the Project and approvals may be at the sole discretion of the governing bodies. For the City, the governing body is the Kirksville City Council. For the University, the governing body is the Board of Trustees of A.T. Still University of Health Sciences.

**WHEREFORE**, the Parties have executed this Agreement the date set forth above.

**A.T. Still University of Health Sciences**

**City of Kirksville**

By \_\_\_\_\_  
Dr. Jack Magruder

By \_\_\_\_\_  
Todd Kuhns

Title President

Title Mayor