



City Hall
117 S. Main Street
Fayette, MO 65248
Ph:(660) 248-5246
Fax:(660) 248-3502

Tentative Agenda

April 9, 2024

Regular Meeting of the Board of Alderman of the City of Fayette
Fayette City Hall, 117 South Main, Fayette, MO 65248
Tuesday, April 9, 2024 at 6:00 p.m.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS TO AND APPROVAL OF AGENDA**
- E. APPROVAL OF COUNCIL MEETING MINUTES OF MARCH 26, 2024**
- F. PAY RESOLUTION NO. 2024-07 APPROVING INVOICES FOR PAYMENT**
- G. RESOLUTION NO. 2024-08 CERTIFYING THE VOTES CAST IN THE MUNICIPAL ELECTION HELD ON APRIL 2, 2024.**
- H. ADJOURNMENT SINE DIE, SWEARING IN CEREMONY**

*******OATH OF OFFICE TO NEWLY-ELECTED OFFICIALS*******

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. CITY STAFF REPORTS:**
 - 1. City Marshal
 - 2. Public Works
 - 3. City Clerk
 - 4. City Attorney
 - 5. Assistant to the Mayor
- D. VISITORS:**
- E. CITIZEN PARTICIPATION:**



City Hall
117 S. Main Street
Fayette, MO 65248
Ph:(660) 248-5246
Fax:(660) 248-3502

F. NEW BUSINESS:

1. DISCUSSION AND/OR APPROVAL OF APPOINTMENT OF MAYOR PRO-TEM
2. DISCUSSION AND/OR APPROVAL OF APPOINTMENT OF BEKKI GALLOWAY TO THE TREE BOARD
3. DISCUSSION AND/OR APPROVAL OF FIREWORKS DISPLAY AGREEMENT WITH J&M DISPLAYS
4. DISCUSSION AND/OR APPROVAL OF BILL NO. 2024-08, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TERRITORIAL AGREEMENT WITH HOWARD COUNTY WATER DISTRICT (READ TWICE BY TITLE ONLY)
5. DISCUSSION AND/OR APPROVAL OF FRANCHISE AGREEMENT WITH WATER DISTRICT #1 FOR THE RECENTLY ANNEXED PORTION OF FAYETTE
6. DISCUSSION AND/OR APPROVAL OF AMENDMENT TO THE HOWARD COUNTY REGIONAL WATER COMMISSION WATER CONTRACT DATED APRIL 14, 2021
7. DISCUSSION AND/OR APPROVAL OF ANNUAL MAINTENANCE AGREEMENT, ANNUAL CERTIFICATION OF ORDINANCES, AND ANNUAL TRACKBACK AGREEMENT WITH GENERAL CODE

G. BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATE:

H. MOTION TO ADJOURN TO CLOSED SESSION PURSUANT TO RSMO CHAPTER 610.021 (2) LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENT BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFORE; RSMO CHAPTER 610.021 (3) HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED; RSMO CHAPTER 610.021 (13) INDIVIDUALLY IDENTIFIABLE PERSONAL RECORDS, PERFORMANCE RATING OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT

I. MOTION TO ADJOURNMENT:

**REGULAR MEETING OF THE BOARD OF ALDERMAN OF
THE CITY OF FAYETTE, MISSOURI
TUESDAY, MARCH 26 2024**

CALL TO ORDER

The regular meeting of the Board of Aldermen of the City of Fayette was called to order at 6:00 p.m. March 26, 2024 by Mayor Jeremy Dawson.

PLEDGE OF ALLEGIANCE

Everyone in the Chamber rose for the Pledge of Allegiance led by Alderwoman Peggy O’Connell.

ROLL CALL

Roll Call verified six Board Members present for the meeting.

Responding to the Roll Call: Alderwoman Peggy O’Connell, Alderwoman Michelle Ishmael, Alderwoman Marsha Broadus, Alderwoman Stephanie Ford, Alderwoman Ronda Gerlt, and Alderwoman Bekki Galloway.

ADDITIONS TO AND APPROVAL OF AGENDA.

Alderwoman Ford motioned to approve the March 26, 2024 agenda. Alderwoman O’Connell seconded the motion. Six voting Aye. Nays – none. Motion carried.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMAN HELD MARCH 12, 2024

Alderwoman Galloway motioned to approve the minutes of the Regular Meeting of the Board of Alderman held March 12, 2024. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion carried.

CITY STAFF REPORTS

CITY MARSHAL DAVID FORD

City Marshal David Ford had no comments

PUBLIC WORKS DIRECTOR DANNY DOUGHERTY

Public Works Director Danny Dougherty was absent

CITY CLERK JUDY THOMPSON

City Clerk Judy Thompson had no comments

CITY ATTORNEY NATHAN NICKOLAUS

City Attorney Nathan Nickolaus made everyone aware of the 2024 City Officials Seminar to be held in Fayette on May 17, 2024 from 8:00 a.m. until 3:00. There will be no charge for Fayette City Officials for the seminar.

ASSISTANT TO THE MAYOR MIKE DIMOND

Assistant to the Mayor, Mike Dimond asked the board if he could negotiate the contract with RTS Services, the City's trash service.

Mr. Dimond presented information regarding the City Hall repairs and asked the board to approve half of the interior repairs, the Utility Office part, to be paid out of the Electric Department's Facility Maintenance and Repairs due to the fact that additional items were needed to complete the repairs.

Alderwoman Galloway motioned to approve the expenses for the interior repairs to be split between the sinking fund and the Electric Building Maintenance and Repairs. Alderwoman O'Connell seconded the motion. Six voting Aye. Nays – None. The motion carried.

ARBOR DAY PROCLAMATION

Mayor Jeremy Dawson read and proclaimed that Friday, April 26, 2024 would be Arbor Day in the City of Fayette.

VISITORS

There were no visitors at this meeting

CITIZEN PARTICIPATION

Tristin Head

Tristin Head of TJ's Diner and Bar came to ask permission of the board to hold a Street Fair and Midget Wrestling event on April 28, 2024 starting at 4:00 p.m. City Marshal Ford stated that he would need a schematic of the event and Attorney Nickolaus commented that the board needs to approve the liquor license.

OLD BUSINESS

DISCUSSION AND/OR APPROVAL OF BILL NO. 2024-05, AN ORDINANCE OF THE CITY OF FAYETTE, MISSOURI AMENDING THE CITY CODE BY ADDING ONE NEW CHAPTER REGARDING ADULT ENTERTAINMENT

Discussion was held regarding the bill.

Alderman O'Connell motioned to table Bill No. 2024-05, An Ordinance of the City of Fayette, Missouri amending the City Code by adding one new chapter regarding adult entertainment, until June 2024. Alderman Galloway seconded the motion. Six voting Aye. Nays – None. Motion was tabled.

NEW BUSINESS

PAY RESOLUTION 2024-06 APPROVING INVOICES FOR PAYMENT

Alderman Ford motioned to approve Pay Resolution 2024-06, approving invoices for payment and salaries in the total sum of **\$242,625.68** which includes, General Fund \$81,792.35, Electric Fund \$24,167.23, Water Fund \$125,898.41, Sewer Fund \$10,767.69. Alderman Broadus seconded the motion. Six voting Aye. Nays – None. Motion carried.

DISCUSSION AND/OR APPROVAL TO ACCEPT SEALED BIDS FOR THE MOWING OF A PORTION OF THE SOUTHEAST CORNER OF THE FAYETTE CEMETERY.

Alderman Ford motioned to approve the lowest bid for Fayette Cemetery mowing for a term of one year from Travis Wies & Sons Lawncare. Alderman Gerlt seconded the motion. Six voting Aye. Nays – 0. Motion carried.

DISCUSSION AND/OR APPROVAL OF ORDINANCE NO. 2024-06, AN ORDINANCE AMENDING SECTIONS 225.490 AND 225.500 OF THE CITY CODE BY CHANGING THE MEMBERSHIP OF THE TREE BOARD

Alderman Ford motioned to approve **BILL NO. 2024-06, BY FIRST AND TITLE ONLY READING OF AN ORDINANCE AMENDING SECTIONS 225.490 AND 225.500 OF THE CITY CODE BY CHANGING THE MEMBERSHIP OF THE TREE BOARD.** Alderman O'Connell seconded the motion. Five voting Aye. One Abstaining. Nays – None. Motion carried.

Roll Call Vote: Ayes: Alderman Ford, Alderman Gerlt, Alderman O'Connell, Alderman Ishmael and Alderman Broadus, Abstained: Alderman Galloway, Nays – None.

Alderman Ford motioned to approve **BILL NO. 2024-06, BY SECOND AND TITLE ONLY READING OF AN ORDINANCE AMENDING SECTIONS 225.490 AND 225.500 OF THE CITY CODE BY CHANGING THE MEMBERSHIP OF THE TREE BOARD.** Alderman Ishmael seconded the motion. Five voting Aye. One Abstaining. Nays – None. Motion carried.

Roll Call Vote: Ayes: Alderman Ford, Alderman Gerlt, Alderman O'Connell, Alderman Ishmael and Alderman Broadus, Abstained: Alderman Galloway, Nays – None.

DISCUSSION AND/OR APPROVAL OF EXTENSION OF D.C. ROGERS WING WALL PROJECT DEADLINE

Alderman Galloway motioned to approve the extension of the D.C. Rogers Wing Wall project deadline until December 1, 2024. Alderman O'Connell seconded the motion. Six voting Aye. Nays – None. Motion carried.

Alderman Ford motioned to approve **BILL NO. 2024-07, BY FIRST AND TITLE ONLY READING OF AN ORDINANCE AMENDING CHAPTER 123 OF THE CITY CODE BY ADDING ONE NEW SECTION REGARDING RECORD RETENTION.** Alderman Gerlt seconded the motion. Six voting Aye. Nays – None. Motion carried.

Roll Call Vote: Ayes: Alderman Ford, Alderman Gerlt, Alderman Galloway, Alderman O’Connell, Alderman Ishmael and Alderman Broadus. Nays – None.

Alderman Ford motioned to approve **BILL NO. 2024-07, BY SECOND AND TITLE ONLY READING OF AN ORDINANCE AMENDING CHAPTER 123 OF THE CITY CODE BY ADDING ONE NEW SECTION REGARDING RECORD RETENTION.** Alderman O’Connell seconded the motion. Six voting Aye. Nays – None. Motion carried.

Roll Call Vote: Ayes: Alderman Galloway, Alderman Gerlt, Alderman Ford, Alderman O’Connell, Alderman Ishmael and Alderman Broadus. Nays – None.

DISCUSSION AND/OR APPROVAL OF REQUEST FROM FAYETTE OPTIMIST CLUB FOR SPONSORSHIP OF THE 2024 FAYETTE POWER PULL

Alderman Galloway motioned to approve supplying the water for the 2024 Fayette Power Pull. Alderman Broadus seconded the motion. Six voting Aye. Nays – None. Motion carried.

DISCUSSION AND/OR APPROVAL OF NEW BUSINESS LICENSE FOR MAE’B BOUTIQUE

Alderman Ford motioned to approve the new business license for Mae’B Boutique. Alderman O’Connell seconded the motion. Five voting Aye. One abstaining. Nays – None.

DISCUSSION AND/OR APPROVAL OF NEW BUSINESS LICENSE FOR MELLOWAY ENTERPRISES

Alderman Ford motioned to approve the new business license for Melloway Enterprises. Alderman Galloway seconded the motion. Six voting Aye. Nays – None.

BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATES

Alderman Peggy O’Connell

Alderman O’Connell stated that the Fayette Historic Preservation Commission still needs another member and that HPC annual property awards for Historic Preservation month will be presented in May.

Alderman Michelle Ishmael

Alderman Ishmael reported that Emily Doolin was doing well after her dog bite and shared that Ms. Doolin urged the Fayette Police Department to keep up on the dog situation in the city.

Mrs. Ishmael reported that there would be a Town Hall Meeting at the Howard County Courthouse Courtroom on April 4, 2024 at 6:00 p.m., and encouraged everyone to come and bring a friend.

Alderman Marsha Broadus

Alderman Broadus had no comments

Alderman Stephanie Ford

Alderman Ford had no comments

Alderman Ronda Gerlt

Alderman Gerlt had no comments.

Alderman Bekki Galloway

Alderman Galloway reported on the following topics:

- Mrs. Galloway suggested the police department apply for the Fayette Area Community Trust (Barker Fund) for a grant for the incinerator. Mr. Ford replied that he had already applied to the Barker Fund for something else. Mrs. Galloway suggested that the City apply.
- Speaking for the Tree Board, regarding tree harvesting at D.C. Rogers Lake, Forester Tyler Cox inspected lake trees and found that many were becoming rotten at the base due to damage from weed eaters and mowers. He suggested a thinning of trees be done but to be choosy about clearing too many of the Walnut trees.
- Mrs. Galloway reported that there would be Arbor Day activities at the school on April 26, 2024 and that the Tree Board tree giveaway will be on the courthouse square on April 27, 2024.
- No pet/dog's allowed signs are needed at Lembke and Paige-Liberty ball fields.

Alderman Ford motioned to move to closed session at 6:43 p.m. Alderman Ishmael seconded the motion. Six voting Aye. Nays – 0. Motion Carried.

Responding to the Roll Call: Alderman Ishmael, Alderman O'Connell Alderman Broadus, Alderman Ford, Alderman Gerlt and Alderman Galloway.

Alderman Ford motioned to adjourn closed session at 7:04 p.m. Alderman Ishmael seconded the motion. Six voting Aye. Nays – 0. Motion carried.

Roll call vote: Voting Aye: Alderman Ford, Alderman Gerlt, Alderman Galloway, Alderman Broadus, Alderman Ishmael and Alderman O'Connell Nays: None. Motion Carried.

ADJOURNMENT

Alderman Galloway motioned to adjourn at 7:04 p.m. Alderman O'Connell seconded the motion. Six voting Aye. Nays – 0. Motion carried.

Respectfully submitted by:

_____ Judith Thompson, City Clerk

_____ Jeremy Dawson, Mayor

RESOLUTION APPROVING PAYMENT OF INVOICES 2024-07

Be it Ordained by the Board of Aldermen of the City of Fayette, as follows:

Section 1: For the purpose of paying invoices and various accounts against the City of Fayette, which have been allowed by the Board of Aldermen, at the meeting thereof on April 9, 2024 the sum of **\$281,847.08**

General Fund	\$	62,771.95
Electric Fund	\$	186,369.75
Water Fund	\$	11,805.64
Sewer Fund	\$	20,899.74

Section 2: The City Clerk is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the accounts have been allowed as above amounting to **\$281,847.08** being the total amount of money above appropriated.

Section 3: This resolution shall take effect and be in force from and after its passage.

Approved April 9, 2024:

Jeremy Dawson, Mayor

Endorsed April 9, 2024: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the City Clerk's Payment Fund to meet the requirements of this ordinance.

Judith Thompson, City Clerk

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIR LINK RURAL BROADBAND 1234	TELEPHONE SERVICE		550.00	43007	4/09/24
AMAZON CAPITAL SERVICES, INC	CARHART & DRIFIRE SHIRTS		1,978.06	43008	4/09/24
AMERICAN TEST CENTER	FIRE TRUCK INSPECTION		605.00	43009	4/09/24
ANIXTER INC	TAPE ELECTRIC LINE MATERIALS		381.12	43010	4/09/24
AT&T INTERNET SERVICES	INTERNET SERVICE		192.55	43011	4/09/24
AT&T MOBILITY	MONTHLY CITY CELL BILLS		332.30	43012	4/09/24
AT&T U-VERSE INTERNET	INTERNET		85.60	43013	4/09/24
BOONE QUARRIES	ROCK		430.16	43014	4/09/24
BOONSLICK INDUSTRIES INC	APRIL SHRED SERVICE		34.72	43015	4/09/24
BUDGET BLINDS	WINDOW SHADES FOR CITY HALL		5,168.00	43051	4/01/24
CAPITAL SAND CO., INC.	1 LOAD OF SAND		113.87	43016	4/09/24
CARD SERVICES	SHELVES & POWER WASHER		3,140.27	43017	4/09/24
CUMMINS SALES AND SERVICE	SERVICE		1,065.86	43018	4/09/24
FAMILY SUPPORT PAYMENT CENTER	GARNISHMENTS		69.23	43003	3/27/24
FARM POWER LAWN & LEISURE, INC	NEW WEED EATER		412.99	43019	4/09/24
FAYETTE SENIOR CENTER	APRIL DONATION		150.00	43020	4/09/24
FAYETTE UTILITIES	UTILITES FIRE DEPT		303.40	43021	4/09/24
FUSION TECHNOLOGY	MICROSOFT 365		897.00	43022	4/09/24
GLASGOW EQUIPMENT CO. INC.	HOSE FOR BACKHOE		173.74	43023	4/09/24
GRAYBAR ELECTRIC COMPANY, INC.	LINE MATERIALS		4,773.02	43024	4/09/24
HEIDER ENVIRONMENTAL CONSULT.	COMPLETE EIA-860 FORMS		215.00	43025	4/09/24
HERITAGE INSURANCE, INC.	CITY PACKAGE POLICY RENEWAL		21,041.24	43026	4/09/24
HOME OIL COMPANY	OIL		238.45	43027	4/09/24
HOWARD CO EMERGENCY MANAGEMENT	EMERGENCY MANGMENT 04-06 2024		1,500.00	43028	4/09/24
HOWARD COUNTY CLERK	2024 APRIL ELETRONIC EXPENSE		2,840.42	43029	4/09/24
HOWARD COUNTY VET SERVICE	VET SERVICE		88.00	43030	4/09/24
HOWARD ELECTRIC CO-OP	ELECTRIC BILL		7,172.23	43031	4/09/24
HSA-C HAMMONS	HEALTH SAVINGS		100.00	28256966	3/27/24
HSA-D DOUGHERTY	HEALTH SAVINGS		50.00	28256965	3/27/24
HSA-D FORD	HEALTH SAVINGS		25.00	28256964	3/27/24
HSA-J THOMPSON	HEALTH SAVINGS		150.00	28256963	3/27/24
HSA-M SALAZAR	HEALTH SAVINGS		75.00	28256967	3/27/24
INOVATIA LABORATORIES LLC	LAGOON TESTS		82.50	43032	4/09/24
IRS	FED/FICA TAX		10,372.55	28256961	3/27/24
JASON HAMPTON	MILEAGE 11 DAYS TRAINING		907.83	43033	4/09/24
JUDITH THOMPSON	DESKS/CHAIRS/CABINETS/MATS		2,880.54	43034	4/09/24
LAUBER MUNICIPAL LAW, LLC	LEGAL SERVICES		2,220.00	43035	4/09/24
LIBERTY NATIONAL LIFE INS	INSURANCE		236.44	43036	4/09/24
MFA OIL AND PROPANE	PROPANE		370.00	43037	4/09/24
MIKE DIMOND	MILEAGE/ STAPLES COLUMBIA		56.33	43038	4/09/24
MISSOURI ONE CALL SYSTEM INC	1ST QUARTER 2024		91.80	43039	4/09/24
MO DEPT OF REV (PAYROLL)	STATE TAX		2,744.50	28256962	3/27/24
MPUA	MONTHLY ELECTRIC BILL		154,098.57	43040	4/09/24
O'REILLY AUTOMOTIVE	OIL FILTER & MOTOR OIL		126.17	43041	4/09/24
PITTENGER LAW GROUP LLC	GARNISHMENTS		425.57	43004	3/27/24
PWSD#2 HOWARD COUNTY	WATER DOG POUND		47.97	43042	4/09/24
Q SECURITY SOLUTIONS LLC	CENTRAL DISPATCH MONITORING		41.00	43043	4/09/24
RIEKHOF LAW OFFICE LLC	LEGAL SERVICES APRIL '24		850.00	43044	4/09/24
RTS WASTE SERVICES LLC	MARCH TRASH SERVICE		11,933.50	43045	4/09/24
RUSH TRUCK CENTERS OF MO, INC	TRUCK REPAIR-2010 FREIGHTLINER		1,742.14	43053	4/05/24
SOCKET	MULES BACKUP		200.00	43046	4/09/24
SOUND SOLUTIONS	VCM SYSTEM		30.00	43047	4/09/24
STANDARD LIFE INSURANCE	MARCH EMPLOYEE PREMIUM	429.44		28256968	4/01/24
STANDARD LIFE INSURANCE	APRIL EMPLOYEE PREMIUMS	418.44	847.88	28256969	4/01/24

CLAIMS REPORT
Vendor Checks: 3/27/2024- 4/09/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SUMNER ONE, INC.	LEASE / RENTAL TA-4501I		516.48	43048	4/09/24
JSA MEDIA, LLC	POOL MANAGER & LIFEGUARD AD		575.50	43049	4/09/24
TRK HYDRAULICS LLC	HYDRAULIC LEAK		620.49	43050	4/09/24
Accounts Payable Total			246,369.99		

Payroll Checks

	01 GENERAL		17,225.45
	02 ELECTRIC		8,589.43
0.00 *	03 WATER		5,606.67
	04 SEWER		4,055.54
246,369.99 +	Total Paid On: 3/27/24		35,477.09
5,168.00 -			
69.23 -	Total Payroll Paid		35,477.09
100.00 -			
50.00 -			
25.00 -	Report Total		281,847.08
150.00 -			
75.00 -		0.00 *	
10,372.55 -			
2,744.50 -		35,477.09 +	
425.57 -		69.23 +	
1,742.14 -		100.00 +	
847.88 -		50.00 +	
224,600.12 *		25.00 +	
		150.00 +	
0.00 *		75.00 +	
		10,372.55 +	
		2,744.50 +	
0.00 *		425.57 +	
		847.88 +	
224,600.12 +		50,336.82 *	
69.23 +			
100.00 +		0.00 *	
50.00 +			
25.00 +			
150.00 +		0.00 *	
75.00 +			
10,372.55 +		281,847.08 +	
2,744.50 +		224,600.12 -	
425.57 +		50,336.82 -	
847.88 +		5,168.00 -	
239,459.85 *		1,742.14 -	
		0.00 *	
0.00 *			
		0.00 *	

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL	62,771.95
02	ELECTRIC	186,369.75
03	WATER	11,805.64
04	SEWER	20,899.74

	TOTAL FUNDS	281,847.08

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
1 #128740 CITY CLERK PAYMENT FND								
43007	4/09/2024	2633	AIR LINK RURAL BROADBAND 1234	550.00				
43008	4/09/2024	2828	AMAZON CAPITAL SERVICES, INC	1,978.06				
43009	4/09/2024	2786	AMERICAN TEST CENTER	605.00				
43010	4/09/2024	2151	ANIXTER INC	381.12				
43011	4/09/2024	2311	AT&T INTERNET SERVICES	192.55				
43012	4/09/2024	2198	AT&T MOBILITY	332.30				
43013	4/09/2024	2520	AT&T U-VERSE INTERNET	85.60				
43014	4/09/2024	1723	BOONE QUARRIES	430.16				
43015	4/09/2024	2949	BOONSLICK INDUSTRIES INC	34.72				
43016	4/09/2024	1030	CAPITAL SAND CO., INC.	113.87				
43017	4/09/2024	2571	CARD SERVICES	3,140.27				
43018	4/09/2024	2564	CUMMINS SALES AND SERVICE	1,065.86				
43019	4/09/2024	1082	FARM POWER LAWN & LEISURE, INC	412.99				
43020	4/09/2024	1360	FAYETTE SENIOR CENTER	150.00				
43021	4/09/2024	1086	FAYETTE UTILITIES	303.40				
43022	4/09/2024	1822	FUSION TECHNOLOGY	897.00				
43023	4/09/2024	1113	GLASGOW EQUIPMENT CO. INC.	173.74				
43024	4/09/2024	2926	GRAYBAR ELECTRIC COMPANY, INC.	4,773.02				
43025	4/09/2024	2259	HEIDER ENVIRONMENTAL CONSULT.	215.00				
43026	4/09/2024	2947	HERITAGE INSURANCE, INC.	21,041.24				
43027	4/09/2024	1136	HOME OIL COMPANY	238.45				
43028	4/09/2024	2887	HOWARD CO EMERGENCY MANAGEMENT	1,500.00				
43029	4/09/2024	1448	HOWARD COUNTY CLERK	2,840.42				
43030	4/09/2024	1138	HOWARD COUNTY VET SERVICE	88.00				
43031	4/09/2024	1143	HOWARD ELECTRIC CO-OP	7,172.23				
43032	4/09/2024	1835	INOVATIA LABORATORIES LLC	82.50				
43033	4/09/2024	3011	JASON HAMPTON	907.83				
43034	4/09/2024	2931	JUDITH THOMPSON	2,880.54				
43035	4/09/2024	2704	LAUBER MUNICIPAL LAW, LLC	2,220.00				
43036	4/09/2024	2331	LIBERTY NATIONAL LIFE INS	236.44				
43037	4/09/2024	2725	MFA OIL AND PROPANE	370.00				
43038	4/09/2024	2989	MIKE DIMOND	56.33				
43039	4/09/2024	2002	MISSOURI ONE CALL SYSTEM INC	91.80				
43040	4/09/2024	1513	MPUA	154,098.57				
43041	4/09/2024	1239	O'REILLY AUTOMOTIVE	126.17				
43042	4/09/2024	1406	PWSD#2 HOWARD COUNTY	47.97				
43043	4/09/2024	1663	Q SECURITY SOLUTIONS LLC	41.00				
43044	4/09/2024	2363	RIEKHOF LAW OFFICE LLC	850.00				
43045	4/09/2024	2845	RTS WASTE SERVICES LLC	11,933.50				
43046	4/09/2024	2703	SOCKET	200.00				
43047	4/09/2024	2824	SOUND SOLUTIONS	30.00				
43048	4/09/2024	2145	SUMNER ONE, INC.	516.48				
43049	4/09/2024	1057	JSA MEDIA, LLC	575.50				
43050	4/09/2024	3003	TRK HYDRAULICS LLC	620.49				

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	224,600.12
CLEARED	.00

BANK 1 TOTAL	224,600.12
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL	35,821.38	35,821.38	.00	.00
02	ELECTRIC	169,733.99	169,733.99	.00	.00
03	WATER	3,841.41	3,841.41	.00	.00
04	SEWER	15,203.34	15,203.34	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
***** CHECK SUMMARY *****

BANK#	BANK NAME	DESCRIPTION
CHECK#		

1 #128740 CITY CLERK PAYMENT FND

43007 Thru 43050 Accounts Payable Checks

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
31085	1	1030	4/09/24	CAPITAL SAND CO., INC. 1 LOAD OF SAND	113.87	43016		
				** VENDOR TOTAL **	113.87	113.87	.00	113.87
46-16965	1	1057	4/09/24	JSA MEDIA, LLC POOL MANAGER & LIFE GUARD	286.20	43049		
46-16977	1	01	4/09/24	MIDS FOR MOWING CEMETARY	47.70	43049		
46.16927	1	01	4/09/24	STREET DEPT SUPERINTENDE	241.60	43049		
				** VENDOR TOTAL **	575.50	575.50	.00	575.50
01-82559	1	1082	4/09/24	FARM POWER LAWN & LEISURE, INC WEED EATER STRING	62.00	43019		
01-82578	1	01	4/09/24	NEW WEED EATER	350.99	43019		
				** VENDOR TOTAL **	412.99	412.99	.00	412.99
02/15-03/19	1	1086	4/09/24	FAYETTE UTILITIES UTILITES FIRE DEPT	303.40	43021		
				** VENDOR TOTAL **	303.40	303.40	.00	303.40
01-38557	1	1113	4/09/24	GLASGOW EQUIPMENT CO. INC. HOSE FOR BACKHOE	173.74	43023		
				** VENDOR TOTAL **	173.74	173.74	.00	173.74
033024	1	1136	4/09/24	HOME OIL COMPANY OIL	146.30	43027		
033024	2	01	4/09/24	OIL	100.79	43027		
033024	3	01	4/09/24	OIL	8.64	43027		
				** TOTAL **	238.45	238.45	.00	238.45
				** VENDOR TOTAL **	238.45	238.45	.00	238.45
6759	1	1138	4/09/24	HOWARD COUNTY VET SERVICE VET SERVICE	88.00	43030		
				** VENDOR TOTAL **	88.00	88.00	.00	88.00
2892001040124	1	1143	4/09/24	HOWARD ELECTRIC CO-OP ELECTRIC BILL	7062.96	43031		
2953001040124	1	01	4/09/24	UTILITIES SHELTER HOUSE	39.00	43031		
306001040124	1	04	4/09/24	UTILITIES MO PAC LIFT STA	70.27	43031		
				** VENDOR TOTAL **	7172.23	7172.23	.00	7172.23
				1239 O'REILLY AUTOMOTIVE				

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
		1239		O'REILLY AUTOMOTIVE				
4090-259588	1	02	4/09/24	FUSES FOR BUCKET TRUCK	10.58	43041		
4090-260211	1	04	4/09/24	OIL FILTER & MOTOR OIL	115.59	43041		
				** VENDOR TOTAL **	126.17	126.17	.00	126.17
		1360		FAYETTE SENIOR CENTER				
040124	1	01	4/09/24	APRIL DONATION	150.00	43020		
				** VENDOR TOTAL **	150.00	150.00	.00	150.00
		1406		PWSD#2 HOWARD COUNTY				
032524	1	01	4/09/24	WATER DOG POUND	47.97	43042		
				** VENDOR TOTAL **	47.97	47.97	.00	47.97
		1448		HOWARD COUNTY CLERK				
4.8.2024	1	01	4/09/24	2024 APRIL ELETRONIC EXP	2840.42	43029		
				** VENDOR TOTAL **	2840.42	2840.42	.00	2840.42
		1513		MPUA				
23919	1	02	4/09/24	MONTHLY ELECTRIC BILL	154098.57	43040		
				** VENDOR TOTAL **	154098.57	154098.57	.00	154098.57
		1663		Q SECURITY SOLUTIONS LLC				
73039	1	01	4/09/24	CENTRAL DISPATCH MONITOR	41.00	43043		
				** VENDOR TOTAL **	41.00	41.00	.00	41.00
		1723		BOONE QUARRIES				
972836	1	03	4/09/24	ROCK	224.77	43014		
972837	1	03	4/09/24	ROCK	205.39	43014		
				** VENDOR TOTAL **	430.16	430.16	.00	430.16
		1822		FUSION TECHNOLOGY				
41562	1	01	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	2	01	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	3	01	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	4	02	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	5	01	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	6	03	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	7	01	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
41562	8	04	4/09/24	MAINTENANCE AGREEMENT	86.25	43022		
				** TOTAL **	690.00	690.00	.00	690.00
41563	1	01	4/09/24	MICROSOFT 365	207.00	43022		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
				1822 FUSION TECHNOLOGY				
				** VENDOR TOTAL **	897.00	897.00	.00	897.00
				1835 INOVATIA LABORATORIES LLC				
30336	1	04	4/09/24	LAGOON TESTS	35.00	43032		
30387	1	04	4/09/24	LAGOON TESTS	47.50	43032		
				** VENDOR TOTAL **	82.50	82.50	.00	82.50
				2002 MISSOURI ONE CALL SYSTEM INC				
4030905	1	01	4/09/24	1ST QUARTER 2024	22.95	43039		
4030905	2	02	4/09/24	1ST QUARTER 2024	22.95	43039		
4030905	3	03	4/09/24	1ST QUARTER 2024	22.95	43039		
4030905	4	04	4/09/24	1ST QUARTER 2024	22.95	43039		
				** TOTAL **	91.80	91.80	.00	91.80
				** VENDOR TOTAL **	91.80	91.80	.00	91.80
				2145 SUMNER ONE, INC.				
3895511	1	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	2	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	3	02	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	4	03	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	5	04	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	6	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	7	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	8	02	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	9	03	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	10	04	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	11	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
3895511	12	01	4/09/24	LEASE / RENTAL TA-4501I	43.04	43048		
				** TOTAL **	516.48	516.48	.00	516.48
				** VENDOR TOTAL **	516.48	516.48	.00	516.48
				2151 ANIXTER INC				
5986980-01	1	02	4/09/24	TAPE ELECTRIC LINE MATER	381.12	43010		
				** VENDOR TOTAL **	381.12	381.12	.00	381.12
				2198 AT&T MOBILITY				
4012024	1	01	4/09/24	MONTHLY CITY CELL BILLS	195.12	43012		
4012024	2	01	4/09/24	MONTHLY CITY CELL BILLS	44.11	43012		
4012024	3	04	4/09/24	MONTHLY CITY CELL BILLS	44.11	43012		
4012024	4	01	4/09/24	MONTHLY CITY CELL BILLS	48.96	43012		
				** TOTAL **	332.30	332.30	.00	332.30
				** VENDOR TOTAL **	332.30	332.30	.00	332.30
				2259 HEIDER ENVIRONMENTAL CONSULT.				
3825	1	02	4/09/24	COMPLETE EIA-860 FORMS	107.50	43025		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
				2259 HEIDER ENVIRONMENTAL CONSULT.				
3825	2	03	4/09/24	COMPLETE EIA-860 FORMS	107.50	43025		
				** TOTAL **	215.00	215.00	.00	215.00
				** VENDOR TOTAL **	215.00	215.00	.00	215.00
				2311 AT&T INTERNET SERVICES				
031724	1	04	4/09/24	INTERNET SERVICE	192.55	43011		
				** VENDOR TOTAL **	192.55	192.55	.00	192.55
				2331 LIBERTY NATIONAL LIFE INS				
040124	1	01	4/09/24	INSURANCE	217.47	43036		
040124	2	02	4/09/24	INSURANCE	6.32	43036		
040124	3	03	4/09/24	INSURANCE	6.32	43036		
040124	4	04	4/09/24	INSURANCE	6.33	43036		
				** TOTAL **	236.44	236.44	.00	236.44
				** VENDOR TOTAL **	236.44	236.44	.00	236.44
				2363 RIEKHOF LAW OFFICE LLC				
040124	1	01	4/09/24	LEGAL SERVICES APRIL '24	850.00	43044		
				** VENDOR TOTAL **	850.00	850.00	.00	850.00
				2520 AT&T U-VERSE INTERNET				
032124	1	01	4/09/24	INTERNET	85.60	43013		
				** VENDOR TOTAL **	85.60	85.60	.00	85.60
				2564 CUMMINS SALES AND SERVICE				
C3-59734	1	04	4/09/24	SERVICE	1065.86	43018		
				** VENDOR TOTAL **	1065.86	1065.86	.00	1065.86
				2571 CARD SERVICES				
040124	1	04	4/09/24	PAPER TOWELS & TOILET PA	42.96	43017		
040124	2	02	4/09/24	PENS/PAPER/SHARPIE	158.62	43017		
040124	3	02	4/09/24	SHELVES & POWER WASHER	689.94	43017		
040124	4	01	4/09/24	CLOCK FOR ADMIN OFFICE &	18.83	43017		
040124	5	01	4/09/24	DONUTS FOR LAGERS MEETIN	36.00	43017		
040124	6	02	4/09/24	HAND TOOLS	234.67	43017		
040124	7	01	4/09/24	ZOOM	15.99	43017		
040124	8	01	4/09/24	ZOOM	15.99	43017		
040124	9	01	4/09/24	AMMO	531.12	43017		
040124	10	01	4/09/24	PAPER TOWELS & TISSUE	18.30	43017		
040124	11	01	4/09/24	ICLOUD	9.99	43017		
040124	12	01	4/09/24	HOTEL FOR GREGS TRAINING	497.07	43017		
040124	13	02	4/09/24	LED LIGHTS FOR CITY HALL	337.88	43017		
040124	14	03	4/09/24	MILWAUKEE SAWZALL/ BATTE	179.00	43017		
040124	15	01	4/09/24	MOIA CONFERENCE GREG LAN	337.89	43017		
040124	16	01	4/09/24	SUBSCRIPTION	16.02	43017		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
				2571 CARD SERVICES				
				** TOTAL **	3140.27	3140.27	.00	3140.27
				** VENDOR TOTAL **	3140.27	3140.27	.00	3140.27
				2633 AIR LINK RURAL BROADBAND 1234				
150375	1	01	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	2	01	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	3	01	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	4	01	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	5	01	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	6	02	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	7	03	4/09/24	TELEPHONE SERVICE	68.75	43007		
150375	8	04	4/09/24	TELEPHONE SERVICE	68.75	43007		
				** TOTAL **	550.00	550.00	.00	550.00
				** VENDOR TOTAL **	550.00	550.00	.00	550.00
				2703 SOCKET				
0424-2001262	1	01	4/09/24	MULES BACKUP	200.00	43046		
				** VENDOR TOTAL **	200.00	200.00	.00	200.00
				2704 LAUBER MUNICIPAL LAW, LLC				
26731	1	01	4/09/24	LEGAL SERVICES	1720.00	43035		
26732	1	01	4/09/24	LEGAL SERVICES	500.00	43035		
				** VENDOR TOTAL **	2220.00	2220.00	.00	2220.00
				2725 MFA OIL AND PROPANE				
3582791	1	04	4/09/24	PROPANE	370.00	43037		
				** VENDOR TOTAL **	370.00	370.00	.00	370.00
				2786 AMERICAN TEST CENTER				
2232142	1	01	4/09/24	FIRE TRUCK INSPECTION	605.00	43009		
				** VENDOR TOTAL **	605.00	605.00	.00	605.00
				2824 SOUND SOLUTIONS				
125730	1	01	4/09/24	VCM SYSTEM	30.00	43047		
				** VENDOR TOTAL **	30.00	30.00	.00	30.00
				2828 AMAZON CAPITAL SERVICES, INC				
119T-HDFG-4RGY	1	02	4/09/24	LINE MATERIALS	570.32	43008		
1FR6-KXDR-4C9W	1	01	4/09/24	4 PACK TABLE CLOTHS	49.99	43008		
1J3Y-W9DV-1H6H	1	01	4/09/24	BATHROOM SIGN	10.33	43008		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
		2828		AMAZON CAPITAL SERVICES, INC				
1QHH-H9Y7-1DWT	1	02	4/09/24	CARHART & DRIFIRE SHIRTS	1325.73	43008		
IMGC-H6CD-XWMM	1	02	4/09/24	DYMO LABEL TAPE	21.69	43008		
		** VENDOR TOTAL **			1978.06	1978.06	.00	1978.06
		2845		RTS WASTE SERVICES LLC				
04012024	1	01	4/09/24	MARCH TRASH SERVICE	11933.50	43045		
		** VENDOR TOTAL **			11933.50	11933.50	.00	11933.50
		2887		HOWARD CO EMERGENCY MANAGEMENT				
0405062024	1	01	4/09/24	EMERGENCY MANGMENT 04-06	1500.00	43028		
		** VENDOR TOTAL **			1500.00	1500.00	.00	1500.00
		2926		GRAYBAR ELECTRIC COMPANY, INC.				
9336053633	1	02	4/09/24	LINE MATERIALS	4206.76	43024		
9336428164	1	02	4/09/24	LINE MATERIALS	138.51	43024		
9336448856	1	02	4/09/24	LINE MATERIALS	427.75	43024		
		** VENDOR TOTAL **			4773.02	4773.02	.00	4773.02
		2931		JUDITH THOMPSON				
STAPLES	1	02	4/09/24	DESKS/CHAIRS/CABINETS/MA	2880.54	43034		
		** VENDOR TOTAL **			2880.54	2880.54	.00	2880.54
		2947		HERITAGE INSURANCE, INC.				
000652103	1	01	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	2211.43	43026		
000652103	2	01	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	4079.90	43026		
000652103	3	01	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	1264.58	43026		
000652103	4	01	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	1416.08	43026		
000652103	5	01	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	1157.27	43026		
000652103	6	02	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	940.54	43026		
000652103	7	02	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	2312.43	43026		
000652103	8	03	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	988.94	43026		
000652103	9	03	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	1691.72	43026		
000652103	10	04	4/09/24	CITY PACKAGE POLICY RENE CHECK VENDOR # 2888	4978.35	43026		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
		2947		HERITAGE INSURANCE, INC.				
				** TOTAL **	21041.24	21041.24	.00	21041.24
				** VENDOR TOTAL **	21041.24	21041.24	.00	21041.24
017544	1	2949	01	BOONSLICK INDUSTRIES INC 4/09/24 APRIL SHRED SERVICE	34.72	43015		
				** VENDOR TOTAL **	34.72	34.72	.00	34.72
PR20240127A	1	2958	01	MO DEPT OF REV (PAYROLL) 1/31/24 OVERPAY ON STATE TAXES	.50-28256928E			
				** VENDOR TOTAL **	.50-	.50-	.00	.50-
040124	1	2989	01	MIKE DIMOND 4/09/24 MILEAGE/ STAPLES COLUMBI	56.33	43038		
				** VENDOR TOTAL **	56.33	56.33	.00	56.33
2300016	1	3003	02	TRK HYDRAULICS LLC 4/09/24 HYDRAULIC LEAK	370.49	43050		
2300017	1		02	4/09/24 CHECK DIGGER TRUCK	250.00	43050		
				** VENDOR TOTAL **	620.49	620.49	.00	620.49
02/14-03/22	1	3011	04	JASON HAMPTON 4/09/24 MILEAGE 11 DAYS TRAINING MACON MO	907.83	43033		
				** VENDOR TOTAL **	907.83	907.83	.00	907.83
				** E-PAYMENT TOTAL **				.50-
				** PRINTD CHK TOTAL **				224600.12
				** GRAND TOTAL **	224599.62	224599.62	.00	224599.62

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT		113.87	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	113.87		
01-00-1000	CASH ACCOUNT		286.20	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	286.20		
01-00-1000	CASH ACCOUNT		47.70	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	47.70		
01-00-1000	CASH ACCOUNT		241.60	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	241.60		
01-00-1000	CASH ACCOUNT		62.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	62.00		
01-00-1000	CASH ACCOUNT		350.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	350.99		
01-00-1000	CASH ACCOUNT		303.40	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	303.40		
03-00-1000	CASH ACCOUNT		173.74	
03-00-2000	ACCOUNTS PAYABLE	173.74		
01-00-1000	CASH ACCOUNT		146.30	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	146.30		
01-00-1000	CASH ACCOUNT		100.79	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	100.79		
01-00-1000	CASH ACCOUNT	8.64		
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND		8.64	
01-00-1000	CASH ACCOUNT		88.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	88.00		
04-00-1000	CASH ACCOUNT		7062.96	
04-00-2000	ACCOUNTS PAYABLE	7062.96		
01-00-1000	CASH ACCOUNT		39.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	39.00		
04-00-1000	CASH ACCOUNT		70.27	
04-00-2000	ACCOUNTS PAYABLE	70.27		
02-00-1000	CASH ACCOUNT		10.58	
02-00-2000	ACCOUNTS PAYABLE	10.58		
04-00-1000	CASH ACCOUNT		115.59	
04-00-2000	ACCOUNTS PAYABLE	115.59		
01-00-1000	CASH ACCOUNT		150.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	150.00		
01-00-1000	CASH ACCOUNT		47.97	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	47.97		
01-00-1000	CASH ACCOUNT		2840.42	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	2840.42		
02-00-1000	CASH ACCOUNT		154098.57	
02-00-2000	ACCOUNTS PAYABLE	154098.57		
01-00-1000	CASH ACCOUNT		41.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	41.00		
03-00-1000	CASH ACCOUNT		224.77	
03-00-2000	ACCOUNTS PAYABLE	224.77		
03-00-1000	CASH ACCOUNT		205.39	
03-00-2000	ACCOUNTS PAYABLE	205.39		
01-00-1000	CASH ACCOUNT		86.25	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	86.25		
01-00-1000	CASH ACCOUNT		86.25	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	86.25		
01-00-1000	CASH ACCOUNT		86.25	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	86.25		

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
02-00-1000	CASH ACCOUNT		86.25	
02-00-2000	ACCOUNTS PAYABLE	86.25		
01-00-1000	CASH ACCOUNT		86.25	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	86.25		
03-00-1000	CASH ACCOUNT		86.25	
03-00-2000	ACCOUNTS PAYABLE	86.25		
01-00-1000	CASH ACCOUNT		86.25	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	86.25		
04-00-1000	CASH ACCOUNT		86.25	
04-00-2000	ACCOUNTS PAYABLE	86.25		
01-00-1000	CASH ACCOUNT		207.00	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	207.00		
04-00-1000	CASH ACCOUNT		35.00	
04-00-2000	ACCOUNTS PAYABLE	35.00		
04-00-1000	CASH ACCOUNT		47.50	
04-00-2000	ACCOUNTS PAYABLE	47.50		
01-00-1000	CASH ACCOUNT		22.95	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	22.95		
02-00-1000	CASH ACCOUNT		22.95	
02-00-2000	ACCOUNTS PAYABLE	22.95		
03-00-1000	CASH ACCOUNT		22.95	
03-00-2000	ACCOUNTS PAYABLE	22.95		
04-00-1000	CASH ACCOUNT		22.95	
04-00-2000	ACCOUNTS PAYABLE	22.95		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
02-00-1000	CASH ACCOUNT		43.04	
02-00-2000	ACCOUNTS PAYABLE	43.04		
03-00-1000	CASH ACCOUNT		43.04	
03-00-2000	ACCOUNTS PAYABLE	43.04		
04-00-1000	CASH ACCOUNT		43.04	
04-00-2000	ACCOUNTS PAYABLE	43.04		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
02-00-1000	CASH ACCOUNT		43.04	
02-00-2000	ACCOUNTS PAYABLE	43.04		
03-00-1000	CASH ACCOUNT		43.04	
03-00-2000	ACCOUNTS PAYABLE	43.04		
04-00-1000	CASH ACCOUNT		43.04	
04-00-2000	ACCOUNTS PAYABLE	43.04		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
01-00-1000	CASH ACCOUNT		43.04	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	43.04		
02-00-1000	CASH ACCOUNT		381.12	
02-00-2000	ACCOUNTS PAYABLE	381.12		
01-00-1000	CASH ACCOUNT		195.12	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	195.12		
01-00-1000	CASH ACCOUNT		44.11	
01-00-2000	ACCOUNTS PAYABLE--GENERAL FUND	44.11		

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
04-00-1000	CASH ACCOUNT		44.11	
04-00-2000	ACCOUNTS PAYABLE	44.11		
01-00-1000	CASH ACCOUNT		48.96	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	48.96		
02-00-1000	CASH ACCOUNT		107.50	
02-00-2000	ACCOUNTS PAYABLE	107.50		
03-00-1000	CASH ACCOUNT		107.50	
03-00-2000	ACCOUNTS PAYABLE	107.50		
04-00-1000	CASH ACCOUNT		192.55	
04-00-2000	ACCOUNTS PAYABLE	192.55		
01-00-1000	CASH ACCOUNT		217.47	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	217.47		
02-00-1000	CASH ACCOUNT		6.32	
02-00-2000	ACCOUNTS PAYABLE	6.32		
03-00-1000	CASH ACCOUNT		6.32	
03-00-2000	ACCOUNTS PAYABLE	6.32		
04-00-1000	CASH ACCOUNT		6.33	
04-00-2000	ACCOUNTS PAYABLE	6.33		
01-00-1000	CASH ACCOUNT		850.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	850.00		
01-00-1000	CASH ACCOUNT		85.60	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	85.60		
04-00-1000	CASH ACCOUNT		1065.86	
04-00-2000	ACCOUNTS PAYABLE	1065.86		
04-00-1000	CASH ACCOUNT		42.96	
04-00-2000	ACCOUNTS PAYABLE	42.96		
02-00-1000	CASH ACCOUNT		158.62	
02-00-2000	ACCOUNTS PAYABLE	158.62		
02-00-1000	CASH ACCOUNT		689.94	
02-00-2000	ACCOUNTS PAYABLE	689.94		
01-00-1000	CASH ACCOUNT		18.83	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	18.83		
01-00-1000	CASH ACCOUNT		36.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	36.00		
02-00-1000	CASH ACCOUNT		234.67	
02-00-2000	ACCOUNTS PAYABLE	234.67		
01-00-1000	CASH ACCOUNT		15.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	15.99		
01-00-1000	CASH ACCOUNT		15.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	15.99		
01-00-1000	CASH ACCOUNT		531.12	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	531.12		
01-00-1000	CASH ACCOUNT		18.30	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	18.30		
01-00-1000	CASH ACCOUNT		9.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	9.99		
01-00-1000	CASH ACCOUNT		497.07	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	497.07		
02-00-1000	CASH ACCOUNT		337.88	
02-00-2000	ACCOUNTS PAYABLE	337.88		
03-00-1000	CASH ACCOUNT		179.00	
03-00-2000	ACCOUNTS PAYABLE	179.00		
01-00-1000	CASH ACCOUNT		337.89	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	337.89		

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT		16.02	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	16.02		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
01-00-1000	CASH ACCOUNT		68.75	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	68.75		
02-00-1000	CASH ACCOUNT		68.75	
02-00-2000	ACCOUNTS PAYABLE	68.75		
03-00-1000	CASH ACCOUNT		68.75	
03-00-2000	ACCOUNTS PAYABLE	68.75		
04-00-1000	CASH ACCOUNT		68.75	
04-00-2000	ACCOUNTS PAYABLE	68.75		
01-00-1000	CASH ACCOUNT		200.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	200.00		
01-00-1000	CASH ACCOUNT		1720.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1720.00		
01-00-1000	CASH ACCOUNT		500.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	500.00		
04-00-1000	CASH ACCOUNT		370.00	
04-00-2000	ACCOUNTS PAYABLE	370.00		
01-00-1000	CASH ACCOUNT		605.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	605.00		
01-00-1000	CASH ACCOUNT		30.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	30.00		
02-00-1000	CASH ACCOUNT		570.32	
02-00-2000	ACCOUNTS PAYABLE	570.32		
01-00-1000	CASH ACCOUNT		49.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	49.99		
01-00-1000	CASH ACCOUNT		10.33	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	10.33		
02-00-1000	CASH ACCOUNT		1325.73	
02-00-2000	ACCOUNTS PAYABLE	1325.73		
02-00-1000	CASH ACCOUNT		21.69	
02-00-2000	ACCOUNTS PAYABLE	21.69		
01-00-1000	CASH ACCOUNT		11933.50	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	11933.50		
01-00-1000	CASH ACCOUNT		1500.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1500.00		
02-00-1000	CASH ACCOUNT		4206.76	
02-00-2000	ACCOUNTS PAYABLE	4206.76		
02-00-1000	CASH ACCOUNT		138.51	
02-00-2000	ACCOUNTS PAYABLE	138.51		
02-00-1000	CASH ACCOUNT		427.75	
02-00-2000	ACCOUNTS PAYABLE	427.75		
02-00-1000	CASH ACCOUNT		2880.54	
02-00-2000	ACCOUNTS PAYABLE	2880.54		
01-00-1000	CASH ACCOUNT		2211.43	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	2211.43		

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT		4079.90	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	4079.90		
01-00-1000	CASH ACCOUNT		1264.58	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1264.58		
01-00-1000	CASH ACCOUNT		1416.08	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1416.08		
01-00-1000	CASH ACCOUNT		1157.27	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1157.27		
02-00-1000	CASH ACCOUNT		940.54	
02-00-2000	ACCOUNTS PAYABLE	940.54		
02-00-1000	CASH ACCOUNT		2312.43	
02-00-2000	ACCOUNTS PAYABLE	2312.43		
03-00-1000	CASH ACCOUNT		988.94	
03-00-2000	ACCOUNTS PAYABLE	988.94		
03-00-1000	CASH ACCOUNT		1691.72	
03-00-2000	ACCOUNTS PAYABLE	1691.72		
04-00-1000	CASH ACCOUNT		4978.35	
04-00-2000	ACCOUNTS PAYABLE	4978.35		
01-00-1000	CASH ACCOUNT		34.72	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	34.72		
01-00-1000	CASH ACCOUNT		56.33	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	56.33		
02-00-1000	CASH ACCOUNT		370.49	
02-00-2000	ACCOUNTS PAYABLE	370.49		
02-00-1000	CASH ACCOUNT		250.00	
02-00-2000	ACCOUNTS PAYABLE	250.00		
04-00-1000	CASH ACCOUNT		907.83	
04-00-2000	ACCOUNTS PAYABLE	907.83		
	GENERAL LEDGER TOTALS	224617.40	224617.40	

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT	8.64	35,830.02	35,821.38-
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	35,830.02	8.64	35,821.38
02-00-1000	CASH ACCOUNT	.00	169,733.99	169,733.99-
02-00-2000	ACCOUNTS PAYABLE	169,733.99	.00	169,733.99
03-00-1000	CASH ACCOUNT	.00	3,841.41	3,841.41-
03-00-2000	ACCOUNTS PAYABLE	3,841.41	.00	3,841.41
04-00-1000	CASH ACCOUNT	.00	15,203.34	15,203.34-
04-00-2000	ACCOUNTS PAYABLE	15,203.34	.00	15,203.34
TRANSACTION TOTALS		224,617.40	224,617.40	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL	35,838.66	35,838.66	
02	ELECTRIC	169,733.99	169,733.99	
03	WATER	3,841.41	3,841.41	
04	SEWER	15,203.34	15,203.34	
TOTALS		224,617.40	224,617.40	

RESOLUTION NUMBER 2024-08

A Resolution certifying the votes cast in the Municipal Election held on April 2, 2024

WHEREAS, a General Election for the office of Board of Alderman was held in the City of Fayette, Missouri on the 2nd day of April, 2024; and

WHEREAS, the County Clerk of Howard County, Missouri, has certified to the City Clerk the results of the City General Election held on the above date; and

WHEREAS, the Council finds that the following votes were cast, to-wit:

FOR BOARD OF ALDERMAN:

<u>East Ward:</u>	Ronda Gerl.....	40
<u>Northwest:</u>	Michelle Ishmael.....	69
<u>Southwest:</u>	LeeAnna Shiflett.....	59
<u>Mayor:</u>	Greg Stidham.....	202

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF FAYETTE, MISSOURI, AS FOLLOWS:

SECTION ONE: That the Board of Alderman finds that the following officers were elected, and the City Clerk is hereby instructed to issue them the proper certificates and commissions.

FOR BOARD OF ALDERMEN:

<u>East Ward:</u>	Ronda Gerl
<u>Northwest:</u>	Michelle Ishmael
<u>Southwest:</u>	LeeAnna Shiflett
<u>Mayor:</u>	Greg Stidham

THIS RESOLUTION ADOPTED THIS 9TH DAY OF APRIL, 2024.

Jeremy Dawson
Mayor

ATTEST:

Judith Thompson
City Clerk



Moderator's Report

Fayette, MO Public Meeting

Downtown Parking

More than 50 stakeholders, Fayette citizens, and elected officials attended the Public Meeting on Thursday, April 4th at the Howard County Courthouse. Each attendee was provided a paper survey and pen with opinion questions pertaining to the downtown parking concept report that has been prepared by OWN Engineering firm.

That was followed by an hour of public comment with a 3-minute time limit for those wishing to offer their comments. The discussion was robust and lively with the full hour being used for comments from the participants.

Downtown Parking Opinion Survey

47 participants responded to the Downtown Parking Opinion Survey and submitted responses. The responses to that survey are as follows:

Parallel parking on North Main Street between Davis and Elm?

- Yes – 0
- No – 42
- Indifferent – 5

Parallel parking on South Main Street between Morrison and Walnut?

- Yes – 1
- No – 41
- Indifferent – 5

Parallel parking on the west side of Church Street?

- Yes – 7
- No – 30
- Indifferent – 5

One way traffic around the square?

- Yes – 19
- No- 20
- Indifferent – 8

Is there sufficient parking available in the downtown district?

- Yes – 15
- No – 31
- Not always – 1

Comments on Opinion Surveys

“sufficient parking is no solved by only adding spaces.”

“Not always” (response to last survey question)

“Change the slots to not be as slanted.”

“If the apartment owners would have their renters use off-street parking.”

Comments from Participants

While the commentary ranged from suggestions, and questions, to emotional pleas, here is some of the feedback from the participants:

- There was concern that parallel parking would be problematic for the elderly, disabled drivers, and drivers leaving eating establishment after drinking.
- Several expressed a need for a remedy for downtown employee parking.
- A few express concerns regarding temporary parking for delivery vehicles
- Some felt that keeping four-way stops at the intersections would add to safety for drivers and pedestrians.

- Many expressed a desire to develop an off-site (off of the downtown square) parking area for long-term parking.
- There were several who expressed a desire to see that a method could be devised for parking violations to be more strictly enforced.
- There were many comments expressing concern for adequate handicap parking spaces or areas being maintained around the downtown square in appropriate locations.

Moderator's Recommendations

These are a few recommendations from the moderator based on a long career in economic and community development in cities of all sizes and various locations around the U. S.

- Provide this information to the engineering firm for consideration of input to the final Concept Report on downtown parking.
- The Fayette City Council should appoint a task force to identify and make recommendations regarding off-site parking and regulations for downtown businesses employees.
- There will more than likely be some parallel parking required but every effort should be made to keep it to a minimum.
- Four-way stops should remain at the downtown square intersections for safety purposes for drivers and pedestrians.
- OWN Engineering should confirm that adequate handicap parking in appropriate areas will be included in any recommendations.
- A well-publicized effort should be made by the Fayette City Council and the Fayette Police Department to find method(s) to enforce current and future parking regulations.



Jim Fram, CEcD, CCE, FM
Consultant & Economic Development Leader
6400 Shallow River Drive
Columbia, MO 65201
501.318.4231



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of April, 2024, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Fayette, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 4,200.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of JULY 4th, 2024 at approximately 9:30 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 4,200.00 in full by April 25th, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of July 5th 2024 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Richard Bryan
ROLE: sales

J&M Displays, Inc.

BY: _____
ROLE: _____
ENTITY: City of Fayette

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: **dianah@jandmdisplays.com, kathys@jandmdisplays.com**
Fax: 267-392-3890 or mail to J&M Displays, Inc.
18064 170th Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): City of Fayette

ADDRESS: 117 S Main St

CITY: Fayette STATE: MO ZIP: 65248

PHONE: 660-248-5246 FAX: 660-248-3502

EMAIL: jthompson@cityoffayettemo.com

EFFECTIVE DATE(S): 07/04/2024 RAIN DATE: 07/05/2024

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

2. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

3. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

4. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE FLAME OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: Gaines Memorial Dr Fayette MO 65248

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Center of Display Site Coordinates in Decimals: Latitude: 39.1521310 Longitude: -92.6934377

Distance to nearest exposure 330 ft. Distance to spectators 350 ft.

Distance to nearest vehicle 350 ft.

Are there fallout spotters? YES NO Size of largest shell being shot: 3 inches

Name of designated Pyrotechnician: Bill Shepard

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



DISPLAY INFORMATION

Please complete the following information printed in **RED**:

Display Date: July 4th 2024 Rain Date: July 5th 2024

Time of Display: 9:30/dark

Name of **Organization Purchasing** Display: City of Fayette

Billing Address: 117 S Main St

City, State, Zip: Fayette, MO 65248

Telephone: 660-248-5246 Cell: _____ E-mail: jthompson@cityoffayettemo.com

Name of **Contact Person**: Judy Thompson

Contact Address: 117 S Main St

City, State, Zip: Fayette, MO 65248

Telephone: 660-248-5246 Cell: _____ E-mail: jthompson@cityoffayettemo.com

Send **Invoice** to: Judy Thompson

Billing Address: 117 S Main St

City, State, Zip: Fayette, MO 65248

Telephone: 660-248-5246 Cell: _____ E-mail: jthompson@cityoffayettemo.com

FOR SALES REPRESENTATIVE

J&M Fired 1.4G 1.3G PROXIMATE HAND FIRE (July 1st - 6th Only) FLAME

Sales Representative: Richard Bryson Insurance Extension: YES or NO

On-Site Contact for Tech: Bill Shepard Telephone: 660-631-5555

Delivery Information: Customer Pick Up At: _____ On-Site Delivery:

Driver Name: Richard Bryson Telephone: 660-631-0373

Delivery Address to Shoot Site: 1505 E Vest St, Marshall MO 65340

Delivery to Bunker: Location: 34843 E hwy 240 Gilliam MO 65330

Lead Tech: Bill Shepard Telephone: 660-631-5555

NOTES: _____

Proposal # 10289 Final Show \$: 4,200.00 Mileage: 18.5 (by air miles)

OFFICE USE ONLY O# _____ C# _____ Customer PO# _____

tax exempt certificate received Agreement received Full payment Down payment
 permit received IQ received \$ _____ \$ _____
 ATF permit Exp. _____ S/P _____ Date _____ Check# _____ Date: _____ Check# _____

City of Fayette shoot site

Biggest shell 3"



Legend

- Fayette High School
- Fayette Pool
- Feature 1
- Feature 2
- QB Edge

Google Earth

400 ft





J&M Displays Proposal for: City of Fayette, MO city of fayette, mo

Main Event

2.5 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE	
2	Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE	
1	Assortment W of 15 pairs (30 shells) of J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 120

3 Inch Salutes

Quantity	Name	Rising Effect
4	Cylinder Salute 3" (made in USA)	

Category Shell Count: 4

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Asst D of 20 different J&M shells (5 salutes)(HAND FIRE)	
1	Asst F of 20 diff J&M Brand Shells (HAND FIRE)	
1	Asst K Of 20 different J&M Brand shells (HAND FIRE)	
1	Asst M of 20 diff J&M Brand Shells (HAND FIRE)	
1	Asst X of 20 (5 salute, 15 color) J&M Brand shells (HAND FIRE)	

Category Shell Count: 100

Section Shell Count: 224

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect
2	Color and report 10 Shot finale chain	

Category Shell Count: 20

3 Inch Finales

Quantity	Name	Rising Effect
3	Report and palm 10 Shot finale chain	

Category Shell Count: 30

Section Shell Count: 50

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
6	Fireworks port fire 30 minute Spikeless Waxed (0730)	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment



J&M Displays Proposal for: City of Fayette, MO city of fayette, mo

8% Free for Early Payment

3 Inch Color Shells

Quantity	Name	Rising Effect
1	3" GREEN CROSSETTE	
1	3" Shell Red Crossette	
1	3" Shell Sea Blue crossette	
1	Blue Chrysanthemum with white strobe crossette	
1	Crackling Nishiki Kamuro	
1	Glittering willow	
1	Magenta sky blue and lemon dahlia with white glitter pistil	
1	Willow to multi-color swimming star	

Category Shell Count: 8

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Gold Strobe	

Category Shell Count: 1

Section Shell Count: 9

15% Free for Loyalty Program

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Crossette assorted	
1	Gold Palm with crackling pistil	
1	Gold Spangle chrysanthemum with crackling	
1	Gold Willow with color pistil	
1	White strobe with red dahlia	

Category Shell Count: 5

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
2	Blue to red ghost peony	
2	Happy face pattern	
1	Heart pattern to crackle	
1	3" GREEN STROBE	
2	Tourbillion (cylinder)	

Category Shell Count: 8

Section Shell Count: 13



J&M Displays Proposal for: City of Fayette, MO city of fayette, mo

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$4,200.00**

Total Shot Count: 296

Packing Check: 46

Date of Display: 07/04/24

Customer Number: 10289

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Diameter	Quantity	Shots	Racks
Shells			
2.5"	4	120	12
3"	31	126	13
Shells Shot Ct: 246			
Finales			
2.5"	2	20	2
3"	3	30	3
Finales Qty: 5 Shot Ct: 50			
Igniters Needed: 251			

Bill No. 2024-08

Ord. No.

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
TERRITORIAL AGREEMENT WITH HOWARD COUNTY WATER
DISTRICT.**

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

SECTION ONE: The Mayor is hereby authorized to execute an agreement with the Howard County Water District. The form of the agreement shall be substantially similar to the language of the attached Exhibit.

SECTION TWO Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

Read Twice and approved by Roll Call Vote

Dated this _____ day of _____, 2024.

Mayor

Attest:

Judith Thompson, City Clerk

Mark Wooldridge Law Office

217 Main Street, P.O. Box 401
Boonville, Missouri 65233
Telephone (660) 882-3448
Fax (660) 882-5227

Mark Wooldridge
ATTORNEY AT LAW

Philip M. Wooldridge
ATTORNEY AT LAW

March 21, 2024

City of Fayette
Attn: Assistant to the Mayor
117 S Main Street
Fayette, Missouri 65248

Good Morning!

I represent The Howard County Regional Water Commission. The Howard County Regional Water Commission has elected to change the minimum amount of water that each of the three participating entities are required to use/pay for to reflect the actual usage of the City of Fayette, the City of New Franklin and Consolidated Public Water Supply District #1. The minimum amount of usage for the City of Fayette does not change. To complete this change each of the three entities need to sign an Amendment to the parties' original Water Contract. A copy of the Amendment to the Contract for Fayette's execution is enclosed. Please see that the enclosed amendment is adopted by the City of Fayette, executed and returned to me.

If you have any questions about this matter you should contact me.

Yours truly,



Mark Wooldridge

MW/hts

Enclosure

**AMENDMENT TO THE
HOWARD COUNTY REGIONAL WATER COMMISSION
WATER CONTRACT DATED APRIL 14, 2021**

This Amendment to the Howard County Regional Water Commission Water Contract with its Contracting Municipalities is made and entered into this _____ day of _____, 2024.

Whereas as the City of Fayette, Missouri, the City of New Franklin, Missouri and the Consolidated Public Water Supply District #1 of Howard County, Missouri, formed the Howard County Regional Water Commission in order to produce and sell water to these three entities, hereinafter call "Municipalities", and

Whereas, the Municipalities on April 14, 2021, entered into a Water Contract that established an "Entitlement Share" by which each Municipality was obligated to pay for a minimum amount of water used at a rate that would provide the Howard County Regional Water Commission with money to meet its projected annual expenses, and

Whereas, since April 14, 2021, the Municipalities have determined that the "Entitlement Share" established by said Water Contract did not accurately reflect the amount of water used by each Municipality, and

Whereas, all parties to the Water Contract dated April 14, 2021, desire to change the Entitlement Share assessed to each Municipality.

Now, Therefore

The Howard County Regional Water Commission, the City of Fayette, Missouri, the City of New Franklin, Missouri and the Consolidated Public Water Supply District #1 of Howard County, Missouri, each agree to revoke effective May 1, 2024, the paragraph entitled "Entitlement Share" found on page four of the parties' April 14, 2021, Water Contract and substitute the following to be in effect from and after May 1, 2024, to define the Municipalities' Entitlement Share, to-wit:

"Entitlement Share" shall mean, with respect to each Purchaser, the gallons of Water set forth below:

<u>Purchaser</u>	<u>Entitlement Share</u>
City of New Franklin, Missouri	28,000,000 gallons
City of Fayette, Missouri	94,601,000 gallons
CPWSD#1 of Howard County, Missouri	58,000,000 gallons

In all other respects, the Howard County Regional Water Commission, the City of Fayette, Missouri, the City of New Franklin, Missouri and the Consolidated Public Water Supply District #1 of Howard County, Missouri, each ratify and confirm the remaining provisions of the Water Contract dated April 14, 2021.

SIGNATURE PAGE

IN WITNESS WHEREOF, It is agreed that the **CITY OF FAYETTE, MISSOURI**, as a contracting municipality of the Howard County Regional Water Commission agrees to the above stated amendment to the parties' Water Contract dated April 14, 2021, and the City agrees to purchase its Entitlement Share each year, (as well as such additional water as may be needed by the City), commencing on the date as specified in the contract's amendment. It is understood that this Entitlement Share is the minimum purchase which the City will be required to pay for on an annual basis (take or pay).

CITY OF FAYETTE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

City Clerk

Address for notices:

City of Fayette, Missouri
Attention: Assistant to the Mayor
117 S. Main Street
Fayette, Missouri 65248

Judy Thompson

From: Donna Post <DPost@generalcode.com>
Sent: Tuesday, March 19, 2024 2:31 PM
To: Judy Thompson
Cc: Mike Dimond
Subject: Supplementation Process and Suggested Supplement Schedule GC:016327969

Hello Judy,

Thank you again for taking the time to talk with me today.

Here is a recap of the items that we talked about.

- eCode360 annual maintenance \$995 invoiced in April
- Annual codification of ordinances ballpark is \$1,800.
 - Suggested annual supplement schedule – July.
 - Suggested semi-annual supplement schedule – February and August
 - Supplementation process takes 7 to 9 weeks to complete the update of ordinances into the code book and on eCode. The final invoice will follow with net 30 to pay.
- Link to eCode360, online code, <https://ecode360.com/FA3297>
 - Forward your new eCode link to the person who maintains your municipal website.
 - Watch your inbox for an email from 'eCode360 Notifications' that will allow you to setup your administrative password.

Continue to email ordinances to ezsupp@generalcode.com as you have been doing. Once received we will post under New Laws pending the supplement schedule that the City decides on.

Hopefully, this message provides you with the information you need, but please feel free to get in touch if you have any additional questions or need more information.

Thank you and have a wonderful day!

Donna

Donna Post
Senior Supplementation Specialist
dpost@generalcode.com
800-836-8834 ext. 131

General Code®
A Member of the ICC Family of Solutions
781 Elmgrove Road | Rochester, NY 14624
generalcode.com

eCode's Newest Feature: **TrackBack** [Learn more in this webinar.](#)

From: Cathy Albano <CAlbano@generalcode.com>
Sent: Tuesday, March 19, 2024 8:45 AM



A Member of the ICC Family of Solutions

New Remit Address
P.O. Box 772512
Detroit, MI 48277-2512

Invoice No: **GC00125288**
Invoice Date: 4/1/2024
Due Date: 5/1/2024
Terms: Net 30
Customer No: FA3297
PO:

Maintenance Ends: 3/31/2025

Bill To:
City of Fayette
Ms. Judy Thompson
117 S. Main Street

Fayette MO 65248

Qty	Description: eCode360 Annual Maintenance	Amount
1	eCode360 Annual Maintenance	\$995.00

Subtotal	\$995.00
S&H Charges	\$0.00
Tax	\$0.00
Payment/Credit:	
Total Due	\$995.00

*This order is subject to General Code's Term and Conditions:
<https://www.generalcode.com/terms-and-conditions-documents/>*

Invoice Questions: (800)836-8834 x212 * Fax(585)328-8189 accounting@generalcode.com

We appreciate your business.

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

4/1/2024

Senior Accountant

Judy Thompson

From: General Code <customerservice@generalcode.com>
Sent: Thursday, March 7, 2024 10:02 AM
To: Judy Thompson
Subject: Increase transparency with eCode360's™ new TrackBack

If this email is not displayed properly, [click here to view in your browser.](#)

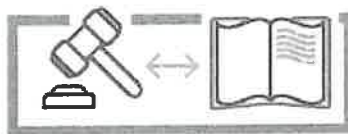
Dear Judy,

In sports, the use of instant replay gives game officials the opportunity to reexamine a play to make clearer and more accurate calls. Now you can do virtually the same with your online municipal code with a new eCode360 feature called TrackBack.

TrackBack gives municipalities the ability to quickly find and view the original ordinances that make up the code.

Boost transparency and save time

As a new ordinance is codified and added to your code, Trackback automatically embeds links in the related code section so you can easily reference the original ordinance — no more searching through old files. Simply click the link and the original ordinance is immediately available to view. TrackBack is an excellent way to help clarify or confirm aspects of a particular law, help solve disputes or simply serve as a starting point for updating ordinances.



Affordably priced. Available for all levels of eCode360

Start keeping track of your ordinances today for just \$350 a year.*

Want to add ordinances from further back in your code's history? We offer an affordable way to do that too. Ask for details.

Move forward with TrackBack today

Get Started

*A one-time setup fee of \$250 is required for new TrackBack customers followed by an annual fee of \$350.



Connect With Us



[Manage your email preferences](#) / [Unsubscribe](#)

© 2024 General Code, LLC. A subsidiary of the International Code Council. [Privacy Policy](#)

- Annual Maintenance - \$995.00
- Annual Codification - \$1,800.00 - Start in July
- TrackBack - annual - \$350.00
- One-time set up fee - \$250.00
- \$3,395.00