

NOTICE OF CITY COUNCIL WORKSHOP

PUBLIC NOTICE IS HEREBY GIVEN that a WORKSHOP of the Chillicothe City Council will be held at the Chillicothe Municipal Utilities (CMU) meeting room at 920 Washington Street Chillicothe, Missouri on **Monday, October 25, 2021, at 5:00 p.m.** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Workshop Topics May Include:

1. Discussion regarding City Finances

NOTICE OF COUNCIL MEETING

PUBLIC NOTICE IS HEREBY GIVEN that a regular meeting of the **Chillicothe City Council** of the City of Chillicothe, Missouri **will be held at Chillicothe Municipal Utilities (CMU) meeting room located at 920 Washington Street, Chillicothe, Missouri on Monday, October 25, 2021 at 5:30 p.m.** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time. **(The meeting is being held at CMU to allow more room for the public to attend and still be able to maintain social distancing)**

1. Call to Order
2. Prayer
3. Pledge to the Flag
4. Roll Call
5. Approval of Previous Meeting Minutes
6. Report from the Finance Chairman
 - A. Presentation and approval of invoices
 - B. Presentation and approval of payroll
 - C. Presentation and approval of Municipal Utilities Invoices and Salaries
7. Appearances:

Darin Chappell:	Discussion and Ordinance authorizing a contract with Chillicothe Development, Inc. for a donation to assist with the purchase of real estate.
Darin Chappell:	Discussion and Ordinance authorizing a real estate contract with Jerry L. and Rita Diane Nibarger.
Darin Chappell:	Discussion with McLiney and Company regarding the financing of the land.

Mayor Kelly: Recommendation to reappoint Rodney Mouton and Debbie Jenkins to the Historic Preservation Commission.

Robert Cowherd: Discussion and Ordinance approving an agreement with the Chillicothe Fire Protection District No. 1

Darin Chappell: Discussion regarding the purchase of three new police vehicles.

Darin Chappell: Discussion and Ordinance renewing the 42 CARES agreement

Mayor Kelly: Discussion regarding City Administrator Search

8. Comments from Public
9. Comments from the City Administrator
10. Comments from the Mayor
11. Comments from the Council
12. Comments from City Auditor
13. Comments from City Clerk
14. Closed session:

“I move the City Council enter into a closed meeting with closed record and closed votes to the extent permitted by law Pursuant to 610.021 (2), (3) and (13) to consider the leasing, purchase or sale of real estate; and the hiring, firing, disciplining or promoting of particular employees and/or personnel.”

15. Adjourn

DATED THIS 21st DAY OF OCTOBER 2021 @ 3:00 pm


Rozanne Frampton, City Clerk

PLEASE CONTACT CITY HALL 24 HOURS IN ADVANCE IF YOU NEED SPECIAL ACCOMMODATIONS. A COPY OF ANY ORDINANCES REFERRED TO ABOVE WILL BE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE MEETING AT CITY HALL.

REGULAR MEETING of the City Council of the City of Chillicothe, Missouri was held on **Thursday, September 23, 2021**, at 5:30 p.m. at the Chillicothe Municipal Utilities (CMU) meeting room located at 920 Washington Street, Chillicothe, Missouri. The Prayer was given by a member of the Ministerial Alliance followed by the Pledge of Allegiance lead by Mayor Kelly. Roll call being answered as follows:

Mayor	Theresa Kelly
Councilman-At-Large	Tom Ashbrook
Councilman 1 st Ward	Reed Dupy
Councilman 2 nd Ward	Wayne Cunningham (absent)
Councilman 3 rd Ward	Josh Fosdick
Councilman 4 th Ward	Pam Jarding

AMONG THOSE PRESENT included Darin Chappell, Robert Cowherd, Roze Frampton, Hannah Fletcher, Terry Rumery, Toby Calivere, Eric Reeter, Jon Maples, Carl Lee, Matt Hopper, Dowell Kincaid, Sara Gillilan, Sierra and Anthony Ishmael, Members of the News Media and other concerned citizens.

MOTION BY COUNCILMAN ASHBROOK, second by Councilman Dupy to pay invoices in the amount of \$1,321,801.40. Motion passed with a vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea. (No Irvinbilt invoices)

MOTION BY COUNCILMAN ASHBROOK second by Councilman Fosdick to approve payroll for September 17th the amount of \$159,251.34. Motion passed with a vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea.

MOTION BY COUNCILMAN ASHBROOK second by Councilman Dupy to approve the CMU invoices and salaries as presented. Motion passed with a vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea. (No Irvinbilt invoices)

MOTION BY COUNCILMAN ASHBROOK second by Councilman Dupy to pass Bill No. 2021-64; **Ordinance No. 2021-61**. AN ORDINANCE AMENDING SECTION 600.250 OF THE CITY CODE IN REGARD TO ALCOHOL AND SETTING EFFECTIVE DATE. Motion passed with a vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea

MOTION BY COUNCILMAN ASHBROOK second by Councilman Dupy to pass Bill No. 2021-65; **Ordinance No. 2021-62**. AN ORDINANCE AUTHORIZING AN AGREEMENT WITH BENTONSPORT PRESERVATION, FOR THE PURPOSE OF AN INTENSIVE LEVEL ARCHITECTURAL SURVEY OF APPROXIMATELY 150 STRUCTURES IN APPROXIMATELY 120 ACRE AREA IN AN EXPANDED DOWNTOWN AREA, FUNDED IN PART BY A MISSOURI DEPARTMENT OF NATURAL RESOURCES HISTORIC PRESERVATION FUND GRANT (Project Number 29-21-10029-006). Motion passed with a

vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea

MOTION BY COUNCILMAN ASHBROOK second by Councilman Fosdick to pass Bill NO. 2021-66; **Ordinance No. 2021-63.** AN ORDINANCE AMENDING CHAPTER 246 TO THE CITY CODE IN REGARD TO USE OF CARGO CONTAINERS WITHIN THE CITY. Motion passed with a vote of four yeas: Councilman Ashbrook voted yea; Councilman Dupy voted yea; Councilman Cunningham absent; Councilman Fosdick voted yea; Councilwoman Jarding voted yea.

DARIN CHAPPELL, City Administrator, presented discussion regarding the Bird Ride Memorandum of Understanding and how the business operates. Discussion will continue at the next meeting.

COMMENTS FROM THE PUBLIC:

1. Dowell Kincaid, citizen, spoke in regard to the Covid vaccine mandate at Hedrick Medical Center. The hospital is losing several employees due to this mandate and therefore asking if the City can do anything to hold the hospital accountable for at least 6 months to get the community through the flu season. City Administrator Darin Chappell explained the City owns the building, but they do not have the authority over the hospital or other businesses to intervene in how they operate their business.
2. Sara Gillilan, citizen, presented some informative discussion on monoclonal antibody infusion treatment and asked why it is not being offered here in Livingston County. Eric Reeter, Fire Chief, explained how the district areas are laid out.
3. Sierra Ishamel, business owner, commented that the City mandated masks and closed some businesses down last year so the City does have control to intervene with businesses. The mandate will hurt the health care in our community.
4. Toby Calivere, Airport Manager, announced that the Airport Fly In will be held Saturday, October 2nd.
5. Anthony Ishmael, citizen, asked the City to reconsider and intervene with the vaccine mandate. The City upheld the mask mandate and other regulations of businesses last year but now saying they can't intervene; City is being inconsistent.

COMMENTS FROM CITY ADMINISTRATOR:

1. Announced his retirement effective March 31, 2022.

COMMENTS FROM THE MAYOR:

1. Thanked everyone for coming and speaking.

COMMENTS FROM THE COUNCIL:

1. Council thanked Darin and thanked the public for sharing their views.
2. Councilwoman Jarding shared some comments from the 1st grade assembly and their desire to have a sky zone in Chillicothe!

COMMENTS FROM CITY AUDITOR:

1. Sales tax and financials have been uploaded to the Council tablets, let her know if you have any questions.

COMMENTS FROM CITY CLERK:

1. Will be attending the MML Conference in St. Louis with Hannah, Darin, Josh Fosdick and Reed Dupy.
2. The demolition project at 1020 Cherry is complete!

MOTION BY COUNCILMAN ASHBROOK second by Councilman Dupy to adjourn the meeting at 6:27 p.m. Motion passed with a vote of four yeas.

Rozanne Frampton, City Clerk
Approved this 25th day of October 2021.

By: _____
Theresa Kelly, Mayor

ATTEST:

Rozanne Frampton, City Clerk

DRAFT

Report Criteria:

Report type: Summary
 Check.Check number = 1000000-1999999,11026-11029,10222021,75672,75670,75669,75668
 Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Description	Amount	Void/Manual
10/12/2021	75668	4251	GRUNDY CO SHERIFF'S DEPT	BOND - MATTHEW CASE	10.00	
10/12/2021	75669	3925	LAWRENCE GATSON	FIRE SETTLEMENT	40,148.76	
10/12/2021	75670	4000	RUMERY & ASSOCIATES	CONSULTING SERVICE	3,000.00	
10/15/2021	75672	415	PLATTE COUNTY SHERIFF'S OFFICE	CASH BOND - SEAN WARD	500.00	
10/21/2021	10222021	3690	IPMG	SELF INSURANCE	13,305.19	
Grand Totals:					56,963.95	

CHECKS ISSUED AFTER OCTOBER 11TH COUNCIL MEETING

TOTAL CHECKS ISSUED AFTER COUNCIL MEETING	\$56,963.95
TOTAL PAYMENT SCHEDULE	\$85,340.27
ON HOLD INVOICES	\$0.00
LESS:	
IRVINBILT	\$0.00
TOTAL INVOICE APPROVAL FOR OCTOBER 25, 2021	\$142,304.22
PAYROLL FOR OCTOBER 15TH PAYROLL	\$144,867.75

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice Detail.Type = {<->} "Adjustment"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Payment Due Date
GENERAL FUND							
3226	BLUE VALLEY PUBLIC SAFETY	16002	REPAIRS TO SIREN	10/11/2021	320.40	.00	10/25/2021
23	CHILICOTHE MUNICIPAL UTIL	1021	UTILITIES	10/07/2021	30,113.99	.00	10/25/2021
Total :					30,434.39	.00	
MAYOR, ADM, COUNCIL							
4014	AT&T	287279741645	PHONE	09/11/2021	82.72	.00	10/25/2021
4014	AT&T	287279741645	PHONE	10/11/2021	94.36	.00	10/25/2021
2725	CARD CENTER	294502	HARDEES	09/26/2021	7.97	.00	10/25/2021
2725	CARD CENTER	381000	CITY ADMIN JOB ADVERTISEM	10/14/2021	450.00	.00	10/25/2021
2725	CARD CENTER	8402640	PRESENTATION POINTER	10/12/2021	16.99	.00	10/25/2021
2725	CARD CENTER	92621	FUEL	09/26/2021	6.77	.00	10/25/2021
2725	CARD CENTER	929	HOTEL FOR CONFERENCE - DA	09/29/2021	512.82	.00	10/25/2021
2725	CARD CENTER	929	CISCO SYSTEMS MONTHLY FE	09/29/2021	16.20	.00	10/25/2021
4727	REED DUPY	101321	MILEAGE REIMBURSEMENT - S	10/13/2021	92.40	.00	10/25/2021
Total MAYOR, ADM, COUNCIL:					1,280.23	.00	
CITY HALL							
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	367.69	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	INTERNET	10/01/2021	380.44	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	SURCHARGE	10/01/2021	10.86	.00	10/25/2021
4094	LIBERTY UTILITIES-EMPIRE DIS	594275-01-8-1	UTILITIES	10/15/2021	30.83	.00	10/25/2021
2202	RICOH	105494299	RENT	10/07/2021	155.48	.00	10/25/2021
Total CITY HALL:					945.30	.00	
CLERK							
2725	CARD CENTER	2857054	AMAZON - POWER POINT CLIC	10/13/2021	14.99	.00	10/25/2021
2725	CARD CENTER	294502	HARDEES	09/26/2021	7.96	.00	10/25/2021
2725	CARD CENTER	92621	FUEL	09/26/2021	6.76	.00	10/25/2021
37	COMMUNITY PRESS INC	34842	DOG & CAT LICENSE SHEET IN	10/11/2021	475.42	.00	10/25/2021
38	CONSTITUTION TRIBUNE	383587	CARGO CONT ORDINANCE	10/02/2021	157.00	.00	10/25/2021
38	CONSTITUTION TRIBUNE	383588	ALCOHOL ORDINANCE	10/02/2021	188.40	.00	10/25/2021
Total CLERK:					850.53	.00	
AUDITOR							
2725	CARD CENTER	294502	HARDEES	09/26/2021	7.96	.00	10/25/2021
2725	CARD CENTER	92621	FUEL	09/26/2021	6.77	.00	10/25/2021
Total AUDITOR:					14.73	.00	
EMERGENCY MANAGEMENT							
2725	CARD CENTER	101221	EMERGENCY MANAGEMENT T	10/12/2021	619.99	.00	10/25/2021
179	HY-VEE ACCOUNTS RECEIVAB	5859070367	HAMBURGER	10/14/2021	7.92	.00	10/25/2021
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	78.24	.00	10/25/2021
2918	WALMART COMMUNITY	06022	GROCERIES FOR TRAINING	10/13/2021	59.00	.00	10/25/2021
2918	WALMART COMMUNITY	06447	SUPPLIES	10/14/2021	54.72	.00	10/25/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Payment Due Date
Total EMERGENCY MANAGEMENT:					819.87	.00	
AMBULANCE							
3856	ARAMARK UNIFORM SERVICES	23892590	UNIFORM ITEMS	10/02/2021	193.09	.00	10/25/2021
2359	BOUND TREE CORPORATION	84236414	MEDICAL SUPPLIES	10/04/2021	1,712.37	.00	10/25/2021
2725	CARD CENTER	65900	NOLAN - EDUCATION	10/07/2021	25.00	.00	10/25/2021
2342	CARQUEST AUTO PARTS	2548-417339	OIL FILTER	10/05/2021	21.61	.00	10/25/2021
950	CHILLICOTHE BOOTERY AND	32321	BOOTS - SCHNIEDERS	10/20/2021	72.47	.00	10/25/2021
5040	CHILLICOTHE FAMILY PHARMA	93021	MEDICAL SUPPLIES	09/30/2021	380.56	.00	10/25/2021
154	EMS PROFESSIONALS	20437	UNIFORM ITEMS	10/05/2021	213.00	.00	10/25/2021
2072	GABRIELSON TRUCK REPAIR &	CH-359821	TOWING FEE	09/04/2021	339.63	.00	10/25/2021
4595	GALLS, LLC	019378597	UNIFORM ITEMS	09/27/2021	65.47	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	574.53	.00	10/25/2021
4915	IAFF LOCAL 2460	102021	T-SHIRT SALES	10/20/2021	280.00	.00	10/25/2021
17	LINDE GAS & EQUIPMENT	66515886	MEDICAL SUPPLIES	10/09/2021	76.76	.00	10/25/2021
17	LINDE GAS & EQUIPMENT	66582880	MEDICAL SUPPLIES	10/15/2021	128.30	.00	10/25/2021
1665	MFA OIL/PETRO	82274032-012	FUEL	09/30/2021	4,275.30	.00	10/25/2021
495	ST LUKE'S HOSPITAL	73000657168	NEW EMPLOYEE DRUG PANEL	10/05/2021	52.00	.00	10/25/2021
7005	TRIZETTO PROVIDER SOLUTIO	5532102100	ELECTRONIC CLAIMS MINIMUM	10/01/2021	58.24	.00	10/25/2021
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	254.88	.00	10/25/2021
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	220.15	.00	10/25/2021
2918	WALMART COMMUNITY	07586	SUPPLIES	10/20/2021	25.04	.00	10/25/2021
2918	WALMART COMMUNITY	07587	SUPPLIES	10/20/2021	37.28	.00	10/25/2021
Total AMBULANCE:					9,005.68	.00	
CODE ENFORCEMENT							
4014	AT&T	287279741645	PHONE	09/11/2021	92.72	.00	10/25/2021
4014	AT&T	287279741645	PHONE	10/11/2021	99.35	.00	10/25/2021
1665	MFA OIL/PETRO	6687884-0120	FUEL	09/30/2021	94.29	.00	10/25/2021
Total CODE ENFORCEMENT:					286.36	.00	
EMS FAC							
23	CHILLICOTHE MUNICIPAL UTIL	1021	ELECTRIC	10/07/2021	1,520.23	.00	10/25/2021
23	CHILLICOTHE MUNICIPAL UTIL	1021	WATER	10/07/2021	46.21	.00	10/25/2021
23	CHILLICOTHE MUNICIPAL UTIL	1021	SEWER	10/07/2021	234.08	.00	10/25/2021
848	CINTAS	4095432193	SERVICE	09/10/2021	240.13	.00	10/25/2021
4094	LIBERTY UTILITIES-EMPIRE DIS	594275-01-8-1	UTILITIES	10/15/2021	116.33	.00	10/25/2021
2202	RICOH	105494299	RENT	10/07/2021	114.47	.00	10/25/2021
3897	SMC ELECTRIC SUPPLY	61081892-00	LAMP	10/18/2021	89.54	.00	10/25/2021
105	WESTLAKE'S ACE HARDWARE	812952	PUTTY KNIFE	10/07/2021	4.74	.00	10/25/2021
Total EMS FAC:					2,365.73	.00	
POLICE FACILITY							
4094	LIBERTY UTILITIES-EMPIRE DIS	205698-01-2-1	UTILITIES	10/15/2021	66.00	.00	10/25/2021
Total POLICE FACILITY:					66.00	.00	
Total GENERAL FUND:					46,068.82	.00	
PARK FUND							
PARK							
4767	AARON'S LAWN CARE &	12574	WEED CONTROL	09/30/2021	40.00	.00	10/25/2021
2342	CARQUEST AUTO PARTS	2548-417848	BREAK CLEAN	10/12/2021	2.61	.00	10/25/2021
2342	CARQUEST AUTO PARTS	2548-417881	V-BELT	10/12/2021	7.25	.00	10/25/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Payment Due Date
2342	CARQUEST AUTO PARTS	2548-417933	SPARK PLUGS	10/13/2021	8.07	.00	10/25/2021
25	CHILLICOTHE PLUMBING SUPP	554731	SUPPLIES	10/14/2021	4.50	.00	10/25/2021
25	CHILLICOTHE PLUMBING SUPP	554773	SUPPLIES	10/18/2021	4.95	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	76.51	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	INTERNET	10/01/2021	139.94	.00	10/25/2021
980	JOHN DEERE FINANCIAL	012938	TORDON	10/20/2021	16.99	.00	10/25/2021
980	JOHN DEERE FINANCIAL	014045	WATER	10/07/2021	15.96	.00	10/25/2021
980	JOHN DEERE FINANCIAL	014828	TOW ROPE	10/12/2021	16.99	.00	10/25/2021
980	JOHN DEERE FINANCIAL	015980	SANDPAPER	10/19/2021	6.48	.00	10/25/2021
1665	MFA OIL/PETRO	6239633-0120	FUEL	09/30/2021	218.05	.00	10/25/2021
1618	O'REILLY AUTOMOTIVE INC	0200-148164	BATTERY AND FEE	10/14/2021	106.52	.00	10/25/2021
105	WESTLAKE'S ACE HARDWARE	812637	PARTS	09/07/2021	4.54	.00	10/25/2021
105	WESTLAKE'S ACE HARDWARE	812939	SUPPLIES	10/06/2021	7.59	.00	10/25/2021
Total PARK:					676.95	.00	
POOL							
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	64.73	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	INTERNET	10/01/2021	139.94	.00	10/25/2021
105	WESTLAKE'S ACE HARDWARE	812967	ANTIFREEZE	10/08/2021	16.00	.00	10/25/2021
Total POOL:					220.67	.00	
ATHLETIC							
4767	AARON'S LAWN CARE &	12574	WEED CONTROL	09/30/2021	510.00	.00	10/25/2021
980	JOHN DEERE FINANCIAL	026396	ROPE	10/06/2021	31.96	.00	10/25/2021
Total ATHLETIC:					541.96	.00	
Total PARK FUND:					1,439.58	.00	
911 DISPATCH							
4014	AT&T	660707090426	PHONE	10/05/2021	190.22	.00	10/25/2021
27	CHARITON VALLEY TELEPHON	8840	E-911 BILLING	09/30/2021	103.14	.00	10/25/2021
256	GEO-COMM, INC	10032	MAINTENANCE	10/14/2021	6,460.00	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454231	PHONE	10/01/2021	25.00	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE AND INTERNET	10/01/2021	657.87	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	SONICWALL RENEWAL	10/01/2021	422.79	.00	10/25/2021
157	HUBER & ASSOCIATES INC	CW180229-25	COMPUTER SOFTWARE	10/13/2021	506.72	.00	10/25/2021
215	MISSOURI STATE HIGHWAY PA	812HP0330053	MULES	10/01/2021	105.00	.00	10/25/2021
2202	RICOH	105494299	RENT	10/07/2021	126.66	.00	10/25/2021
495	ST LUKE'S HOSPITAL	73000657168	NEW EMPLOYEE DRUG PANEL	10/05/2021	49.00	.00	10/25/2021
2918	WALMART COMMUNITY	6394	SUPPLIES	10/14/2021	39.33	.00	10/25/2021
Total :					8,685.73	.00	
Total 911 DISPATCH:					8,685.73	.00	
AIRPORT OPERATING							
AIRPORT OPERATIONS							
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	161.16	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	INTERNET	10/01/2021	148.19	.00	10/25/2021
232	MFA OIL COMPANY	6687690-01100	FUEL	09/30/2021	641.08	.00	10/25/2021
2918	WALMART COMMUNITY	4460	OFFICE SUPPLIES	10/16/2021	48.06	.00	10/25/2021
Total AIRPORT OPERATIONS:					998.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Payment Due Date
Total AIRPORT OPERATING:					998.49	.00	
STREET DEPARTMENT							
2725	CARD CENTER	20757	SAFETY SHIRTZ	10/04/2021	557.91	.00	10/25/2021
2342	CARQUEST AUTO PARTS	2548-417515	LENS	10/07/2021	45.84	.00	10/25/2021
3950	CRAFCO, INC	9402576513	ROADSAVER 221	10/07/2021	1,575.00	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	124.28	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	INTERNET	10/01/2021	132.99	.00	10/25/2021
4320	HILLYARD - COLUMBIA	604487013	TP AND PAPER TOWELS	10/05/2021	476.48	.00	10/25/2021
980	JOHN DEERE FINANCIAL	014052	CABLE TIES	10/07/2021	122.89	.00	10/25/2021
980	JOHN DEERE FINANCIAL	014594	PARTS	10/11/2021	91.98	.00	10/25/2021
980	JOHN DEERE FINANCIAL	014750	TOOLS	10/12/2021	85.98	.00	10/25/2021
980	JOHN DEERE FINANCIAL	015017	PARTS	10/13/2021	25.98	.00	10/25/2021
980	JOHN DEERE FINANCIAL	015086	WATER	10/14/2021	99.75	.00	10/25/2021
4094	LIBERTY UTILITIES-EMPIRE DIS	656694-01-5-1	UTILITIES	10/15/2021	33.00	.00	10/25/2021
4109	LOWE'S	01078	MATERIALS	10/13/2021	167.90	.00	10/25/2021
4109	LOWE'S	02092	MATERIALS	10/13/2021	31.34	.00	10/25/2021
4109	LOWE'S	02141	MATERIALS	10/13/2021	37.96	.00	10/25/2021
8285	MARC	0744860-IN	CLEANER FOR TRUCKS	10/08/2021	5,620.44	.00	10/25/2021
232	MFA OIL COMPANY	6687886-01100	FUEL	09/30/2021	5,999.66	.00	10/25/2021
232	MFA OIL COMPANY	6787592-01100	FUEL	09/30/2021	88.11	.00	10/25/2021
4795	NORRIS QUARRIES LLC	779352	ROCK	10/09/2021	330.99	.00	10/25/2021
7540	OWENS TRENCHING & TILE IN	405507	MATERIALS	10/05/2021	659.37	.00	10/25/2021
2202	RICOH	105494299	RENT	10/07/2021	63.00	.00	10/25/2021
495	ST LUKE'S HOSPITAL	73000641577	NEW EMPLOYEE PHYSICAL	10/05/2021	150.00	.00	10/25/2021
9865	UNITED FIRST AID & SAFETY	002.B000625	FIRST AID REFILL	10/12/2021	91.58	.00	10/25/2021
2918	WALMART COMMUNITY	07586	00553	10/20/2021	47.03	.00	10/25/2021
105	WESTLAKE'S ACE HARDWARE	813000	EQUIPMENT	10/12/2021	1,228.29	.00	10/25/2021
Total :					17,887.75	.00	
Total STREET DEPARTMENT:					17,887.75	.00	
FACILITY ENHANCEMENT FUND							
4094	LIBERTY UTILITIES-EMPIRE DIS	205698-01-2-1	UTILITIES	10/15/2021	32.37	.00	10/25/2021
Total :					32.37	.00	
Total FACILITY ENHANCEMENT FUND:					32.37	.00	
POLICE DEPT SALES TAX							
2725	CARD CENTER	0224255	AMAZON - DELL USB DVD DRIV	10/12/2021	29.99	.00	10/25/2021
2725	CARD CENTER	0921	BOUDREAUXS - TIP	09/14/2021	5.09	.00	10/25/2021
2725	CARD CENTER	101121	EQUIPMENT	10/11/2021	829.70	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE & INTERNET	10/01/2021	657.87	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	SONICWALL RENEWAL	10/01/2021	422.80	.00	10/25/2021
157	HUBER & ASSOCIATES INC	CW180229-25	COMPUTER SOFTWARE	10/13/2021	506.72	.00	10/25/2021
5	JOHN ANDERSON TBA INC	62653	TIRE REPAIR	08/04/2021	20.00	.00	10/25/2021
5	JOHN ANDERSON TBA INC	62780	TIRE REPAIR	08/30/2021	20.00	.00	10/25/2021
3775	LAW ENFORCEMENT TARGETS	0519818-IN	SAFETY EQUIPMENT	10/07/2021	208.42	.00	10/25/2021
1665	MFA OIL/PETRO	6687885-0120	FUEL	09/30/2021	3,322.94	.00	10/25/2021
215	MISSOURI STATE HIGHWAY PA	812HP0330053	MULES	10/01/2021	105.00	.00	10/25/2021
2202	RICOH	105494299	RENT	10/07/2021	92.44	.00	10/25/2021
2196	SIRCHIE FINGER PRINT LAB IN	0515979-IN	MINI BLUEMAX KIT	10/11/2021	172.35	.00	10/25/2021
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	360.09	.00	10/25/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Payment Due Date
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	113.36	.00	10/25/2021
7285	VISION UPFITTERS, INC	79244	VEHICLE MAINTENANCE	09/07/2021	165.75	.00	10/25/2021.
2918	WALMART COMMUNITY	6394	SUPPLIES	10/14/2021	39.32	.00	10/25/2021
Total :					7,071.84	.00	
Total POLICE DEPT SALES TAX:					7,071.84	.00	
FIRE DEPT SALES TAX							
3856	ARAMARK UNIFORM SERVICES	23892590	UNIFORM ITEMS	10/02/2021	193.08	.00	10/25/2021
2725	CARD CENTER	101921	NFPA - MEMBERSHIP RENEWA	10/19/2021	175.00	.00	10/25/2021
950	CHILLICOTHE BOOTERY AND	32321	BOOTS - SCHNIEDERS	10/20/2021	72.48	.00	10/25/2021
154	EMS PROFESSIONALS	20437	UNIFORM ITEMS	10/05/2021	213.00	.00	10/25/2021
2072	GABRIELSON TRUCK REPAIR &	CH-360480	REPAIRS	10/20/2021	171.75	.00	10/25/2021
4595	GALLS, LLC	019378597	UNIFORM ITEMS	09/27/2021	65.47	.00	10/25/2021
4595	GALLS, LLC	019396569	UNIFORM ITEMS	09/28/2021	100.00	.00	10/25/2021
1912	GREEN HILLS COMPANIES	10454434	PHONE	10/01/2021	574.53	.00	10/25/2021
4915	IAFF LOCAL 2460	102021	T-SHIRT SALES	10/20/2021	280.00	.00	10/25/2021
1225	JOSEPH CLINE	07092021	RADIO STRAP SETS	08/08/2021	210.00	.00	10/25/2021
4109	LOWE'S	02475	SUPPLIES	10/19/2021	35.59	.00	10/25/2021
1665	MFA OIL/PETRO	82274033-012	FUEL	09/30/2021	564.13	.00	10/25/2021
1665	MFA OIL/PETRO	82274033-012	FUEL	09/30/2021	117.47	.00	10/25/2021
495	ST LUKE'S HOSPITAL	73000657168	NEW EMPLOYEE DRUG PANEL	10/05/2021	52.00	.00	10/25/2021
4525	VERIZON WIRELESS	9890125490	PHONE	10/08/2021	220.14	.00	10/25/2021
2918	WALMART COMMUNITY	07586	SUPPLIES	10/20/2021	25.04	.00	10/25/2021
2918	WALMART COMMUNITY	07587	SUPPLIES	10/20/2021	37.29	.00	10/25/2021
2918	WALMART COMMUNITY	7700242	BATTERIES	10/18/2021	48.72	.00	10/25/2021
Total :					3,155.69	.00	
Total FIRE DEPT SALES TAX:					3,155.69	.00	
Grand Totals:					85,340.27	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

CMU INVOICES & SALARIES

From the October 19, 2021 Board Meeting

- 1. CMU Invoices and Salaries (attached)**
- 2. Irvinbilt: \$00.00**

Approved By City Council

Date: _____

Accounts Payable

Check Register

Chillicothe Municipal Utilities
PO Box 140
Chillicothe MO 64601



A & L Great Lakes Laboratories Inc		0023	Check #	24024	Check Amount	\$134.00
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		138455	20-220-743260	Lime Sludge Field Testing		\$134.00
Adams, Courtney D		UB*02466	Check #	24017	Check Amount	\$78.35
Check Date	10/7/2021	Invoice #	Account #	Description		Amount
			10-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$48.23
			10-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$0.58
			10-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$5.75
			20-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$9.47
			20-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$0.13
			30-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$10.37
			40-000-222000	Refund Check 015052-000, 1122 Calhoun St		\$3.82
Allwood, Richard		E0160	Check #	24025	Check Amount	\$298.40
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		Oct21	30-520-762300	Mileage-MRWA-RAllwood-10/27-29/21		\$190.40
		Oct-21	30-520-762300	Per Diem-MRWA-RAllwood-10/27-29/21		\$108.00
Anderson TBA Inc, John		0203	Check #	24026	Check Amount	\$6,736.50
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		62890	20-220-743260	U 79 Tires w/Semi Stem		\$98.50
		62874	20-220-743260	U 81 Tires		\$771.00
		63000	30-340-745500	U 32 Tire Repair		\$10.00
		62858	40-440-753200	U 54 Tires		\$3,244.00
		62847	40-440-753200	U 56 Tires		\$1,622.00
		62848	40-440-753200	U 54 Tires		\$991.00
Benskin Motors & Adv		0470	Check #	24027	Check Amount	\$266.80
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		9246	10-140-732650	U 1A Repair Wiring/Install New Starter		\$266.80
Border States Industries Inc		0616	Check #	24028	Check Amount	\$549.12
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		923033165	10-140-732650	Impact Drill & Sawzaw		\$549.12
Brenntag Mid-South Inc		0670	Check #	24029	Check Amount	\$980.00
Check Date	10/19/202	Invoice #	Account #	Description		Amount
		983546	20-000-116200	Chlorine		\$980.00
Carquest Auto Parts		0815	Check #	24030	Check Amount	\$35.17
Check Date	10/19/202	Invoice #	Account #	Description		Amount

	417037	20-240-743500	Tie Downs			\$20.23	
	415314	30-320-743500	Air Filter-Transfer Pump			\$14.94	
CCL Supply LLC		0814		Check #	24031	Check Amount	\$315.20
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
	5017	20-520-761200	Center Pull Towels			\$315.20	
Chillicothe Diesel Inc		0921		Check #	24032	Check Amount	\$4,751.92
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
	43011	20-240-743500	U 81 Belt			\$100.63	
	75682	40-440-753100	U 52 Repair Brakes			\$687.39	
	75576	40-440-753100	U 56 Repair Headlight Wiring			\$101.65	
	75606	40-440-753100	U 55 Service			\$493.15	
	75677	40-440-753100	U 56 Service			\$570.18	
	75577	40-440-753100	U 54 Repair Headlight Wiring			\$160.62	
	75592	40-440-753100	U 52 Replace Headlight			\$188.76	
	43487	40-440-753100	U 56 Truck Wash			\$45.00	
	43124	40-440-753100	U 54 Truck Wash			\$45.00	
	75629	40-440-753100	U 56 Replace Headlight			\$127.84	
	43125	40-440-753100	U 55 Truck Wash			\$45.00	
	43123	40-440-753100	U 52 Truck Wash			\$45.00	
	75611	40-440-753100	U 55 Replace Brakes/Hose			\$1,266.81	
	75607	40-440-753100	U 52 Service			\$456.43	
	45653	40-440-753100	U 56 Service			\$418.46	
City of Chillicothe		0912		Check #	24022	Check Amount	\$91,218.38
Check Date	10/8/2021	Invoice #	Account #	Description		Amount	
	Sep21	10-000-273050	Monthly PILOT Fee PF01s			\$88,632.94	
	Sep21	10-000-273060	Monthly PILOT Fee PF02s			\$2,585.44	
Core & Main		1059		Check #	24033	Check Amount	\$97,169.97
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
	264613	20-000-322000	5/8" & 1" Linesetters			\$4,315.99	
	713091	20-000-359000	AMI-5/8" IPerl Water Smart Meters			\$46,402.50	
	692868	20-240-743500	Socket Set			\$48.98	
	713091	30-000-359000	AMI-5/8" IPerl Water Smart Meters			\$46,402.50	
Courtland Waste Handling Inc		1070		Check #	24034	Check Amount	\$3,023.25
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
	24851	20-220-743260	Hoses/Bars/Coupler			\$3,023.25	
Crumpton, Kelly		4058		Check #	ACH	Check Amount	\$400.00
Check Date	10/15/202	Invoice #	Account #	Description		Amount	
	Oct21	10-550-761200	Office Cleaning - 9/27/21-10/10/21			\$400.00	
DSI - Dedicated Services Inc		1175		Check #	24035	Check Amount	\$3,090.00

Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	14580	10-140-734000	DGA Testing			\$3,090.00
Eckert's Lawn Care			1584	24036		\$280.00
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	Sep2021	10-120-703800	Spray Weeds			\$40.00
	Sep2021	10-140-732350	Spray Weeds			\$80.00
	Sep2021	10-140-732950	Spray Weeds			\$40.00
	Sep2021	10-140-732950	Spray Weeds			\$40.00
	Sep2021	10-600-781300	Spray Weeds			\$40.00
	Sep2021	20-220-743600	Spray Weeds			\$40.00
EquipmentShare.com, Inc			1821	24037		\$22.52
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	1161858	20-220-743500	Plumbing Saddle			\$22.52
Evans & Mullinix, P.A.			1851	24023		\$262.53
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/15/2021		30-000-280000	PR Batch 00001.10.2021 Garnish-Evans & Mullinix PA			\$262.53
Family Support Pay Center			1987	ACH		\$371.00
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/15/2021		10-000-280000	PR Batch 00001.10.2021 Family Child Support Payment			\$371.00
Fastenal Company			2008	24038		\$70.99
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	132712	30-320-742200	Scrubbing Towels			\$70.99
Fox, Jim			SR0082	24039		\$33.96
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	Oct21	10-000-273050	Sewer Meter Refund @ 1520 Maple St			\$2.50
	Oct21	30-100-602050	Sewer Meter Refund @ 1520 Maple St			\$31.46
GFL Environmental			2462	24040		\$23,170.63
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	177382	10-140-732250	Mthly Waste Dumpster			\$135.00
	4241	40-445-756000	Mthly Waste Disposal			\$23,035.63
Gramenz, Valerie			2631	24016		\$20.00
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/6/2021	1	10-550-762500	Delivery Fee-Public Power Wk Electric Brkfst			\$20.00
Graphic Controls LLC			2669	24041		\$755.98
Check Date	Invoice #	Account #	Description	Check #	Check Amount	Amount
10/19/2021	1392830	20-220-742200	Bristol/Fischer Charts			\$238.01
	1345748	20-220-742200	Bristol/Fischer Charts			\$517.97
Graybar Electric Co Inc			2674	24042		\$11,670.48

Check Date	Invoice #	Account #	Description	Amount		
10/19/202	9323770887	10-000-116100	Elbow Arrestors	\$1,583.32		
	9323661507	10-000-116100	Elbow Arrestors	\$1,858.68		
	9323777396	10-000-336000	112.5 KVA Transformer	\$8,228.48		
Green Hills Companies			2677	Check # 24043	Check Amount	\$1,455.40
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	10456673	10-480-754000	Web AMI/CMU Services	\$52.50		
	10456673	10-480-754000	Jet High Speed Internet	\$139.99		
	10456673	10-520-762200	Mthly Internet/Phone Bill	\$167.15		
	10456673	10-540-762200	Mthly Internet/Phone Bill	\$198.09		
	10456673	10-550-762200	Mthly Internet/Phone Bill	\$507.71		
	10456673	20-520-762200	Mthly Internet/Phone Bill	\$210.45		
	10456673	30-520-762200	Mthly Internet/Phone Bill	\$179.51		
Hach Company			2801	Check # 24044	Check Amount	\$885.65
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	12686558	20-220-742400	Thm Reagent Solution	\$169.00		
	12661815	20-220-742400	Chlorine	\$414.00		
	12676876	20-220-742400	Chlorine	\$64.65		
	12686586	20-220-742400	Chlorine	\$238.00		
Hauser Electric Co Inc			2803	Check # 24045	Check Amount	\$553.00
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	33795	20-220-743250	Replace Motor-Aerator #1	\$553.00		
Hy-Vee Incorporated			3180	Check # 24046	Check Amount	\$88.93
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	4832981363	10-550-761200	Bath Tissue	\$34.96		
	4832428822	10-550-762500	Meal-Sigma Chemical Spill Trning-9/13/21	\$29.97		
	4833403304	40-520-762500	Wrk Thru Meal-City Wide Clean Up-10/2/21	\$24.00		
Idexx Distribution Inc			3310	Check # 24047	Check Amount	\$1,354.44
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	3093475155	20-220-742400	Vessels/Colilert Testing	\$1,354.44		
Infosend Inc			3350	Check # 24048	Check Amount	\$3,405.39
Check Date	Invoice #	Account #	Description	Amount		
10/19/202	199292	10-550-762100	Mthly Stmt Mailing	\$3,405.39		
IRS			3314	Check # ACH	Check Amount	\$29,491.42
Check Date	Invoice #	Account #	Description	Amount		
10/15/202		10-000-276000	PR Batch 00001.10.2021 Federal Income Tax	\$5,800.23		
		10-000-277000	PR Batch 00001.10.2021 Medicare Employee Portion	\$758.14		
		10-000-277000	PR Batch 00001.10.2021 FICA Employer Portion	\$3,241.68		
		10-000-277000	PR Batch 00001.10.2021 FICA Employee Portion	\$3,241.68		

10-000-277000	PR Batch 00001.10.2021 Medicare Employer Portion	\$758.14
20-000-276000	PR Batch 00001.10.2021 Federal Income Tax	\$2,881.70
20-000-277000	PR Batch 00001.10.2021 FICA Employee Portion	\$1,564.61
20-000-277000	PR Batch 00001.10.2021 Medicare Employee Portion	\$365.94
20-000-277000	PR Batch 00001.10.2021 FICA Employer Portion	\$1,564.61
20-000-277000	PR Batch 00001.10.2021 Medicare Employer Portion	\$365.94
30-000-276000	PR Batch 00001.10.2021 Federal Income Tax	\$2,045.89
30-000-277000	PR Batch 00001.10.2021 Medicare Employer Portion	\$278.67
30-000-277000	PR Batch 00001.10.2021 FICA Employer Portion	\$1,191.64
30-000-277000	PR Batch 00001.10.2021 FICA Employee Portion	\$1,191.64
30-000-277000	PR Batch 00001.10.2021 Medicare Employee Portion	\$278.67
40-000-276000	PR Batch 00001.10.2021 Federal Income Tax	\$1,327.72
40-000-277000	PR Batch 00001.10.2021 FICA Employee Portion	\$1,067.59
40-000-277000	PR Batch 00001.10.2021 Medicare Employee Portion	\$249.67
40-000-277000	PR Batch 00001.10.2021 Medicare Employer Portion	\$249.67
40-000-277000	PR Batch 00001.10.2021 FICA Employer Portion	\$1,067.59

Lakeside Equipment Corp 4401 Check # 24049 Check Amount \$8,460.00

Check Date	Invoice #	Account #	Description	Amount
10/19/202	902172	30-320-743330	Rotor Blades	\$8,460.00

Liberty Utilities-Empire District 4475 Check # 24050 Check Amount \$111.77

Check Date	Invoice #	Account #	Description	Amount
10/19/202	Oct21-289	10-600-781400	Natural Gas 262289-01-0/CCF-8	\$37.47
	Oct21-178-1	20-220-742450	Natural Gas 164178-01-4/CCF-15	\$41.93
	Oct21-178-553	20-600-781400	Natural Gas 164178-01-4/CCF-0	\$16.19
	Oct21-178-553	30-600-781400	Natural Gas 164178-01-4/CCF-0	\$16.18

Lowe's 4690 Check # 24051 Check Amount \$495.61

Check Date	Invoice #	Account #	Description	Amount
10/19/202	902052	10-140-732250	Wooden Stakes	\$37.52
	901416	10-140-732650	Multi-Tool Wall Hanger	\$19.94
	901129	10-140-732650	Reciprocating Saw Blades/Caulking	\$48.37
	901421	10-140-732950	Return Terminal Ground Bar Kit	(\$10.85)
	91418	10-140-732950	Terminal Ground Bar Kit	\$10.85
	901420	10-140-732950	Terminal Ground Bar Kit	\$9.96
	902743	10-140-732950	Expanding Foam	\$13.28
	902316	10-480-754000	Wipes/Foam	\$37.05
	902152	10-480-754000	20A Breakers/Coupling	\$258.08
	902167	10-480-754000	Coupling/Conduit	\$25.85
	901587	10-480-754000	Screw In Hooks	\$4.72
	911593	20-240-743500	Tax Correction	(\$3.67)

901360	20-240-743500	Shovel				\$44.51
Mass Mutual Financial Group		2818	Check #	ACH	Check Amount	\$2,642.61
Check Date 10/15/202	Invoice #	Account #	Description			Amount
		10-000-285000	PR Batch 00001.10.2021 457 Plan			\$1,664.00
		10-000-286000	PR Batch 00001.10.2021 Roth 457			\$978.61
Mautino's Cycle Center		4817	Check #	24052	Check Amount	\$32.40
Check Date 10/19/202	Invoice #	Account #	Description			Amount
	10121	10-140-732950	Socket Shaft/Drive End			\$32.40
McCurley, Christopher D		UB*02467	Check #	24018	Check Amount	\$109.87
Check Date 10/7/2021	Invoice #	Account #	Description			Amount
		10-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$7.92
		10-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$47.64
		10-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$0.65
		20-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$1.82
		20-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$17.86
		30-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$23.96
		40-000-222000	Refund Check 014214-001, 1509 Burnam Rd			\$10.02
McMaster-Carr Supply Co.		4756	Check #	24053	Check Amount	\$19.95
Check Date 10/19/202	Invoice #	Account #	Description			Amount
	66381408	30-320-743200	Vibration Insulators			\$19.95
MFA Oil Petro Card 24		4777	Check #	24054	Check Amount	\$5,467.29
Check Date 10/19/202	Invoice #	Account #	Description			Amount
	Oct21-598	10-600-781250	U 99 4.94 Gallons			\$13.16
	Oct21-598	10-600-781250	U 7 40.02 Gallons			\$105.61
	Oct21-598	10-600-781250	U 17 50.34 Gallons			\$133.57
	Oct21-600	10-600-781250	U 6 70.48 Gallons			\$187.90
	Oct21-598	10-600-781250	U 37 11.05 Gallons			\$29.79
	Oct21-600	10-600-781250	U 100 6.22 Gallons			\$16.58
	Oct21-598	10-600-781250	U 14 67.59 Gallons			\$178.21
	Oct21-598	10-600-781250	U 2 23.76 Gallons			\$61.92
	Oct21-598	10-600-781250	U 16 84.69 Gallons			\$225.81
	Oct21-598	10-600-781250	U 42 28.75 Gallons			\$76.65
	Oct21-598	10-600-781250	U 11 51.00 Gallons			\$137.06
	Oct21-598	10-600-781250	U 4 57.77 Gallons			\$152.63
	Oct21-598	10-600-781250	U 31 16.09 Gallons			\$40.69
	Oct21-598	10-600-781250	U 45 65.53 Gallons			\$174.72
	Oct21-598	10-600-781250	U 40 75.95 Gallons			\$202.17
	Oct21-598	10-600-781250	U 26 8.61 Gallons			\$22.44
	Oct21-603	20-600-781250	U 5 46.51 Gallons			\$124.00

Oct21-603	20-600-781250	U 9 15.44 Gallons	\$41.16
Oct21-603	20-600-781250	U 8 68.36 Gallons	\$180.17
Oct21-603	20-600-781250	U 3 83.75 Gallons	\$223.28
Oct21-603	20-600-781250	U 48 12.73 Gallons	\$33.93
Oct21-603	20-600-781250	U 31 9.79 Gallons	\$26.39
Oct21-603	20-600-781250	U 97 25.90 Gallons	\$69.06
Oct21-603	20-600-781250	U 28 58.58 Gallons	\$154.87
Oct21-600	30-600-781250	U 100 10.05 Gallons	\$26.80
Oct21-602	30-600-781250	U 96 14.85 Gallons	\$39.58
Oct21-602	30-600-781250	U 12 43.98 Gallons	\$117.24
Oct21-603	30-600-781250	U 48 12.73 Gallons	\$33.93
Oct21-602	30-600-781250	U 15 27.76 Gallons	\$74.01
Oct21-602	30-600-781250	U 30 42.26 Gallons	\$112.66
Oct21-601	40-600-781250	U 95 31.94 Gallons	\$84.85
Oct21-601	40-600-781250	U 55 110.62 Gallons	\$292.83
Oct21-601	40-600-781250	U 54 293.06 Gallons	\$778.93
Oct21-601	40-600-781250	U 56 448.10 Gallons	\$1,193.16
Oct21-601	40-600-781250	U 51 38.79 Gallons	\$101.53

MFA Propane Company 4779 Check # 24055 Check Amount \$3,727.06

Check Date	Invoice #	Account #	Description	Amount
10/19/202	2395076	10-000-365000	Cylinder Refill	\$26.86
	14852	10-600-781200	Cylinder Refill	\$26.86
	75077	20-220-743260	Red Diesel 331.2 Gallons	\$967.87
	2393740	20-600-781300	Bulk Hydraulic Fluid	\$137.70
	75055	30-320-742000	Bulk Red Diesel-514.4 Gallons	\$1,417.17
	14302	40-440-753000	Bulk Hydraulic Fluid	\$1,150.60

MO Dept of Natural Resources 4980 Check # 24056 Check Amount \$90.00

Check Date	Invoice #	Account #	Description	Amount
10/19/202	Oct-21	20-520-762300	RGaunt-WW-C-Certification	\$45.00
	Oct-21	20-520-762300	CGault-DS-III-Certification	\$45.00

MPUA - Purchase Power 4952 Check # ACH Check Amount \$489,875.68

Check Date	Invoice #	Account #	Description	Amount
10/14/202	Oct21	10-000-224000	Wire-MO Joint Municipal Utility	\$489,875.68

Municipal Utility Payroll A/C 5123 Check # 24057 Check Amount \$85,260.73

Check Date	Invoice #	Account #	Description	Amount
10/19/202	Oct21	10-000-112200	Reimburse PR 10/15/21	\$35,922.72
	Oct21	20-000-112200	Reimburse PR 10/15/21	\$20,027.91
	Oct21	30-000-112200	Reimburse PR 10/15/21	\$15,197.40
	Oct21	40-000-112200	Reimburse PR 10/15/21	\$14,112.70

Newegg Business Inc				5268	Check #	24058	Check Amount	\$262.19
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		1303487677	10-520-762700	Ink Cartridges HP 962XL			\$74.93	
		1303487604	10-520-762700	Return HP OfficeJet Pro 9025e Wireless Printer			(\$365.69)	
		1303487604	10-520-762700	HP OfficeJet Pro 9025e Wireless Printer/Ink Cartridges HP 962X			\$436.59	
		1303487710	10-520-762700	Ink Cartridges HP 962XL			\$116.36	
Northern Safety Co Inc				5431	Check #	24059	Check Amount	\$97.31
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		904564217	10-540-772210	Safety Glasses-12pr			\$97.31	
Northern Tool & Equipment/Capital One				5433	Check #	24060	Check Amount	\$693.34
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		48670586	20-240-743500	Portable Water Pump			\$693.34	
Quill Corporation				6552	Check #	24061	Check Amount	\$316.81
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		20183623	10-550-761200	Office Supplies			\$94.38	
		20199579	10-550-761200	Office Pictures-Admin Exec			\$222.43	
Safety-Kleen Corporation				7199	Check #	24062	Check Amount	\$225.00
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		87235797	40-445-754640	Waste Disposal			\$225.00	
Schulte Supply Inc.				7205	Check #	24063	Check Amount	\$494.53
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		1178043.001	10-140-732250	Red Marking Paint			\$219.79	
		1178043.001	20-240-752300	Blue Marking Paint			\$274.74	
SMC Electric Supply				7384	Check #	24064	Check Amount	\$9,731.28
Check Date	10/19/202	Invoice #	Account #	Description			Amount	
		61081895	10-450-751150	Photo Eye			\$13.98	
		61079490	10-480-754000	Fiber Optic Cable			\$9,840.90	
		61081812	10-480-754000	Return Damaged Fiber Optic Cable			(\$328.60)	
		61081715	20-240-752700	Heat Sink Fan Kit			\$205.00	
Smith, Elizabeth N				UB*02469	Check #	24019	Check Amount	\$59.76
Check Date	10/7/2021	Invoice #	Account #	Description			Amount	
			10-000-222000	Refund Check 014274-001, 2647 Shawnee Dr			\$0.56	
			10-000-222000	Refund Check 014274-001, 2647 Shawnee Dr			\$54.82	
			10-000-222000	Refund Check 014274-001, 2647 Shawnee Dr			\$4.38	
Smith, Tracy E				UB*02468	Check #	24020	Check Amount	\$24.82
Check Date	10/7/2021	Invoice #	Account #	Description			Amount	
			10-000-222000	Refund Check 015349-000, 1418 Cooper St			\$0.17	
			10-000-222000	Refund Check 015349-000, 1418 Cooper St			\$1.82	

10-000-222000	Refund Check 015349-000, 1418 Cooper St.	\$12.97
20-000-222000	Refund Check 015349-000, 1418 Cooper St	\$0.06
20-000-222000	Refund Check 015349-000, 1418 Cooper St	\$3.59
30-000-222000	Refund Check 015349-000, 1418 Cooper St	\$4.44
40-000-222000	Refund Check 015349-000, 1418 Cooper St	\$1.77

Solv Business Solutions	7400	Check #	24065	Check Amount	\$72.98
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	413978	10-550-762700	W-2 Forms	\$72.98	

Springbrook Holding Company LLC	7452	Check #	24066	Check Amount	\$1,098.05
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	7340	10-550-762900	Mthly Web Pmts	\$1,098.05	

Surveying & Mapping LLC	7583	Check #	24067	Check Amount	\$4,650.00
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	1021064977	10-600-781900	GIS On-Site Training/Services	\$1,550.00	
	1021064977	20-600-781900	GIS On-Site Training/Services	\$1,550.00	
	1021064977	30-600-781900	GIS On-Site Training/Services	\$1,550.00	

Thorne Lumber Company	7718	Check #	24068	Check Amount	\$145.93
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	175892	20-220-743100	Paint	\$145.93	

Tipton, Terry	SR0230	Check #	24069	Check Amount	\$21.06
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	Oct21	10-000-273050	Sewer Meter Refund @ 209 Hillcrest	\$1.56	
	Oct21	30-100-602050	Sewer Meter Refund @ 209 Hillcrest	\$19.50	

Tomo	7875	Check #	24070	Check Amount	\$99.00
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	74275	10-540-762300	Registration-Supervisor Webinar-CJohnson-10/5/21	\$99.00	

UMB Bank, Healthcare Services	8283	Check #	ACH	Check Amount	\$1,780.38
Check Date 10/15/202	Invoice #	Account #	Description	Amount	
		10-000-286500	PR Batch 00001.10.2021 Health Savings Account	\$1,780.38	

UniFirst	8100	Check #	24071	Check Amount	\$318.72
Check Date 10/19/202	Invoice #	Account #	Description	Amount	
	2917242	10-120-704400	Mats/Shop Towels	\$25.01	
	2915153	10-120-704400	Mats/Shop Towels	\$25.01	
	2921285	10-120-704400	Mats/Shop Towels	\$26.26	
	2919284	10-120-704400	Mats/Shop Towels	\$26.26	
	2917239	10-550-761200	Mats	\$24.95	
	2921282	10-550-761200	Mats	\$26.43	
	2917241	10-600-781300	Mats	\$30.60	

	2919283	10-600-781300	Mats			\$32.45	
	2915152	10-600-781300	Mats			\$30.60	
	2921284	10-600-781300	Mats			\$32.45	
	2915151	20-220-742200	Mops/Shop Towels			\$19.20	
	2919282	20-220-742200	Mops/Shop Towels			\$19.50	
United Parcel Service			8205	Check #	24072	Check Amount	\$73.40
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		16Y455411	10-540-762100	Mailing to Skarshaug Testing Lab		\$73.40	
Unum Life Ins Co of America			8288	Check #	24073	Check Amount	\$239.20
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		Oct21	10-600-778000	Mthly Unum Life Ins		\$98.02	
		Oct21	20-600-778000	Mthly Unum Life Ins		\$55.90	
		Oct21	30-600-778000	Mthly Unum Life Ins		\$40.04	
		Oct21	40-600-778000	Mthly Unum Life Ins		\$45.24	
Verizon Wireless			8505	Check #	24074	Check Amount	\$1,268.29
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		9889903459	10-480-754000	AMI-IPad		\$225.01	
		9889903459	10-480-754000	AMI-Mthly IPads		\$278.70	
		9889903459	10-520-762200	Monthly Cell Bill		\$18.06	
		9889903459	10-550-762200	Monthly Cell Bill		\$90.59	
		9889903459	20-480-754000	AMI-IPad		\$225.01	
		9889903459	20-520-762200	Monthly Cell Bill		\$86.70	
		9889903459	30-480-754000	AMI-IPad		\$225.00	
		9889903459	30-520-762200	Monthly Cell Bill		\$119.22	
Vince Campbell & Sons LLC			8550	Check #	24075	Check Amount	\$859.44
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		3665	40-440-753600	U 59 Service		\$859.44	
VISA			8570	Check #	24076	Check Amount	\$2,439.69
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		Oct21-006-594	10-140-732250	Binoculars-Amazon		\$96.95	
		Oct21-006-594	10-140-732250	Lift Sling Straps-Amazon		\$61.16	
		Oct21-006-594	10-480-754000	IPad Case-Amazon		\$201.95	
		Oct21-006-594	10-480-754000	Potter Printer Dust Cover-Amazon		\$99.99	
		Oct21-234-554	10-520-762500	Meal-Public Power Wk-Caseys		\$60.41	
		Oct21-006-594	10-540-762700	Replacement-12 Port Fiber Switch		\$288.45	
		Oct21-006-573	10-540-762700	Annual TeamViewer Subscription 9/2022-Teamviewer.com		\$611.00	
		Oct21-283-581	10-550-762500	Meal-BlueWaveAuction-MHopper&WR Crew-9/27/21-Lions Ch		\$18.87	
		Oct21-006-594	10-600-781300	Absorbent Mat-Amazon		\$149.01	
		Oct21-006-594	20-520-762700	Replacement-12 Port Fiber Switch		\$288.45	

	Oct21-006-531	30-320-743500	Portable Air Compressor-Amazon			\$275.00	
	Oct21-006-594	30-520-762700	Replacement-12 Port Fiber Switch			\$288.45	
Weber, Emily E			UB*02470	Check #	24021	Check Amount	\$1.96
Check Date	10/7/2021	Invoice #	Account #	Description		Amount	
			10-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$0.02	
			10-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$1.12	
			10-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$0.14	
			20-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$0.24	
			30-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$0.31	
			40-000-222000	Refund Check 014826-001, 452	Washington St Apt 2	\$0.13	
Wesco Distribution Inc			8865	Check #	24077	Check Amount	\$148.00
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		785626	10-140-732650	Bolt Cutters		\$148.00	
Westlake Ace Hardware Inc			8869	Check #	24078	Check Amount	\$334.58
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		812799	10-120-704400	Paint Thinner		\$18.98	
		812714	10-555-761300	Wasp & Hornet Spray		\$20.99	
		812738	10-600-781300	Extension Cord		\$8.59	
		812325	20-220-742200	Poly Tube		\$14.50	
		812800	20-220-743100	Doorstop		\$2.59	
		812710	20-220-743500	Cutoff Wheel/Rust Remover		\$39.98	
		812712	20-220-743500	Cutoff Wheels		\$39.97	
		812785	20-240-743500	Batteries		\$66.96	
		812646	30-320-743900	Chain		\$11.97	
		812760	30-320-743900	Soldering Iron		\$24.99	
		812847	40-440-753500	Cylinder Refill		\$19.12	
		812587	40-520-761200	Paper Towels		\$65.94	
Worldwide Turbines LLC			9026	Check #	24079	Check Amount	\$3,366.50
Check Date	10/19/202	Invoice #	Account #	Description		Amount	
		1841	10-120-704350	Bore Scoping U# 2 A & B		\$3,366.50	
Zimmerman, Holly K			UB*02465	Check #	24015	Check Amount	\$225.00
Check Date	10/6/2021	Invoice #	Account #	Description		Amount	
			10-000-222000	Refund Check 012762-003, 309	Jackson St	\$225.00	
Report Total						\$908,279.57	

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
10/15/2021	0	False			110.82
10/15/2021	0	False			110.82
10/15/2021	0	False			1,343.20
Total Employees:				50	
					Partial ACH: 0.00
					Regular ACH: 85,260.73
					Total: 85,260.73

Approved for Payment Oct 19th
 2021 by Board of Public Works
Mary A. Turner Pres
Ed Marten Sec.

CHILLICOTHE MUNICIPAL UTILITIES

ELECTRIC, WATER, REFUSE, SANITARY SEWER
920 WASHINGTON STREET, P.O. BOX 140

CHILLICOTHE, MISSOURI 64601

TELEPHONE: 660-646-1664 - Customer Info. 660-646-1683 - Administrative
Fax: 660-646-4181 EMAIL: info@cmuchillicothe.com

The Honorable Mayor and City Council
City of Chillicothe, Missouri

The following members of the Board of Public Works of Chillicothe,
Missouri, were present at a Regular Meeting of the Chillicothe Municipal Utilities
Board, the 19th day of October 2021.

Mary A. Turner

El Marten

[Signature]

I certify that the above report is correct.

El Marten

Secretary



Your Community Owned Utility

AN ORDINANCE AUTHORIZING AN IRREVOCABLE PLEDGE AGREEMENT WITH CHILLICOTHE DEVELOPMENT, INC., FOR A DONATION TO THE CITY TO ASSIST WITH THE PURCHASE OF REAL ESTATE BY THE CITY AND ALL ACTS NECESSARY TO CARRY OUT THE TERMS OF SUCH CONTRACT.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHILLICOTHE, MISSOURI as follows:

Section 1: The City Council authorizes the City to enter into an Irrevocable Pledge Agreement with Chillicothe Development, Inc., for a pledge of donations to the City to be used for the purchase of 200 acres, substantially in the form on file with the City Clerk. The terms and provisions of the Agreement referenced are hereby approved and adopted by the City Council of the City of Chillicothe, Missouri, on behalf of said City. The Agreement pledges a donation to the City of \$1.5 million in principal payments plus interest.

Section 2: The City Council authorizes and directs the Mayor of the City of Chillicothe, Missouri to execute the Agreement and any documents the Mayor deems necessary or proper to carry out fully the terms of such Agreement. The Mayor, with the advice of the attorney acting for the City, may make minor corrections and changes to the Contract that does not affect the substance of the Agreement.

Section 3: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

Section 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 11th DAY OF OCTOBER 2021.

CITY OF CHILLICOTHE, MISSOURI

Theresa Kelly, Mayor

ATTEST:

Rozanne Frampton, City Clerk

**IRREVOCABLE PLEDGE AGREEMENT BETWEEN
THE CITY OF CHILLICOTHE, MISSOURI AND
CHILLICOTHE DEVELOPMENT. INC.**

This Irrevocable Pledge Agreement is made and entered into this ____ day of October 2021, between the City of Chillicothe, Missouri (herein the “City”), and Chillicothe Development, Inc. (herein “CDI”).

RECITALS

A. The City desires to purchase 200 acres of unimproved real estate (the “Property”) for the purpose of developing the real estate into an industrial park.

B. CDI is a not-for-profit corporation formed for the purpose of promoting industrial development to provide jobs and improve the economic opportunities for the citizens of Livingston County, Missouri.

C. The City lacks the financial resources to purchase the Property and CDI has offered to assist the City in purchasing the Property by pledging to make gifts to the City for such purpose.

NOW THEREFORE, the Parties in consideration of the mutual agreements set forth agree as follows:

1. The City agrees to purchase the Property in its name for a purchase price of \$2,000,000 (the “Purchase Price”) plus other ordinary and customary expenses of a real estate purchase.
2. The City agrees the Property will be developed, when needed in the City’s sole discretion, as an industrial park which will be used to encourage the growth of jobs for the citizens of the Chillicothe area and provide for economic development in the Chillicothe area. The City will be responsible for all aspects of the development process but agrees to consult from time to time with CDI for its input into the development process.
3. The City will arrange for the financing for the purchase of the Property with the financing expected to be over at least a 20-year term at such terms and interest rate as the City deems appropriate.
4. The City will pay when due the payments required by the financing for the Property.

5. The City may manage the Property which may include the lease the Property for agricultural purposes or other compatible purposes until the Property is needed for economic development uses. The City shall receive all income generated from the agricultural leasing of the Property and will pay all expenses related to the Property.

6. The City, from time to time as it deems proper, may sell, lease, gift, or otherwise dispose of any part of the Property for economic development purposes. The City, as the sole owner of the Property, will receive the proceeds from any disposition of the Property but agrees, in the event of the sale or lease of any part of the Property, then the net proceeds will be first applied to payment of the principal part of the remaining indebtedness for the Purchase Price (allocated 25% to the indebtedness the City is to pay and 75% to the indebtedness CDI is to pay) and, if there are any remaining funds, used for economic development purposes of the City. In addition, the City may use any part of the Property for governmental purposes. If, in the future, the City determines that any part of the Property cannot be used for the intended economic development purposes, then that part of the Property may be (i) used for any related purposes that would assist in the economic development of the City or (ii) sold with the proceeds first to be used to pay any indebtedness on the Property as set forth above, or, if there is no indebtedness, then for economic development purposes of the City.

7. To assist the City with the purchase of the Property, CDI pledges to gift to the City the sum of \$100,000 per year until the total amount of the gift is equal to the amount needed to pay for \$1,500,000 of the purchase price **plus** the interest costs related to such part of the purchase price, provided that the gift amount will be reduced by any net proceeds applied to pay the purchase price pursuant to Paragraph 6 above. The first CDI gift of \$100,000 will be made at the closing of the real estate purchase, and the remaining gifts of \$100,000 per year will be made on each anniversary date of the closing and will continue until this pledge is fully paid. For example, CDI will gift \$100,000 at the closing of the purchase of the Property and (assuming no sales or leases) then will gift the City \$100,000 per year until \$1,400,000 of the purchase price plus interest costs as financed by the City is paid in full, which, if financed at 4% interest per annum, will take approximately 21 years to pay. CDI may accelerate its gifts at its sole discretion. For clarity, the City is to pay the remaining \$500,000 of the Purchase Price of the Property and the time and

manner in which the City makes its payment of that part of the Purchase Price does not affect the amount to be paid by CDI.

8. CDI understands and agrees its pledge is enforceable, binding, unconditional, and is not subject to cancellation, change, or modification, except with the written consent of the City. This pledge agreement is enforceable at law or in equity against CDI and its successors and assigns. The consideration for the pledge is as recited above and the City is relying on the CDI pledge in purchasing the Property and incurring the debt to finance such purchase.

9. This Agreement is binding upon the Parties and their successors and assigns.

10. The Agreement has been approved by the governing boards of each Party.

11. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to in this Agreement, and supersedes all prior oral and written agreement, if any, of the parties in respect to this Agreement. This Agreement may not be modified or amended except by written agreement executed by both parties to this Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision of this Agreement, or in any way affect the interpretation of this Agreement.

12. This Agreement will be governed by and construed in accordance with the laws of Missouri without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

The Parties have executed this Agreement the date set forth above.

Chillicothe Development, Inc.

City of Chillicothe, Missouri

By: _____

By: _____

Edwin S. Turner, Its President

Theresa Kelly, Mayor

Attest: _____

Rozanne Frampton, City Clerk

AN ORDINANCE AUTHORIZING A CONTRACT WITH JERRY L. NIBARGER AND RITA DIANE NIBARGER, AS TRUSTEES OF THE JERRY L. NIBARGER AND RITA DIANE NIBARGER REVOCABLE LIVING TRUST DATED JULY 7, 2005, IN REGARD TO THE PURCHASE OF REAL ESTATE AND ALL ACTS NECESSARY TO CARRY OUT THE TERMS OF SUCH CONTRACT.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHILLICOTHE, MISSOURI as follows:

Section 1: The City Council authorizes the City to enter into a Real Estate Contract in regard to the purchase of 200 acres with Jerry L. Nibarger and Rita Diane Nibarger, as Trustees of the Jerry L. Nibarger and Rita Diane Nibarger Revocable Living Trust dated July 7, 2005, substantially in the form on file with the City Clerk. The terms and provisions of the Contract referenced are hereby approved and adopted by the City Council of the City of Chillicothe, Missouri, on behalf of said City.

Section 2: The City Council authorizes and directs the Mayor of the City of Chillicothe, Missouri to execute the Contract and any documents the Mayor deems necessary or proper to carry out fully the terms of such Contract. The Mayor, with the advice of the attorney acting for the City, may make minor corrections and changes to the Contract that does not affect the substance of the Contract.

Section 3: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith, including without limitation any ordinance requiring any other method of advertising or bidding for the purchase of such property.

Section 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 11th DAY OF OCTOBER 2021.

CITY OF CHILLICOTHE, MISSOURI

Theresa Kelly, Mayor

ATTEST:

Rozanne Frampton, City Clerk

COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: Jerry L. Nibarger and Rita Diane Nibarger, as Trustees of the Jerry L. Nibarger and Rita Diane Nibarger Revocable Living Trust dated July 7, 2005, whose address is 12315 Hwy V, Chillicothe, MO 64601, and

BUYER: The City of Chillicothe, Mo, 715 Washington St., Chillicothe, MO 64601, and its assigns,

and is effective as of the last signature on this Contract (the "Effective Date").

- 1. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate shown on Exhibit A attached hereto, the legal description to be determined by a survey at the cost of the Buyer, which will be 200 acres of land. Such real estate shall be referred to in this Contract as the "Property".
- 2. EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and shall be subject to a waterline easement described on Exhibit A.
- 3. PURCHASE PRICE:** The Purchase Price is \$10,000 per surveyed acre which Buyer agrees to pay as follows:
 - a. FIVE HUNDRED DOLLARS (\$500.00) at the signing of this Contract as Earnest Money, such to be deposited within five (5) days of the Effective Date, in the insured trust or escrow account of Staton Abstract and Title Co., 516 Washington Street, Chillicothe, MO 64601 ("Escrow Agent" and "Title Company") as part of the consideration of the sale,
 - b. The balance to be paid in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses. Seller will be responsible for one-half of the closing costs (including escrow agent's fees), standard owner's title insurance commitment and policy, and Seller's attorney's fees. Buyer will be responsible for one-half of the closing costs (including escrow agent's fees), special endorsements to the owner's title insurance policy, lender's title insurance policy, and Buyer's attorney's fees. Additional approved closing costs will be paid by Seller and Buyer equally, providing for appropriate prorations and adjustments.
 - c. In the event Buyer elects to terminate this Contract at, or prior to, the end of the Inspection Period, all Earnest Money shall be distributed to the Buyer.
- 4. CLOSING AND POSSESSION DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Title Company, within 30 days following the expiration of the Inspection Period or prior thereto by mutual consent, and possession shall be delivered subject to Seller's existing Lease.

5. RENT AND TAXES: The rent from the Property for 2021 shall be retained by the Seller. Seller shall pay all general real estate taxes levied and assessed against the Property for year 2021 and prior years. All such taxes becoming due and accruing during year 2022 shall be paid by the Buyer.

6. TITLE INSURANCE: Buyer shall pay for and obtain an owner's ALTA title insurance commitment and policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's General Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Buyer shall, as soon as possible and not later than ten (10) days after the end of the Inspection Period, order and thereafter cause to be furnished by the Title Company to Buyer a current commitment to issue the title policy ("Title Commitment"). Buyer shall have fifteen (15) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Title Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period"). If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than ten (10) days after the end of the Title Cure Period.

During the Due Diligence Period (as herein defined), Buyer at its cost shall order a survey of the Property. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such, except for objections that may be raised by the Title Company as a condition of title insurance.

7. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for one hundred twenty (120) days after the Effective Date (the "Inspection Period") for the purpose of inspecting the physical condition of the Property and determining if the Property is suitable for Buyer's intended uses. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend, and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer may terminate this Contract by written notice to the Seller prior to or at the end of the Inspection Period if the Buyer determines the Property is not suitable to Buyer for any reason. After the inspection period, the Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property.

8. REPRESENTATIONS: Buyer acknowledges neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

Seller represents, to Seller's knowledge, (i) the Property is in material compliance with all applicable federal, state and local environmental laws and regulations; (ii) Seller has not received, related to the

Property, any notice of any claims or allegation of liability under any federal, state or local environmental law; (iii) there are no contracts that affect the Property that will survive after the Closing except Seller's existing crop lease which will terminate as of December 31, 2021; and (iv) the Seller's disclosures on Exhibit B are correct. The representations set forth in this paragraph shall survive the Closing for a period of twenty-four (24) months.

9. REAL ESTATE BROKER: Seller and Buyer agree there is no real estate broker involved. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

10. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS; POSSESSION: At or before Closing, Seller agrees to properly execute and deliver into escrow a General Warranty Deed (the "Deed") and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed has been recorded and the Title Company can issue the title policy with only the Permitted Exceptions. Possession will be delivered on the Closing Date subject to the right of Seller's tenant to harvest the 2021 crops.

11. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number. All parties represent and warrant that they are not and are not acting, directly or indirectly, for or on behalf of any person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom one is prohibits to do business under any anti-terror laws.

12. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, the Earnest Money Deposit shall be disbursed as prescribed herein immediately, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

13. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

- If Seller defaults, Buyer may terminate this Contract by written notice to Seller or, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

- If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and, at Seller's option, either receive the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity.
- If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

14. DISPOSITION EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute any Earnest Money and escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent.

15. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

16. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U.S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the addresses in the introductory paragraph, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. A party's failure or refusal to intentionally accept service of a notice shall constitute delivery of the notice.

17. AGREEMENTS OF SELLER: Seller agrees from and after the Effective Date for as long as this Contract is in effect as follows:

- (a) Seller will not enter into any agreements with third parties regarding the sale or other disposition of the Property after the Effective Date unless this Contract is terminated in accordance with the provisions contained in the Contract.
- (b) Seller will not enter into any new contracts or leases with respect to the Property or modify or terminate any existing leases or contracts with respect to the Property without the prior written consent of Buyer, except Seller will terminate the existing crop lease as of December 31, 2021.

18. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

19. ADDITIONAL AGREEMENT. Buyer agrees that Seller may continue to use the building on the Property for storage of its antique tractors for up to 6 months after the Closing Date without charge. The tractors will be stored at the risk of Seller and Seller will provide such insurance as it deems proper on the tractors. Seller will notify Buyer when it has vacated the building.

20. ADDENDA: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract *(Check Those Which Are Applicable)*:

Exhibit A (Legal Description)

Exhibit B (Statutory Disclosures)

[SIGNATURES ON NEXT PAGE]

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Missouri.

SELLER:

Jerry L. Nibarger and Rita Diane Nibarger

Revocable Living Trust dated July 7, 2005

By: Jerry L. Nibarger
Jerry L. Nibarger, Trustee

By: Rita Diane Nibarger

Rita Diane Nibarger, Trustee

Dated: 10/11, 2021

BUYER:

City of Chillicothe, Missouri

By: _____

Theresa Kelly, Mayor

Attest:

Rozanne Frampton, City Clerk

Dated: _____, 2021

EXHIBIT A
LEGAL DESCRIPTION

Legal Description:

See attached Map. Actual legal to be determined by survey. To be 200 acres.

A Waterline easement is being retained by Nibarger for the waterline located on the north edge of the Nibarger Property, commencing on the West side of the property and ending at the East side of the property, the waterline easement is for a width of sixty feet (60) south of State Hwy V and is to be retained for Nibarger.

EXHIBIT B

Statutory Disclosures

1. **Methamphetamine.** Is Seller aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto?

YES NO. If YES Section 442.606 RSMo requires Seller to disclose such facts in writing.

2. **Waste Disposal Site or Demotion Landfill** (permitted or unpermitted)

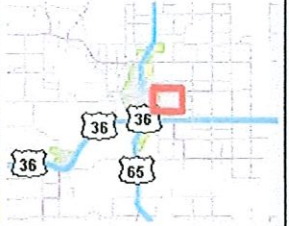
Are you aware of a solid waste or demolition landfill on the Property?

YES NO. If YES, Buyer may be assuming liability for any remedial action on the site and Section 260.213 RSMo requires Seller to disclose the location of any such site on the Property.

3. **Radioactive or Hazardous Materials.** Have Seller ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material?

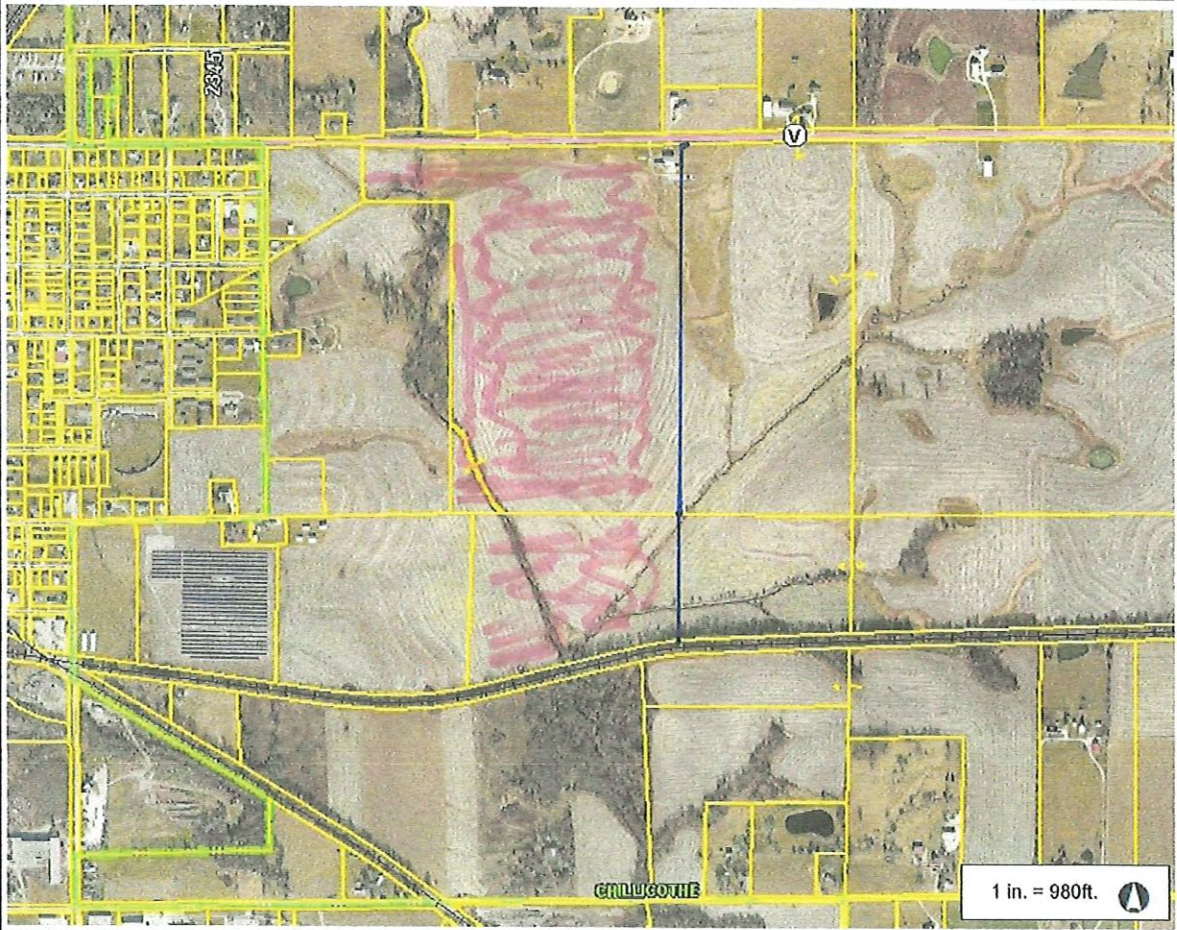
YES NO. If YES, Section 442.055 RSMo requires Seller to disclose to Buyer such knowledge in writing.

Chillicothe, MO



Legend

- Road
 - <all other values>
 - RAILROAD
 - STATE HIGHWAY
 - US HIGHWAY
- Railroad
- Parcel
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- County Boundary



Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

AN ORDINANCE AUTHORIZING A CONTRACT WITH CHILLICOTHE FIRE PROTECTION DISTRICT NO. 1 IN REGARD TO FIRE PROTECTION SERVICES AND ALL ACTS NECESSARY TO CARRY OUT THE TERMS OF SUCH CONTRACT.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHILLICOTHE, MISSOURI as follows:

Section 1: The City Council authorizes the City to enter into a Contract in regard to fire protection services with Chillicothe Fire Protection District No. 1 substantially in the form which is attached hereto and marked Exhibit A. The terms and provisions of the Contract referenced are hereby approved and adopted by the City Council of the City of Chillicothe, Missouri, on behalf of said City.

Section 2: The City Council authorizes and directs the Mayor of the City of Chillicothe, Missouri to execute the Contract in substantially the same form as the copy of the attached hereto and any documents the Mayor deems necessary or proper to carry out fully the terms of such Contract. The Mayor, with the advice of the attorney acting for the City, may make minor corrections and changes to the Contract that does not affect the substance of the Contract.

Section 3: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

Section 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER 2021.

CITY OF CHILLICOTHE, MISSOURI

Theresa Kelly, Mayor

ATTEST:

Rozanne Frampton, City Clerk

EXHIBIT A – CONTRACT

CONTRACT

This CONTRACT is entered into October _____, 2021, by and between the CHILLICOTHE FIRE PROTECTION DISTRICT NO. 1, referred as “DISTRICT”, and the CITY OF CHILLICOTHE, MISSOURI, a municipal corporation, referred to as “CITY”.

RECITALS

- A. DISTRICT desires to contract with the CITY for firefighting services.
- B. DISTRICT and CITY are willing to enter into such a contract upon mutually agreeable terms and conditions.

NOW THEREFORE, in consideration of the above recitals and of the terms and conditions set forth herein the parties mutually agree as follows:

SECTION 1. TERM, PURPOSE:

- 1.1 The term of this Contract shall be from January 1, 2022, until December 31, 2024 (the “Initial Term”), unless sooner terminated pursuant to this Contract. The Term of this Contract may be extended by mutual agreement for up to five (5) additional two (2) year terms (each a “Renewal Term”). If DISTRICT desires to extend the Contract it will notify the City in writing of such desire at least 90 days prior to the last day of the then current Term and the City will be deemed to have consented to the extension unless the City notifies DISTRICT that it will not extend the Contract within 30 days of the date of receipt of the written notice to extend from DISTRICT.
- 1.2 The CITY will provide to the DISTRICT, pursuant to the terms of this Contract, firefighting services of a type equivalent to the firefighting services provided by CITY to its residents, subject to limitations of firefighting in rural areas.
- 1.3 This Agreement shall in no way, either explicitly or impliedly, limit the discretion of the City’s Fire Chief or, in his or her absence, the person responsible for management of the City Fire Department, in deciding the appropriate response of equipment and firefighters to fires within the DISTRICT’S boundaries or in withdrawal of equipment and firefighters from those boundaries. Such discretionary decisions made by the City Fire Chief or, in his or her absence the person responsible for management of the City Fire Department, shall be final and conclusive.

- 1.4 It is specifically understood between the parties that all persons who participate in rendering services for the CITY in accordance with this Agreement are employees of the CITY and as such are under the control and direction of the CITY, through its designated official(s), while rendering such services and the CITY shall be in complete control of all equipment and firefighters utilized in responding to, fighting, and returning from fires, unless other fire departments are rendering mutual aid.
- 1.5 Every officer, agent or employee of the CITY, and every officer, agent, or employee of an authorized provider of emergency services, including, but not limited to, every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This Section shall prevail over every other standard of care provision in conflict with this Section. Neither the CITY nor the employee, agent, or officer thereof, or other unit of government or subdivision thereof or its employees, agents, or officers, shall be liable for failure to use ordinary care in such emergency. The intent of this Article is to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law and this Article shall be liberally construed.

SECTION 2. CONSIDERATION:

- 2.1 In consideration of the CITY rendering firefighting services, DISTRICT agrees to pay the CITY for services to be rendered under this Contract the consideration as set out in Paragraph 2.2 below.
- 2.2 The DISTRICT will pay the CITY for its services as follows:

An amount equal to Fifty percent (50%) of the annual ad valorem tax revenue collected by the DISTRICT for each calendar year this Agreement is in effect. The initial payment will be made on or before March 30 of each year and other payments will be made at the end of each calendar quarter thereafter as tax revenue is received.

The DISTRICT shall cause to be levied in each year a tax rate sufficient to satisfy the consideration for the services rendered pursuant to this Agreement, by timely directing the County in which the DISTRICT is located to levy a tax at the rate fixed at a charge equivalent to the amount of Thirty Cents (\$.30) per One Hundred

Dollars (\$100.00) assessed valuation of all tangible property within the DISTRICT. If the District elects to voluntarily reduce the tax rate, then the CITY can terminate this Agreement at any time upon 30 days' notice.

2.3 RESPONSE FEES

The CITY will waive any response fees to property within the DISTRICT. Notwithstanding, CITY shall be authorized to collect HAZMAT fees as authorized pursuant to Chapter 260 RSMO. Said HAZMAT fees shall not be paid by DISTRICT.

2.4 OTHER FEES

DISTRICT understands that CITY has instituted a system of charging for its emergency services responses to outside the CITY. The CITY will establish the fees for such services and will be responsible for the collection of such fees. These fees may include fees for responding to HAZMAT or other emergencies but, other than HAZMAT fees, will not charge any of these other fees for response to fires at property taxed within the DISTRICT. For clarity, the City may charge fees for responses to incidents on public roads or involving personal property not taxed within the DISTRICT.

SECTION 3. DISTRICT'S DUTIES:

DISTRICT agrees:

- 3.1 To obtain at its expense and maintain in force during the Initial Term or a Renewal Term of this Contract a policy of public liability insurance equal to the sovereign immunity limits as determined yearly by the Missouri Department of Insurance. The CITY shall be named as an additional insured on such policy. DISTRICT will provide proof of insurance before commencement of each term of this Contract and thereafter on request by the CITY. This insurance shall be primary and non-contributory to any insurance of the City for any occurrences within the District or while the City is responding to an occurrence within the District.
- 3.2 DISTRICT shall be responsible for payment of any maintenance or repair of all motor vehicles or other property leased to the CITY by the DISTRICT except the CITY will pay the cost of repairs up to \$3000 in any calendar year. If the repairs will cost more than a total of \$3000 in a calendar year, CITY shall notify DISTRICT prior to authorizing said repairs. NOTWITHSTANDING, if any repair is cosmetic in nature, CITY shall obtain approval from DISTRICT if it will cost more than \$1000.

3.3 To provide the CITY a map of the geographic boundaries of the DISTRICT.

SECTION 4. CITY'S RESPONSIBILITIES:

CITY will have the following responsibilities:

- 4.1. In regard to any motor vehicle leased to the CITY by DISTRICT, the CITY agrees:
 - (i) to obtain at its expense insurance on the leased motor vehicles similar to the insurance that the CITY maintains on its own fire protection vehicles, and
 - (ii) to pay other customary operating expenses on the vehicles, except for fuel costs in excess of \$1500 per year.
- 4.2 To have DISTRICT'S lender on any DISTRICT vehicle, if any, named as a loss payee under its property insurance policy covering any leased DISTRICT vehicle. In the event of an insured loss, to the extent the insurance proceeds are not required to be paid to DISTRICT'S lender, the insurance proceeds will be paid to DISTRICT which will use the proceeds to repair or replace the damaged vehicle.

SECTION 5. EQUIPMENT:

- 5.1 As additional consideration for such services by the CITY, DISTRICT leases to the CITY for the term of this Contract for \$1.00 per year, the following vehicles identified in Exhibit A attached.
- 5.2 DISTRICT authorizes the CITY to use such vehicles attached in Exhibit A for any emergency services provided by the CITY for its citizens, the DISTRICT, or others, so long as at the time of commencement of such use the equipment is not needed to provide emergency services for DISTRICT. It is understood by the Parties that all "Loose Equipment" is the property of CITY and shall be the CITY'S responsibility.
- 5.3 CITY may place its fire department logo on the leased property.

SECTION 6. CONTROL AND DISCRETION OF CITY

- 6.1 The CITY shall have the sole and absolute discretion in determining the methods, manpower, and firefighting equipment to be used in responding to emergencies of the DISTRICT.
- 6.2 DISTRICT specifically understands and agrees that the CITY'S contractual agreement to provide emergency services under this Contract is owed solely to DISTRICT.
- 6.3 If the CITY is not fully indemnified by DISTRICT'S liability insurance for any action, claim, cause of action, liability, costs, or expense which the CITY may

incur as a result of providing services to DISTRICT under this Contract, to the extent permitted by law but not exceeding the then sovereign immunity limits of the State of Missouri, the DISTRICT agrees to reimburse the CITY for any losses or injuries resulting from providing services to the DISTRICT as a result of the negligence of the DISTRICT or its officers or employees. Nothing in this Agreement expands or broadens the liability of either party beyond any applicable sovereign immunity limits or other applicable Missouri statutes, nor abolishes or waives any defense at law which might otherwise be available to the either party or its officers and employees. For clarity, all employees of the CITY providing firefighting services are only employees of the CITY and covered only by its workers compensation insurance.

SECTION 7. TERMINATION:

- 7.1 This Contract may be terminated prior to the expiration of the term upon mutual agreement only unless the DISTRICT fails to pay the CITY for the services in which case the CITY may termination this Contract if the DISTRICT fails to cure any payment default within 10 days of written notice received from the CITY.
- 7.2 In the event of termination or expiration of this Contract, the CITY agrees to transfer possession of the leased DISTRICT property to DISTRICT free and clear of any liens or encumbrances caused by or placed thereon by the CITY in connection with repairs, storage, or maintenance. The vehicles shall be transferred in an "as is" condition.

SECTION 8. GENERAL PROVISIONS:

The following provisions will apply to both parties:

- 8.1 This Contract is binding upon the successors and assigns of each party.
- 8.2 In the event that either of the parties hereto must file suit to enforce any of the provisions of this Contract including, but not limited to, the obligation to pay fees, then the parties agree that the prevailing party in any such suit shall be entitled to recover its reasonable attorney's fees and costs in any such suit.
- 8.3 The laws of the State of Missouri shall govern this Contract.
- 8.4 This Contract is binding on the parties and their respective successors and assigns, provided that neither party may assign its interest in this Contract without the prior written consent of the other party.

IN WITNESS WHEREOF, this Contract is executed the several counterparts, each of which shall be considered an original.

CITY OF CHILLICOTHE, MISSOURI

CHILLICOTHE FIRE PROTECTION
DISTRICT NO. 1

By: _____
Theresa Kelly, its Mayor

By: _____
Ed Daugherty
President Board of Directors

Attest: _____
Rozanne Frampton, City Clerk

Attest: _____
Bette Atwell, Secretary

EXHIBIT

A

Polaris Pro XD Side by side VIN:
4XABBP046K8577863

Engine I pumper MFG
12097 Pierce
VIN: 4P1CT02SWA000250

Tanker I
GM - GMC MFG 4-06
VIN: 1GDS8C1CZ6F425920

Ford F350 Pickup
MFG4-99
VIN: 1FTSF31S4XEE25906

Chillicothe Police Department Patrol Fleet Plan

I currently have a fleet of five 2020 patrol vehicles, each with approximately 25,000 miles on them. I then have two 2017 patrol vehicles, each with approximately 81,000 miles on them. Also in the fleet is a 2016 K9 vehicle, which was obtained as a used vehicle, with 104,000 miles; a 2015 patrol vehicle with 94,000 miles on it and the transmission going out; and a 2013 patrol vehicle with 84,000 miles on it. See attached list.

We have had several plans on how to maintain patrol vehicles to provide a service to the community, but at this time, I feel in the best interest of the City of Chillicothe, the citizens, and the police officers, to get our fleet to an adequate standard for service. The plan I propose would be to purchase three patrol vehicles in the current budget, specifically would be two 2020 Ford Explorers and a 2020 F-150 patrol truck. By doing so, I would replace the 2013 patrol vehicle with 84,000 miles, the 2015 patrol vehicle with 94,000 miles, and one 2017 patrol vehicle with 84,000 miles with new vehicles. This would replace two patrol units and a supervisor unit. The other 2017 patrol vehicle with 84,000 miles would be used as an administrative vehicle, replacing the vehicle now utilized as such. This would place CPD on track to only have to purchase two vehicle per year to maintain a usable fleet for the CPD.

Unit 42 has the transmission going out of it, and Unit 43 is in the beginning stages of transmission problems. Unit 48 is the oldest vehicle and has the highest mileage. While the 2017 patrol vehicle is high mileage, it would serve adequately in the roll of an administrative vehicle.

In talking with companies that supply patrol vehicles, they will not provide a date in which you will be able to physically receive a patrol unit, as there is a shortage of vehicle and supplies. I have located two 2021 patrol vehicle and a new 2020 F150, all in which are in stock and ready to be built with equipment. This company prepared for this type of shortage and has the vehicles in stock while supplies last. The purchase of these three vehicles is \$95,038 for the two 2021 Ford Explorers and the 2020 Ford F150 \$48,884 totaling \$143,992. The total price is represents a completely built vehicle including emergency equipment. However, there are items specific to CPD that would have to be moved over to the vehicles such as radios, radars, camera system, etc. The estimated cost of this equipment transfer is \$5,854.20. The total cost of the project is estimated to be \$150,000.

I have to provide Dana Safety Supply with an update as soon as possible for them to hold these vehicles for CPD. Normally they are sold on a first come, first serve basis.


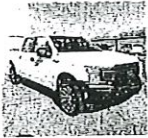
CPD Officers on average place 25,000 miles a year on each patrol unit. The goal is to get these vehicle out of service by 80,000 miles for benefits of reliable use, trade-in value, and liability issues.

Lastly, if this is approved and completed, we would plan to purchase 2 vehicles per year, unless anything unforeseen occurs. A two vehicle per year acquisition plan creates reliable fleet management and maintenance, and makes budgeting for the department's fleet consistent year after year.

The estimated trade in value is \$25,000 for the 2017, 2015, and 2013.



800-845-0045

ITEM	PRICE	QUANTITY	TOTAL
 New Black 2021 Ford (Explorer) Police Interceptor PI Utility V6 Gas Engine AWD For Sale, Ready to be Built as a Marked Patrol, Turnkey FPIU, featuring Whelen, Soundoff, Setina, Havis, + Delivery, choose Your LED Lighting Colors, D152	\$46,755.00	2	\$93,510.00
 New 2020 White Ford F-150 Responder Law Enforcement Package 4x4 PPV Ecoboost, ready to be built as a Marked Patrol Package, choose any color LED Lights, + Delivery	\$48,887.00	1	\$48,887.00
Subtotal:			\$142,397.00
Shipping:			Add Info to Get a Quote
Grand total			\$142,397.00

Taxes May Apply

websales@danasafety.com



Vision Upfitters, Inc.
 1008 W GRAND AVENUE
 CAMERON, MO 64429
Main: 816-632-3790
Fax: 816-632-3792

Printed On : 10/18/2021 11:15:41 AM (Serv. Writer:SK - Contact ID :3)

Status : **(Estimate)**
 Type : **Service**
 Contact ID :**3214**

Invoice #**80831**
 Date : **10/14/2021**

CHILLICOTHE POLICE DEPARTMENT

 613 WALNUT ST
 CHILLICOTHE, Missouri 64401
 UNITED STATES
 chanavan@chillimopd.org
 877-646-2185 - Work

Units for Service

Year	Make	Model Name (#)	VIN/Serial	Color	Description
2022	Ford	UTILITY PI (INTERCEPTOR)			
Unit Type	Engine Model	Engine Serial	Engine Type	SKU/Stock #	License #
SUV					
Odometer In	Odometer Out	Hours In	Hours Out		
0.00	0.00	0.00	0.00		

Job Title : REMOVE FOLLOWING EQUIPMENT OUT OF OLD CAR - (Estimate)

Shop Materials : \$13.05 + Labor : \$326.25 = \$339.30
 Job Total(Estimate) \$339.30

Service Required
 REMOVE

 COMPUTER DOCK
 PRINTER
 RADIO
 RADAR
 WEAPONS MOUNT
 FLASH LIGHT CHARGER
 remove camera system

Job Title : INSTALL PRODUCT REMOVED OUT OF OLD CAR - Model : INTERCEPTOR / VIN/Seria(Estimate)

Shop Materials : \$40.60 + Labor : \$1,015.00 = \$1,055.60
 Job Total(Estimate) \$1,055.60

Service Required
 MAY NEED NEW COAX AND ANIT NOT INCLUDED

- Computer Dock
- Printer
- Camera System
- Radio
- Radar
- Weapons Mount
- Flashlight Charger



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CHILLICOTHE POLICE DEPARTMENT

613 WALNUT ST
 CHILLICOTHE, Missouri 64401
 UNITED STATES
 chanavan@chillimopd.org
 877-646-2185 - Work

Job Title : INSTALL GRAPHICS - Model : INTERCEPTOR / VIN/Serial : (Estimate)

Item Number	Description	Qty Req	Qty Del	Item Price	Ext. Price
751 BLACK 30	BLACK	3	0		\$5.50
1080 WHITE GLOSS	WRAP WHITE GLOSS	8	0		\$18.75
Shop Materials : \$15.00 + Labor : \$375.00 =					\$390.00
Job Total(Estimate)					\$556.50

Service Required
 WHITE POLICE DECALS- ALONG PASS AND DR SIDE.
 BLACK "CHILLICOTHE" -LETTERING ON FRONT BOTTOM DOOR.
 SEAL- ON FRONT FENDER
 911 -BACK FENDER UNDER WINDOW
 UNIT NUMBER- ON TOP LEFT FRONT FENDER
 WHITE POLICE- ON HATCH LEFT ABOVE EMBLEM,
 UNIT NUMBER- HATCH RIGHT ABOVE EMBLEM
 EMERGENCY- ON HATCH TO THE LEFT OF HATCH HANDLE
 911-ON HATCH TO THE RIGHT OF HATCH HANDLE
 IN GOD WE TRUST- REAR BUMPER BETWEEN LIGHTS

Total Parts Requested : 11 Total Parts Delivered : 0

Invoice Notes
 MAY NEED NEW COAX AND ANTI NOT INCLUDED IN BID

car should come with all the lights and console
 not sure on face plates for radios should work out of old car .

Disclaimer
 Estimates are an approximation and are not guaranteed. Actual cost may change once all project elements are finalized and/or negotiated. Clients will be notified prior to any changes of cost. Estimates are valid for 90 days.

Estimate Totals		
Shop Materials	+	\$68.65
Labor	+	\$1,716.25
Item Total	+	\$166.50
Estimate Total	=	\$1,951.40

Totals		
*** Invoice Total	=	\$0.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$0.00
Balance Due	=	\$0.00

Deposit Paid \$0.00

Tax Name Tax Amount
 Exempt \$0.00

Signature _____

Sales Quote

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote No.	411479
Customer No.	MISC

Telephone: 800-845-0405

Bill To
 DO NOT POST \$ TO THIS ACCOUNT

Ship To
 DO NOT POST \$ TO THIS ACCOUNT

Contact:
 Telephone:
 E-mail:

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO F150 MARKED PATROL BUILD Warehouse: DROP Vin #:	0.0000	0.00
1	1	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: DROP Vin #: **LIST ALL VEHICLE INFO- TO INCLUDE DEALER PROVIDING	37,230.0000	37,230.00
1	1	N	VEHICLE INFO 2020 F-150 - WHITE PPV ECOBOOST 4X4 PATROL Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	EVP WEC EMERGENCY VEHICLE PRODUCTS Warehouse: MEMP Vin #:	9,654.0000	9,654.00
1	1	Y	GB2SP3J WEC LEGACY 54" RED BLUE Warehouse: DROP Vin #: 54" Blue/White front driver, Blue/Red front passenger full flood option blue/amber D. rear, blue/amber P. rear	0.0000	0.00
1	1	Y	MKEZ94 WEC 2015+ FORD F150 STRAP KIT Warehouse: DROP Vin #:	0.0000	0.00

Print Date	10/14/21
Print Time	02:55:27 PM
Page No.	1

Printed By: Cody Craig

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Entered By	Salesperson	Ordered By	Project Name		
Cody Craig	CODY CRAIG- MEMPHIS	MAPLES , CHIEF			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ETSS100N SOI SERIES 100N SPEAKER INCLUDES BAIL BRKT Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	ETSA481CSP SOI nERGY 400 Series Multi Function 100W SIREN Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	1K0574FDT15F150PDR SET 6VS SPT COATED POLY PARTITION F150 Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	BK2019FDT15F150 Setina PB400 Lighted Push Bumper Ford F150 Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: DROP Vin #: NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****	0.0000	0.00
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: DROP Vin #:	0.0000	0.00

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Print Time	02:55:27 PM
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Cody Craig	CODY CRAIG- MEMPHIS	MAPLES , CHIEF			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-VS-3000-F150-1 Havis Wide Body Console for F150 Warehouse: DROP Vin #: FACE PLATES NEEDED 1. 2. 3. 4.	0.0000	0.00
1	1	Y	C-CUP2-I HAV IN-CONSOLE DUAL CUP HOLDER Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP Vin #: REPLACES C-ARM-3 ARMREST *****	0.0000	0.00
1	1	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MEMP Vin #:	0.0000	0.00
1	1	Y	MISC Setina Window Bars, Steel, Vertical Warehouse: MEMP Vin #:	0.0000	0.00
1	1	Y	MISC Code-3 Runner Board Lights Warehouse: MEMP Vin #:	0.0000	0.00

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10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC Whelen Arges Spotlight Warehouse: MEMP Vin #:	0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: MEMP Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	125.0000	125.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MEMP Vin #:	1,875.0000	1,875.00
1	1	Y	MB8U25 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUNT Warehouse: DROP Vin #:	0.0000	0.00
1	1	Y	ANTENNA SPECIFY RADIO BAND FOR ANTENNA Warehouse: DROP Vin #:	0.0000	0.00
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		
Quote Good for 30 Days					

Print Date	10/14/21
Print Time	02:55:27 PM
Page No.	4

Subtotal	48,884.00
Freight	0.00
Order Total	48,884.00

Printed By: Cody Craig

Jon Maples

From: Cody Craig <ccraig@danasafetysupply.com>
Sent: Thursday, October 14, 2021 1:57 PM
To: jmaples@chillimopd.org
Subject: 411479 - F-150 PATROL
Attachments: 411479 - CHILICOTHE MO PD F-150 PATROL.pdf

Chief

Here is the F-150

if these vehicles are to be delivered, from Memphis to you there at the PD
we would quote that separately

I have a transport truck in arkansas that I use, I would honestly figure \$1200 total for all three, that could go up,
that could go down with Diesel Pricing also.

let me know if you want the vehicles held until next council meeting sir.
and as always, you can call me on my cell below, or text

thanks, Cody

Cody W. Craig
Dana Safety Supply
Regional Sales - AR/OK/MO/KS/TN
C: 501-413-1158 (Call or Text is Fine)

 Virus-free. www.avg.com

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10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: DROP Vin #: **LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING	36,521.0000	73,042.00
2	2	N	VEHICLE INFO 2021 FORD PIU BLACK -AWD V6 Warehouse: DROP Vin #:	0.0000	0.00
2	2	N	INFO FORD PI UTILITY Marked Patrol PACKAGE Warehouse: MEMP Vin #:	0.0000	0.00
2	2	Y	EVP WEC EMERGENCY VEHICLE PRODUCTS Warehouse: MEMP Vin #:	8,448.0000	16,896.00

Print Date	10/14/21
Print Time	02:50:59 PM
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10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	GB8SP3J WEC LEGACY 48" LIGHTBAR BLUE/RED Warehouse: MEMP Vin #: 48 IN, RED/WHITE DRIVER FRONT- BLUE/WHITE PASS FRONT W/ FULL FLOOD FEATURE RED/AMBER DRIVER REAR - BLUE/AMBER PASS REAR W TA FUNCTION. ** MOUNT KIT SOLD SEPERATELY** *****	0.0000	0.00
2	2	Y	MISC Strap Kit Warehouse: MEMP Vin #:	0.0000	0.00
2	2	Y	MISC Whelen WeCanX Core Siren & Controller Warehouse: MEMP Vin #:	0.0000	0.00
2	2	Y	MISC Whelen CANport OBDII Interface Warehouse: MEMP Vin #:	0.0000	0.00

Print Date	10/14/21
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DANA SAFETY SUPPLY, INC
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Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	WEC-ION WEC ION LED w/UNIVERSAL MOUNT Blue-Red Warehouse: MEMP Vin #: grille mount	0.0000	0.00
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MEMP Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	0.0000	0.00
4	4	Y	ENT2B3J SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT RED/BL Warehouse: MEMP Vin #: UNDER SIDE_VIEW MIRROR MOUNT	0.0000	0.00
2	2	Y	MISC Mounting Bracket Warehouse: MEMP Vin #:	0.0000	0.00
4	4	Y	AVC21RB WEC DUAL AVENGER II SOLO RED BLUE Warehouse: MEMP Vin #: REAR SIDE GLASS	0.0000	0.00
4	4	Y	TLIJ WEC R/B SPLIT ION T-SERIES LINEAR SURFACE MOUNT LI Warehouse: MEMP Vin #: Mounted Underneath the Rear Hatch	0.0000	0.00

Print Date	10/14/21
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10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7170-0734-01 GJ 2020+ FORD PIUT CONSOLE, ARMREST, & DUAL CUP Warehouse: MEMP Vin #: NO ADDITIONAL MOUNTING HARDWARE NECESSARY, MOUNTS DIRECTLY TO VEHICLE INCLUDES THE 7160-1446 CONSOLE, THE 7160-0846 INTERNAL CUP HOLDER, & THE 7160-0429 REAR MOUNTED ARMREST. PACKAGE INCLUDES THE FOLLOWING EQUIPMENT BRACKETS --- 1) 1) 1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALL *****	0.0000	0.00
2	2	Y	CM009785-1 HAV 2020 PIU HVAC Relocation Bracket Kit Warehouse: MEMP Vin #:	0.0000	0.00
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MEMP Vin #:	0.0000	0.00
2	2	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: MEMP Vin #:	0.0000	0.00

Print Date	10/14/21
Print Time	02:50:59 PM
Page No.	4

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Sales Quote

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PK1126ITU20TM SMC #10XL C Horizontal Sliding Window Warehouse: MEMP Vin #: Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)	0.0000	0.00
2	2	Y	PK0123ITU202ND SMC 12-VS EXP MTL CARGO BARRIER 2020+ FORD PIUT Warehouse: MEMP Vin #: VEHICLE - *****	0.0000	0.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MEMP Vin #: Includes installation of customer supplied radar, MDT & Mount, and radio	2,400.0000	4,800.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: MEMP Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	300.00
2	2	Y	C3RNRDC-60L-BWRW CODE 3 60" RUNNING BOARD,LEFT WIRE EXIT,DC,BWRW Warehouse: DROP Vin #:	0.0000	0.00

Print Date	10/14/21
Print Time	02:50:59 PM
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10/14/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
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Cody Craig		CODY CRAIG- MEMPHIS	MAPLES , CHIEF		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	C3RNRDC-60R-BWRW CODE 3 60" RUNNING BOARD,RIGHT WIRE EXIT,DC,BWRW Warehouse: DROP Vin #:	0.0000	0.00
2	2	Y	ANTENNA SPECIFY BAND OF ANTENNA Warehouse: DROP Vin #:	0.0000	0.00
2	2	Y	MB8U25 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUNT Warehouse: DROP Vin #:	0.0000	0.00
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		
			Quote Good for 30 Days		

Print Date	10/14/21
Print Time	02:50:59 PM
Page No.	6

Printed By: Cody Craig

Subtotal	95,038.00
Freight	0.00
Order Total	95,038.00

Jon Maples

From: Cody Craig <ccraig@danasafetysupply.com>
Sent: Thursday, October 14, 2021 1:52 PM
To: jmaples@chillimopd.org
Subject: 2 FORD PIU - CHILICOTHE MO POLICE
Attachments: 411478 - CHILICOTHE MO POLICE 2 FORD PIU - QUOTE.pdf


Chief Maples

Here is the 2021 Ford PIU Quote

I added the runner lights to each vehicle at your request.

also radio prep for your radio coax and antenna (no charge on that)

Cody W. Craig
Dana Safety Supply
Regional Sales - AR/OK/MO/KS/TN
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BILL NO. 2021- 72

ORDINANCE NO. 2021-

An Ordinance Authorizing A Contract with 42 C.A.R.E.S, Inc. For Medical Services for Medical Services For City Employees and Authorizing All Acts Necessary To Carry Out Such Contract

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHILLICOTHE, MISSOURI, AS FOLLOWS:

- Section 1.** The City Council approves and authorizes a Contract (the “contract”) with 42 C.A.R.E.S, Inc. for medical services for certain City employees, in the form on file with the City Clerk. The cost of such contract is \$5.50 per member for year.
- Section 2.** The City Council authorizes and directs the Mayor of the City of Chillicothe, Missouri to execute the Contract and to do any act needed to carry out the terms of such contract.
- Section 3.** The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
- Section 4.** This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

PASSED AND APPROVED THIS 25TH DAY OF OCTOBER, 2021.

CITY OF CHILLICOTHE, MISSOURI

Theresa Kelly, Mayor

ATTEST:

Rozanne Frampton, City Clerk

CONTRACT

This is a contract between 42 C.A.R.E.S., INC (42 CARES) and the City of Chillicothe, Missouri.

I. Parties

42 C.A.R.E.S., INC (42 CARES) is a Missouri non-profit corporation which provides certain medical services to its members. The City of Chillicothe is a municipality which has eligible employees who will benefit from the services provided by 42 CARES.

II. Compensation.

- A. 42 CARES shall provide services at the rate of \$5.50 per 66 members, per month, payable as an annual sum of *four thousand three hundred fifty-six dollars* (\$4,356.00) in one installment, by the 1st of November 2021. If the installment is not paid by the 15th of November 2021, 42 CARES may withhold provision of services or may cancel this contact at its option.
- B. If 42 CARES defaults in the performance of this Contract, in addition to any other remedies, the City of Chillicothe may withhold payment(s) until the default is cured.

III. Scope of Services.

42 CARES shall perform the following services for the qualified employees to the degree not inconsistent with any applicable Memorandum of Understanding or Collective Bargaining Agreement, if any, to which such qualified employee is subject (who are the City's fire fighters, police, and dispatchers) and their immediate families for which services are contracted:

A. Behavioral Health/Employee Assistance Program (EAP)

- 1. Offer all qualified employees, and their spouses and dependents, professional counseling, assessment, and referral through licensed clinicians. They will be eligible to receive 7 sessions per year.
- 2. Provide 24/7 emergency coverage through an assigned account representative, the EAP Director and other clinicians. 42 CARES shall provide a cellular number for a representative who shall be available in the event of an emergency. Such representative shall be trained on all aspects of the EAP program components and protocol.
- 3. Deliver support and consultation as needed in the development of an Occupational Stress Program.

4. Assist with facilitation of referral and level of care approval process for qualified employees and their dependents covered by insurance. EAP representatives shall participate in meetings with insurance company representatives as needed to facilitate improved coordination and ease of referral.
5. Assist with delivery of training modules for all qualified personnel as needed to increase participation and ensure adherence to the EAP policy.
6. Develop training module to all new qualified employees and newly promoted managers to stress, dispute management and other behavioral health issues.
7. Provide professional counseling, assessment and referral for those qualified employees who have been mandatorily referred pursuant to a relevant established drug and alcohol misuse testing policy. Such counseling, assessment and referral shall be in a manner consistent with any such policy.

B. Data Collection and Reporting

1. 42 CARES shall submit data quarterly to the City Auditor for internal review. This data shall be presented in a format needed for submission per request. All data shall be provided in format that complies with the input parameters for national survey instruments.
2. Data shall include activity reports and aggregate data from all clinical and health screenings. Individually protected health information will not be in such reports.

IV. Effective Date and Term of Agreement.

This Contract will become effective upon approval by the City Council and execution by the Mayor. This Contract shall terminate one year from its effective date. The City of Chillicothe is authorized to enter into one amendment to extend the term of this Contract of the same price, terms, and conditions.

V. Indemnification

- A. For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs, and reasonable attorneys' fees, including attorneys' fees incurred by the City of Chillicothe in the enforcement of this indemnity obligation.
 2. 42 CARES' Agents means it's officers, employees, consultants, subcontractors, successors, assignees, invitees, and other agents.
 3. The City of Chillicothe means its agents, officials, officers, and employees.

- B. 42 CARES' obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, to the City of Chillicothe shall be limited to the coverage and limits of insurance that 42 CARES is obligated to obtain. 42 CARES shall provide the City with proof of such insurance prior to the effective date of this Contract and thereafter during the term of the Contract on request by the City.
- C. 42 CARES shall defend, indemnify, and hold harmless the City of Chillicothe from and against all claims arising out of or resulting from all acts or omissions in connection with the services provided by this Contract, caused in whole or in part by 42 CARES' and its Agents or employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City of Chillicothe. 42 CARES is not obligated under this Section to indemnify of City of Chillicothe for the sole negligence of the City of Chillicothe.
- D. Nothing in this Section shall apply to indemnification for professional negligence.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City of Chillicothe's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

VI. Indemnification for Professional Negligence.

42 CARES shall indemnify, and hold harmless the City of Chillicothe and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by 42 CARES, its employees, agents, subcontractors, or caused by others for whom 42 CARES is liable, in the performance of professional services under this Contract. 42 CARES is not obligated under this Section to indemnify the City of Chillicothe for the negligent acts of City of Chillicothe or any of its agencies, officials, officers, or employees.

VII. Independent Contractor.

42 CARES is an independent contractor as regards the Scope of Work in this Contract, and is not the City of Chillicothe's agent or employee. 42 CARES has no authority to take any action or execute any documents on behalf of the City of Chillicothe in connection with such Scope of Work.

VIII. Insurance.

- A. 42 CARES shall procure and maintain, in effect throughout the duration of this Contract, insurance coverage not less than the types and amounts specified in

this Section. Policies containing a Self-Insured Retention are unacceptable to the City of Chillicothe unless the City of Chillicothe approves in writing the Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds.
 - b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - c. No Contractual Liability Limitation Endorsement.
2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of \$100,000 per accident with limits of \$500,000 disease-policy limit and \$100,000 disease-each employee.
3. Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
4. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
5. 42 CARES' failure to maintain the required insurance coverage will not relieve 42 CARES of its contractual obligation to indemnify the City of Chillicothe pursuant to the above Sections. If the coverage afforded is cancelled or changed or its renewal is refused, 42 CARES shall give at least thirty (30) days prior written notice to the City of Chillicothe. In the event of 42 CARES' failure to maintain the required insurance in effect, the City of Chillicothe may upon ten (10) days' notice and with an opportunity to cure within that period, pursue its remedies for breach of this Contract as provided for herein.
6. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the city of Chillicothe's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

IX. Governing Law.

The provisions of this Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties hereto submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri, waive any and all objections to jurisdiction and venue; and will not raise forum non conveniens as an objection to the location of any litigation.

X. Compliance with Laws.

42 CARES shall comply with all federal, state and local laws, ordinances and regulations applicable to the Scope of Services of this Contract.

XI. Termination.

The City of Chillicothe may, at any time upon ten (10) days' notice to 42 CARES specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by the City of Chillicothe, it shall be liable only for payment for services rendered before the effective date of termination.

XII. Default and Remedies.

If 42 CARES shall be in default or breach of any provision of this Contract, the City of Chillicothe may terminate this contract, suspend the City of Chillicothe's performance, withhold payment or invoke any other legal or equitable remedy after giving 42 CARES notice and opportunity to correct such default or breach.

XIII. Waiver.

A. Waiver by the City of Chillicothe of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City of Chillicothe and forbearance or indulgence by the City of Chillicothe in any regard whatsoever shall not constitute a waiver of same to be performed by 42 CARES to which the same may apply and, until complete performance by 42 CARES of the term, covenant or condition, the City of Chillicothe shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

B. Waiver by 42 CARES of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the 42 CARES and forbearance or indulgence by 42 CARES in any regard whatsoever shall not constitute a waiver of same to be performed by the City of Chillicothe to which the same may apply and, until complete performance by the City of Chillicothe of the term, covenant, or condition, 42 CARES shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or

indulgence.

XIV. Modification.

Unless stated otherwise in this Contract, no provision may be waived, modified or amended except in writing signed by the parties.

XV. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

XVI. Records.

- A. For purposes of this Section "Record" shall mean any document, book, paper, photograph, map, sound recordings, or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all amendments and renewals, but excludes, consistent with the Health Insurance Portability and Accountability Act, 45 CFR Part 160 and Subparts A and E of Part 164, medical records of the individual member who receives services from 42 CARES.
- B. 42 CARES shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all extensions. Subject to applicable state and federal law, the City of Chillicothe shall have a right to examine or audit all Records and 42 CARES shall provide access to the City of Chillicothe of all Records upon ten (10) days written notice from the City of Chillicothe.
- C. The books, documents, and records of 42 CARES in connection with this Contract shall be made available to the City of Chillicothe within ten (10) days after the written request is made.

XVII. Assignability.

42 CARES shall not assign or transfer any part, or all, of its obligation or interest in this Contract without prior written approval of the City of Chillicothe. If 42 CARES shall assign or transfer any of its obligations or interests under this Contract without the city of Chillicothe's prior written approval, it shall constitute a material breach of such Contract. This provision shall not prohibit 42 CARES from subcontracting as otherwise provided for herein.

XVIII. Subcontracting.

42 CARES may subcontract any part, or all, of its obligations or interests in this Contract. The utilization of subcontractors shall not relieve 42 CARES of any of its responsibilities under this Contract, and 42 CARES shall remain responsible to the city of Chillicothe for the negligent acts, errors, omissions, or neglect of any subcontractor and of such subcontractor's officers, agents, and employees. The City of Chillicothe shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. 42 CARES shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing 42 CARE's services hereunder.

XIX. Notices.

All notices required by this Contract shall be in writing to the following:

The City of Chillicothe
Attn. City Auditor
715 Washington
Chillicothe, MO 64601
Phone: 660-646-6811
Fax: 660-646-6011
Email: cityadmin@chillicothe-city.org

42 CARES:

Daniel Heizman President
International Association of Fire Fighters, Local No. 42
6320 Manchester Avenue, Suite 42A
Kansas City, Missouri 64133
Phone (816) 783-5444
Facsimile (816) 358-8383
dheizman@iaff42.org

All notices are effective when delivered in person; or upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail; or upon receipt after dispatch by registered or certified mail, postage prepaid; or on the next business day if transmitted by overnight courier (with confirmation of delivery); or three business days after the date of mailing, whichever is earlier.

XX. Necessary Approval.

This Contract shall only be executed and shall only become effective following the passage of an ordinance, resolution or other official act by the governing authority of the City of Chillicothe which authorizes such Contract.

XXI. Memoranda of Understanding and Collective Bargaining Agreements.

The Memoranda of Understanding and Collective Bargaining Agreements, if any,

which affect the rights of the employees for which services are contemplated, are marked as Attachments for reference to this Agreement.

Effective the date(s) set forth below.

City Of Chillicothe, Missouri

By: _____

Theresa Kelly, Mayor

Attest: _____

Rozanne Frampton, City Clerk

Signed on _____, 2021

42 C.A.R.E.S., INC.

By: _____

Daniel Heizman, President

Signed on _____, 2021

EXECUTIVE SESSION

October 25, 2021

1. Personnel: Hiring/promoting
2. Real Estate

Elizabeth (Liz) Fechtig
510 E. Jackson
Chillicothe, MO 64601
660-752-5279

October 15, 2021

TO: The City of Chillicothe

I, Liz Fechtig, am interested in purchasing the house and property that I maintain including the concrete pad at the back of the lot, at 510 E. Jackson, Chillicothe, MO 64601. I would like to offer \$35,000. This house is in desperate need of the following repairs that Jerry Nibarger would not fix:

- Need All New Windows (9) upstairs; (2) back porch; (6) downstairs.
- Need Back Porch Doors (2).
- Back Porch, far wall, has water damage, so the entire wall needs replaced.
- The East Wall of the Basement leaks and has foundation issues.

Pat Jones from Copeland Development has given me an estimate on all repairs. (See attached).

I personally have completed and paid for the following:

Carport: \$1,638.32

16 x 16 Deck: \$2,318.94

Hinnen Hauling (2 times) 25 ton Gravel for Driveway: \$1,340.84

Linoleum on Back Porch: \$773.58

Shrubs Removed: \$260.00

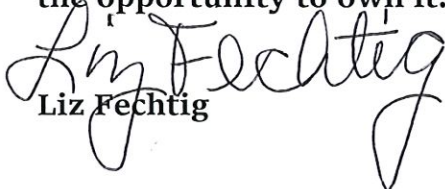
Bathroom Medicine Cabinet Mirrors: \$35.00

Chuck's Pest Control Inspection: \$65.00

Total spent in the past 7 years: \$4,794.57

I have all receipts if you would like to see them.

Thank you for your consideration of my offer, which reflects the work I have already financed. I am an active member of the Chillicothe community and have been here for over 30 years. I love this house and the property. I would sincerely appreciate the opportunity to own it. Please contact me with any questions.


Liz Fechtig



Proposal

Liz Fechtig
510 East Jackson
Chillicothe, MO. 64601

Re: Ms. Fechtig

Copeland Development & construction Co., Inc. is pleased to submit this proposal for the work on the project referenced above for a total price of Nineteen Thousand Eight Hundred Twelve Dollars and 80/100 (19,812.80). The following is a list of the repairs including all material and labor per item as detailed below.

Exterior work on the East side

1. Remove deteriorated siding and replace.	\$	4,754.56
2. Paint new siding with 1 coat primer and 2-coats paint.	\$	517.00
3. Remove deteriorated interior wall board and replace.	\$	877.54
4. Remove deteriorated base board and install new base board.	\$	249.00
5. Paint base board with 1-coat primer and 2-coats paint.	\$	97.51
6. Repair 2- doors on porch.	\$	150.00
7. Any unforeseen structure issues will be determined when viewed.	\$	TBD

Replace 9 total windows

1. Replace 9 total windows in various sizes.	\$	4,950.00
2. Any unforeseen structure issues will be determined when viewed.	\$	TBD

Repair north basement wall

1. Clean and grind cracks along north wall.	\$	775.00
2. Inject epoxy sealant into cracks.	\$	1,274.78
3. Install sump pump along north wall and discharge on exterior.	\$	2,785.00

The method described above is not a guarantee to stop the water for entering through the wall.

Repair cracks in living room ceiling

1. Remove the texture on the ceiling.	\$	615.25
2. Repair and coat cracks.	\$	76.00
3. Texture ceiling to match as close as possible to existing texture.	\$	575.00
4. Paint new texture with 1-coat primer and 1-coat paint.	\$	315.00

Not included is the re-enforcing of the ceiling joist for any movement in the future.

Total Amount:	\$	18,011.64
Over Head & Profit:	\$	1,801.16
Total Amount Due:	\$	19,812.80

Thank you for the opportunity to be of service! Please let me know if I can be of any further assistance.

Sincerely,

Pat Jones

MINUTES OF OCTOBER 5, 2021 MEETING
OF BOARD OF PUBLIC WORKS

A regular meeting of the Board of Public Works was held on October 5, 2021, at 7:00 a.m.

The following members were present:

Mary Turner – Ed Martens – Rolfe McCoy - Howard Weldon
Matt Hopper – General Manager

Also present were Katie Bolling, Finance Director; Casey Johnson, Electric Superintendent; Richard Allwood, Asst. Water Resources Superintendent; Troy Figg, Refuse Director; and Jennifer Flint, Executive Assistant.

The guests present were Mayor Theresa Kelly, and Councilmen Wayne Cunningham and Reed Dupy.

AWARD PRESENTATION

Jeff Arp, Loss Control Specialist for MIRMA, was present at the meeting to present CMU with a Risk Management Grant in the amount of \$4,777.65. Jeff reported that Katie Bolling submitted the grant applications for the purchases of a sewer camera in the amount of \$4,017.00 and an AED unit for the Office in the amount of \$760.65. Jeff stated this is a reimbursement grant in which the items are purchased and then MIRMA will reimburse the amount award.

BOARD MINUTES

Minutes of the Regular Board Meeting for September 21, 2021, were read and subsequently approved on a motion made by Ed Martens with Howard Weldon seconding the motion. The Board approved with Mary Turner, Ed Martens, Rolfe McCoy, and Howard Weldon all voting yes.

SALARIES AND INVOICES

Payments of salaries and invoices were presented to the Board for approval. Ed Martens made a motion to approve the payments of salaries and invoices with Howard Weldon seconding the motion. The Board approved with Mary Turner, Ed Martens, Rolfe McCoy, and Howard Weldon all voting yes.

ELECTRIC DEPARTMENT

A. Casey Johnson reported there has been another customer take advantage of the back lot line rebate. There was an inquiry if this rebate is available for the Ballentine area only. Matt stated that anyone interested in undergrounding their services where access to our services is difficult is eligible for the rebate. Casey also noted the line crew has been working South of Dorney Drive behind the duplexes reconductoring, cutting down trees, and cleaning up.

B. Casey stated the 27-minute outage on September 26th was due to a limb falling out of a tree located on the Country Club property onto the 69KV line. Casey reported that a semi had also pulled a couple of poles down along Gilbert Street on September 29th.

C. Casey reported he has been working with Allgier & Martin engineers on the Second Street Project.

D. Casey also reported that the IT Techs have noticed that Substation D's transformer is leaking oil into the tap changer. Casey stated that 3MD is expected to submit a quote for repairs.

E. Casey informed the Board that World Wide Turbine is scheduled to begin bore scoping on the Power Plant units.

F. Casey stated that 88 electric and 2347 water meters have been installed. Casey reported that Sensus has scheduled the SA training for October 8th.

WATER RESOURCES DEPARTMENT

A. Richard Allwood stated the staff at the Wastewater Treatment Plant and Water Treatment Plant have been performing normal maintenance and mowing at the facilities.

B. Richard reported the Underground Facility Crew has been busy doing locates and fixing water breaks. Richard stated that 807 water meters have just been received and will be installed.

C. Richard also reported that a drain line has been installed in the holding pond which will allow easier access to the pump when it is time to remove it for maintenance.

D. Richard noted the Underground Facility Crew has the lime equipment ready for land application. Richard stated that the land application process will start when the soil sample from Randy Price's farm ground is received.

REFUSE DEPARTMENT

A. Troy Figg stated that 91 customers took advantage of the Hazardous Waste Collection last Saturday, October 2nd. Troy stated that this number is down from previous years. Troy informed the Board that CMU will absorb the full cost from Safety Kleen as North Central Missouri Solid Waste District will not be assisting with the payment for collection. Troy indicated that North Central Missouri Solid Waste District is looking to start satellites collections sites and has asked CMU to apply to serve as a pilot collection site. Troy reported the crew has been busy breaking down material collected which takes the crew's extra time.

FINANCE DIRECTOR

A. Katie Bolling distributed a copy of the holiday calendar inserts that will be placed in customer statements notifying them of the upcoming days CMU will be closed and the alternate trash collection dates in November this year.

B. Katie also updated that Board on the online bill pay application for customers.

C. Katie also distributed a flyer indicating a NASB CD special for 7-months at 0.60% which requires opening a checking account along with the CD placement. Katie stated that the banks offering this program is out of the market area. It was suggested that area banks will likely follow suit and that we should wait to see if this program will become available in our market area.

D. Katie presented documents as a state of address on the overall financial overview showing the 2022 Revenue vs Expenses, Cash Level Policies, and Revenue by Account Type.

GENERAL MANAGER

Matt Hopper did not have a report.

EXECUTIVE SESSION

Rolfe McCoy made a motion to move into Executive Session at 7:25 a.m. with Howard Weldon seconding the motion. The Board approved with Mary Turner, Rolfe McCoy, and Howard Weldon all voting yes. Ed Martens excused himself earlier after the Finance Director's Report.

EXECUTIVE SESSION

At 7:25 a.m., Rolfe McCoy made a motion to go into Executive Session for a personnel matter. Howard Weldon seconded the motion and the Board approved with Mary Turner, Rolfe McCoy, and Howard Weldon all voting yes.

At 7:54 a.m., Rolfe McCoy made a motion to come out of the Executive Session. Howard Weldon seconded the motion and the Board approved with Mary Turner, Rolfe McCoy, and Howard Weldon all voting yes.

NEXT MEETING DATE

The next regular meeting is scheduled for Tuesday, October 19th, at 7:00 a.m. in the CMU meeting room.

There being no further business, the meeting adjourned at 7:55 a.m. on a motion by Rolfe McCoy and seconded by Howard Weldon. The Board approved with Mary Turner, Rolfe McCoy, and Howard Weldon all voting yes.

Mary A. Turner
Chairwoman

ATTEST: Ed Marten
Secretary

Minutes of meeting of the Chillicothe Airport Board

Meeting was held on 12 Oct. 2021 @ City Hall

Meeting was called to order by Board President Larry Heissey @ **5:15**

Roll call: Present- Larry Heissey, Jim Richey, Raymond Hamilton Brain Horton and Toby Calivere

Absent: Ron Cassity

Guest(s): Darrin Chappell, City Administrator

Ryan Demetz ,PE Aviation Project Manager with Locher

Minutes from 11 Aug 2020 was approved and motion made by Jim Richey and 2nd by Raymond Hamilton

No Financials report was available that is time.

Old Business—Discussion on delinquent of hanger payments and most of hanger payments are current.

New Business—discussion about about self-serve fuel.

MODOT is working on a 90/10 split.

MODOT is working on getting both Avgas and Jet A fueling system

Jet A fuel tank needs to be sized to correctly to sales.

Jet A will not store as long as Avgas

Life span on Jet A is shorter

Need a design contract in place and bids locked in place.

Fuel sales are about 375% compared to 2019.

Chillicothe airport is now known for it's good customer service and sales.

Upgrades to the fuel tanks will add sales.

Recommend fuel upgrade is @ this time is 100%.

Taxi way repair and resurface could possible be done by the street department.

Hanger development is needed to attract more business.

More growth/business raises the airport priority to the FAA

Motion was made to adourn by Larry Heissey and 2nd by Raymond Hamilton.

Notes taken for this meeting was Brain Horton

CITY OF CHILLICOTHE
RAILROAD ADVISORY BOARD
MEETING MINUTES
SEPTEMBER 21ST, 2021

1. The meeting was called to order at 5:15pm by the Board. Roll call taken and approved. Danny Gramenz volunteered to record the minutes.

2. Roll Call:

Present were: David May

Craig Irwin

Danny Gramenz

Also in Attendance were Darin Chappell – City Administrator, Derrick McIntyre – Motive Rail, & Reed Dupy – City Council.

3. Minutes of previous meeting:

The minutes of the Previous meeting were not available for adoption (They will be “caught up” before the Next meeting). Motion of approval was moved by David May and seconded by Danny Gramenz. Motion carried.

4. Review of Financials: No Financials were provided nor accepted and approved.

5. New Business:

Darin Chappell addressed concerns about the Sunoco Spur. It is in need of repair/replacement. Derrick McIntyre supported the concerns of Darin Chappell and a motion was raised to make the repairs/replacement. The Approx. cost of these repairs is around \$175,000. Darin will pursue a Cost Share on this project with Sunoco. The spur project should be completed by the end of November (weather permitting) as the City Council approved Emergency Funding for this project. A portion of our old roadbed South of Chillicothe on the abandoned track is causing flooding issues (retaining excess waters) with adjacent property owners and they are requesting permission to lower our roadbed in an area to allow water to escape their property faster. There will be no cost to us and after a check of liability issues this will be considered.

6. Old Business: Inspection Pit fencing was completed.

7. Adjournment:

Motion by David May to adjourn the meeting. Second by Craig Irwin. Motion carried and the meeting was adjourned. Next meeting is scheduled for November 16th of 2021.

Respectfully submitted by Danny Gramenz

CITY OF CHILLICOTHE
RAILROAD ADVISORY BOARD
MEETING MINUTES
MAY 25TH, 2021

1. The meeting was called to order at 5:15pm by the Board. Roll call taken and approved. Danny Gramenz volunteered to record the minutes.

2. Roll Call:

Present were: David May

Mel Gregg

Craig Irwin

Danny Gramenz

Also in Attendance were Darin Chappell – City Administrator, Theresa Kelly – Mayor, Derrick McIntyre – Motive Rail, Reed Dupy – City Council, and Chad Sayre from ALLSTATE CONSULTANTS with his guests and Support staff.

3. Minutes of previous meeting:

The minutes of the Previous meeting were presented for adoption. Motion of approval was moved by David May and seconded by Mel Gregg. Motion carried.

4. Review of Financials: A quick review followed and the financial Statements were accepted and approved by David May and seconded by Mel Gregg.

5. New Business:

A Presentation on the "Rails to Trails" proposal on a section of our Southern Property from Brunswick to the "End of our line" was Presented by Chad Sayre from ALLSTATE Consultants. This Presentation was very informative and lasted the entire meeting.

6. Old Business: Inspection Pit Completed for our Locomotives minus a tiny bit of fencing around the pit.

7. Adjournment:

Motion by David May to adjourn the meeting. Second by Craig Irwin. Motion carried and the meeting was adjourned. Next meeting is scheduled for August 17th of 2021.

Respectfully submitted by Danny Gramenz