

****please note the meeting will be held at the****

New Haven Public Works Facility

CITY OF NEW HAVEN

205 Industrial Drive

Board of Aldermen

Regular Meeting

Monday, January 13, 2025

7:00 p.m.

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. APPROVE AGENDA

5. MINUTES AND MONEY ORDINANCES

- a. Regular meeting minutes dated 12/9/24, pages 1-4; Closed meeting minutes dated 12/9/24 by separate cover; Money Ordinances and Additional Bills, pages 5-14

6. CONSENT AGENDA

- a. Budget report, pages 15-18; Treasurer's report, pages 19-20; Collector's report, pages 21-24 and Court Report, copies will be available at meeting; Public Works, pages 25-26; Police Department report, page; Building Department, pages 27-28; EMA report, weather/snow removal plan, page 29

7. PUBLIC COMMENT

- a. 5 Minute Limit Per Person. The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question-and-answer session, and the council will not respond to comments or answer questions during this period. The mayor or the City Council may refer any matter brought up to city staff if action is needed.

8. ORDINANCES & RESOLUTIONS

- a. Bill No. 25-1504 – amending the Fiscal Year 2024-25 Budget, Wage and Salary Schedule, pages 30-31
- b. Resolution No. 25-199 – adopting a NHPD Pay Scale pages 32-45
- c. Resolution No. 25-200 - approves an agreement with the County of Franklin to provide emergency and non-emergency dispatching services, \$6,000 (12 months service), pages 46-51
- d. Resolution No. 25- 201 – to accept and approve a municipal services contract, Michael Fleege, pages 52-55

9. MAYOR REPORT

- a. Planning and Zoning opening

10. MAYOR AND BOARD COMMITTEE REPORTS

- a. Salary Study update, Alderman Menke
- b. IT Committee, Alderman Rustige, gWorks Core – Implementation & OnBoarding software update
- c. Economic Development Committee
- d. Communication Committee, Alderman Menke
- e. Planning and Zoning, Alderman Zobrist
- f. Park Board, Alderman Brown
- g. Tourism Committee, Jackie Brown
- h. Municipal Gas Commission of East Central Missouri, Aldermem Zobrist and Menke

11. CITY ATTORNEY REPORT

- a. CodeWatch 2024, Missouri State Legislature Changes Affecting Municipalities and their Codes of Ordinances. City Attorney will provide an update on whether any municipal Codes will need to be revised and prepare ordinances for such changes, 1-8-24, pages 56-66
- b. CodeWatch 2023, was not reviewed last year and will need to be reviewed and ordinance prepared for any changes to the municipal code, pages 67-80
- c. STK Investments, LLC letter dated 12-26-2024, city attorney response letter to STK, page 81

12. DEPARTMENT REPORTS

- a. Police Department

QUOTES:

- i. Axon Enterprise, Inc. – Quote for four (4) Axon Body camera, pages 82-94
 - ii. BMI Technologies, LLC – Quote for four (4) Dell Latitude 5320 Refurbished – Intel Core, \$2,058, page 95
- b. Public Works
- c. Building Inspector
- d. EMA Director
 - i. Update on the Tornado Sirens, Outdoor Warning Consulting, LLC proposal, pages 96-98

13. CITY ADMINISTRATOR (report by separate cover)

- a. Ratify Commission Order No. 2024-450, Law Enforcement Services Agreement, pages 99-105
- b. City Hall proposed new operating hours, Monday – Friday, 8 a.m. to 4:30 p.m.
- c. gWorks Core OnBoarding, IT Committee review
- d. Municipal Judge, no candidate file.
- e. Discussion – Municipal Court

14. ADJOURN

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE BOARD OF ALDERMEN. POSTED ON THE CITY HALL NOTICE BOARD BY Kathleen A. Trentmann, City Administrator, January 10, 2025.

The City of New Haven is working to comply with the American with Disabilities Act mandates. Individuals who require accommodation to attend a meeting should contact City Hall (573-500-2530) at least twenty-four hours in advance.

**MINUTES OF
December 09, 2024
Regular Meeting of the BOA**

1. Pledge of Allegiance
2. Call to Order- MEETING CALLED TO ORDER AT 7:01 P.M.
3. Roll Call All Present

PRESENT:

**Alderman- Gary Rustige
Alderman- Brad Zobrist
Alderwoman -Jackie Brown
Alderwoman-Brenda Menke
Mayor -Jason Addison
City Administrator- Kathy Trentmann
City Attorney- Charles A. Hurth, III
Police Chief Designate-Christopher Neace
Public Works Director, David Blankenship, Sheriff Department
Represented by Pioske, Jeff Arp from Mirma, Newspaperman
John Reily, Tim Otten from New Haven Independent News,**

ABSENT: No Alderman Absent

4. Approval and Adjustment of Agenda Including Consent Agenda

Motion: to approve agenda as with changes

Alderwoman Jackie Brown- second Alderman Brad Zobrist. Approved

5. MINUTES AND MONEY ORDINANCES

- a. Regular meeting minutes dated 11/12/24; Closed meeting minutes dated 10/14/24, 10/28/24, and 11/12/24 by separate cover; Money Ordinances and Additional Bills

Motion: to accept Regular meeting minutes dates 11/12/24; Closed meeting minutes dated 10/14/24, 10/28/24 and 11/12/24 by separate cover; Money Ordinances and Additional Bills.
Alderwoman Jackie Brown-second Alderman Brad Zobrist Approved all

6. CONSENT AGENDA

Motion: to accept Consent Agenda. Pages 13-15

Motion Alderman Brad Zobrist second Alderman Gary Rustige. Approved all

7. PUBLIC COMMENT

7:05 p.m. none

8. ORDINANCES AND RESOLUTIONS

- a. Mayor reads letter, see page 18 of agenda 7:08 p.m.
- b. Jeff Arp Mirma makes presentation 7:10 p.m.

c. **Bill No.24-1502**- An ordinance imposing a General Sales Tax in New Haven Missouri and approving for such ordinance to be submitted to the qualified voters of the City of New Haven Missouri January 2024.

Board of Aldermen, 12-09-2024

**BILL NO. 24-1502
ORDINANCE NO.**

Discussion by BOA Of Sales Tax V. use TAX
INTRODUCED BY ALDERMEN—Never introduce Alderman Menke say it must be discussed further. Alderman Brown Agreed Alderman Rustige said: "we owe it to explore it"

d. **Resolution No. 24-198**- A Resolution adopting a Group Health Insurance Plan FY 2025 employees of the City of New Haven, Missouri Renewal of same plan from last year, with an increase in premium pmt5

Motion: Alderwoman Jackie Brown second Alderman Brenka Menka Approved by all.

9. MAYOR REPORT

a. Planning and Zoning opening Remains and must be filled 12/10 to 12/31 5:00 open to file for Election as Alderman and Mayor 8:00 a.m.

Mayor will not run for Re-election Alderman G.R. will not seek Re-election Alderman Brown will not seek Re-election.

10. MAYOR AND BOARD COMMITTEE REPORTS

7:25 p.m. Approve Pay Schedule 1/1/2025 to end of fiscal year recommended Brad Zobrist GR all in form.

a. Salary Study update, Alderman Menke, - Numbers Presented

b. IT Committee, Alderman Rustige N/A -Need to Hire

c. Communication Committee, Alderman Menke – Collection Too

d. Planning and Zoning, Alderman Zobrist- Np Meeting

e. Park Board, Alderman Brown – No Meeting

f. Tourism Committee, Jackie Brown

g. Municipal Gas Commission of East Central Missouri, Aldermen Zobrist, Menke- No Quorem at last meeting.

11. COUNCIL REPORT

12. DEPARTMENT REPORTS

a. Police Department

FCSD employee Delivered a written Report on Activities

b. Public Work

MTA B7 SEC.30 ALL AGREE

i. Heartland Environment Distributors Proposal of Services, Last payment Due

pages 36

Blankenship update Projects currently working on in City.

Handrails
Gas Calls
Rehab Park Toilet

- c. Building Inspector
Report by M.F
- d. EMA Director
\$410/ year for notification -Proposal
Report by Director
Tornado sirens Discussed. East works G forms being completed.
N.W.S Sever 3/6/2025 6:30 class w s spotten Training event

13. CITY ADMINISTRATOR

- a. Recommend amending employee wage and salary FY 2024-2025
- b. Anthen Rebates are required to under the Affordable Care Act. The city received a total of \$8,303 in rebates for the calendar year 2023. Recommend keeping the rebates to reduce the premium for the upcoming fiscal year.
- c. Email from Alan Bell, Downtown New Haven Inc., Proposal, pages 37-39
- d. Proposition A-FAQ's what if means for employers., pages 40-41 City Exempt

OTHER INFORMATION

15. ADJOURN

MOTION: there being no further business to transact, motion made to adjourn the regular session at 8:10 p.m. of the Board of Aldermen.
Gary Rustige second Alderwoman Brenda Menke

Respectfully submitted,
Charles A. Hurth, III
City Attorney

APPROVED THIS _____ DAY OF _____, 2025

Jason Addison, Mayor

20 November, 2024

Dear City Council Members:

It has been brought to our attention that the New Haven City Council is proposing an ordinance that would impose an increase in General Sales Tax in New Haven to help fund the Police Department.

If this sales tax ordinance is brought before the voters in the April, 2025, election; and the voters of New Haven pass this measure, then the small businesses in New Haven will face an even greater challenge to promote shopping locally and in general have a successful and thriving economy in New Haven.

Instead, we would like to propose putting forward a Use Tax. This would take advantage of the online sales that up to now have not added any funds to the community of New Haven. We believe that collecting a Use Tax would be more beneficial to the city than increasing the sales tax percentage and forcing residents to do their business elsewhere.

Please know that we understand the challenges and sacrifices of operating a business in a small town. (i.e.) hiring qualified employees at a competitive wage, budgeting capital for necessary maintenance and improvement projects, and in general keeping our heads above water and paying our bills.

We are asking that you would please consider a Use Tax proposal as opposed to an increase in the Sales Tax, as well as, taking a hard look at the city budget. (We look forward to having a New Haven Police Department).

Thank you for your time and consideration.

Sincerely,
Business Owners/ Managers of New Haven

Including, but not limited to:

Seitters Market
NH Save-A-Lot
T & T Hilltop
Liquor Cabinet
NH Lumber Company
H Wayne Groner Insurance
NH Ice Cream shoppe

Check Range: 12/10/2024- 1/13/2025

Money Ordinances 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
GENERAL ADMIN					
BROWN & JAMES P.C. LAW FIRM	PROFESSIONAL SERVICES	142.50			
CHARLES A HURTH III	ADMINISTRATIVE SERVICES	1,843.75			
DIANE BRUNS	REIMBURSE MICROWAVE	55.00			
KATHLEEN TRENTMANN	REIMBURSE XMAS LUNCHEON CITYHA	47.30			
MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE KONICA	79.21			
MARXAM LLC	POSTAGE METER MAINT AGREEMENT	120.00			
MISSOURIAN MEDIA GROUP	JOB POSTING COLLECTOR/TREASURE	267.00			
NEW HAVEN LUMBER	8' EXTENSION CORD	8.99			
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS	72.50			
QUILL CORPORATION	HANG FILE FRAME PAPER CALENDAR	243.22			
	10 GENERAL ADMIN TOTAL		2,879.47		
PUBLIC WORKS					
AGILIX SOLUTIONS	FUSE ATDR&BUSS FUSEBLOCK LEVEE	37.49			
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS	184.92			
BLECKMAN MACHINE & SUPPLY, INC	14 MM BOLT & 14MM NUT	24.95			
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL	993.93			
MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE LEXMARK	38.06			
NAPA AUTO PARTS	BATTERY CHARGER	199.99			
NEW HAVEN LUMBER	7/16 QUICK CHANGE ARBOR	77.39			
O REILLY AUTO PARTS	BATTERY CHARGER FOR VAC TRUCK	249.37			
QUILL CORPORATION	WHITE PAPER	79.98			
	11 PUBLIC WORKS TOTAL		1,886.08		
POLICE DEPARTMENT					
CHARLES A HURTH III	LOUIS KLINGERT JURY TRIAL	1,418.75			
HOME OIL AUTO REPAIR, LLC	BATTERY	170.45			
LEON UNIFORM COMPANY	UNIFORMS CHRIS NEACE	516.44			
MFA OIL COMPANY	FUEL	152.85			
O REILLY AUTO PARTS	OIL FILTER, AIR FILTER OIL	284.73			
	12 POLICE DEPARTMENT TOTAL		2,543.22		
	01 GENERAL TOTAL		7,308.77		
NATURAL GAS					
NATURAL GAS					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES	96.59			
AT & T MOBILITY	CELL PHONE	114.22			
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS	184.94			
CITY OF HERMANN	TRANSPORTATION CHARGE	8,046.00			
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL	972.45			
ENERGY ECONOMICS INC	METER REPAIR	3,304.20			
GRAINGER	1/2" GAS BALL VALVE	33.22			
MUNICIPAL GAS COMMISSION OF	GAS DELIVERY	68,816.27			
NEW HAVEN LUMBER	BATTERIES	89.43			
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS	72.50			
PLUMB SUPPLY COMPANY-WAS	NIPPLE PLUG,BUSHING,TEE,CAP	624.37			
UTILITY SAFETY & DESIGN INC	RETAINER FEES	225.00			

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
UCI TESTING	RANDOM DRUG TEST		85.00		
	30 NATURAL GAS TOTAL		82,664.19		
	04 NATURAL GAS TOTAL		82,664.19		
TRANSPORTATION TAX					
TRANSPORTATION TAX					
HAINES FINSHING INC	POWER COATED BRACKETS		25.00		
HOME OIL AUTO REPAIR, LLC	BATTERY FOR VAC TRUCK		300.90		
	40 TRANSPORTATION TAX TOTAL		325.90		
	05 TRANSPORTATION TAX TOTAL		325.90		
CAPITAL IMP SALES TAX					
CIST FUND					
HAGEDORN WELDING SOLUTIONS LLC	HANDRAIL FOR PED BRIDGE RAMP		18,798.00		
	50 CIST FUND TOTAL		18,798.00		
	08 CAPITAL IMP SALES TAX TOTAL		18,798.00		
WATER					
WATER					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES		96.58		
AT & T MOBILITY	CELL PHONE		7.75		
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS		184.92		
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL		972.44		
HOLT ELECTRICAL SUPPLIES	GELFILLED CONNECTOR WATER METE		13.58		
MISSOURI RURAL WATER ASSN	2025 MEMBERSHIP DUES		304.00		
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS		72.50		
	60 WATER TOTAL		1,651.77		
	09 WATER TOTAL		1,651.77		
SEWER					
SEWER					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES		96.58		
AT & T MOBILITY	CELL PHONE		7.75		
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS		184.92		
HEARTLAND ENVIRONMENTAL	SEB'S FOR SLUDGE LAGOON		15,000.00		
MISSOURI RURAL WATER ASSN	2025 MEMBERSHIP DUES		304.00		
MUNICIPAL EQUIPMENT CO	CHECK VALVES LS #3		1,114.62		
NEW HAVEN LUMBER	2x4 10, 2x4 12 CONST SPF		108.74		
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS		72.50		
PACE ANALYTICAL SERVICES, LLC	TEST FOR LAGOON		711.20		

CLAIMS REPORT
Check Range: 12/10/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
PLUMB SUPPLY COMPANY-WAS	4X3 SADDLE TEE KIT		16.37		
	61 SEWER TOTAL		17,616.68		
	11 SEWER TOTAL		17,616.68		
	Accounts Payable Total		128,365.31		

Paid Thru 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL LIABILITIES					
AFLAC	AFLAC PRETAX		61.70	19111	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	113.81		19091	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	86.12		19095	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	138.53		19102	12/27/24
CITIZENS BANK OF NEW HAVEN	HSA	86.12		19105	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	147.08	571.66	19126	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	24.12		19093	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	24.92		19104	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	16.98	66.02	19128	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	38.23		19092	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	39.50		19103	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	26.91	104.64	19127	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	724.95		12066465	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	554.94		12066468	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	710.07		12066469	12/27/24
FED/FICA WITHHOLDING	FED/FICA TAX	554.94		12066470	12/31/24
FED/FICA WITHHOLDING	FED/FICA TAX	722.35		12066477	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	198.92	3,466.17	12066478	1/13/25
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		2,694.70	12066475	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		353.53	19122	1/02/25

02	LIABILITIES TOTAL		7,318.42		
GENERAL ADMIN					
AMEREN MISSOURI	ELECTRIC CITY HALL		146.37	19096	12/19/24
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		1,022.09	19100	12/23/24
BROWN & JAMES P.C. LAW FIRM	PROFESSIONAL SERVICES			19134	1/13/25
CHARLES A HURTH III	ADMINISTRATIVE SERVICES			19135	1/13/25
CITIZENS BANK OF NEW HAVEN	SERIES 2015 LEASE PURCHASE-PRI		10,122.11	19125	1/07/25
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT POS	20.82		12066473	12/10/24
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT ONLINE PAYMENTS	142.80	163.62	12066474	12/10/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	48.07		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	14.60	62.67	19121	1/02/25
DIANE BRUNS	REIMBURSE MICROWAVE			19137	1/13/25
FIDELITY SPARKLIGHT	TELEPHONE	158.40		19090	12/10/24
FIDELITY SPARKLIGHT	TELEPHONE	95.82	254.22	19115	1/02/25
FP MAILING SOLUTIONS	POSTAGE		150.00	12066472	12/23/24
KATHLEEN TRENTMANN	REIMBURSE XMAS LUNCHEON CITYHA			19146	1/13/25
MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE KONICA			19148	1/13/25
MARXAM LLC	POSTAGE METER MAINT AGREEMENT			19149	1/13/25
MICHAEL FLEECE	BUILDING INSPECTOR		2,259.00	19117	1/02/25
MISSOURIAN MEDIA GROUP	JOB POSTING COLLECTOR/TREASURE			19152	1/13/25
NEW HAVEN LUMBER	8' EXTENSION CORD			19157	1/13/25
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS			19159	1/13/25
QUILL CORPORATION	HANG FILE FRAME PAPER CALENDAR			19161	1/13/25
REPUBLIC SERVICES	DECEMBER SERVICES		22,762.60	19119	1/02/25
VONAGE BUSINESS INC	TELEPHONE		166.44	19101	12/26/24

10	GENERAL ADMIN TOTAL		37,109.12		

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CLAIMS REPORT

Check Range: 12/10/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
PUBLIC WORKS					
AGILIX SOLUTIONS	FUSE ATDR&BUSS FUSEBLOCK LEVEE			19130	1/13/25
AMEREN MISSOURI	ELECTRIC		134.48	19096	12/19/24
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		739.32	19100	12/23/24
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS			19132	1/13/25
BLECKMAN MACHINE & SUPPLY, INC	14 MM BOLT & 14MM NUT			19133	1/13/25
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	39.90		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	9.50	49.40	19121	1/02/25
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL			19138	1/13/25
FIDELITY SPARKLIGHT	TELEPHONE	38.50		19090	12/10/24
FIDELITY SPARKLIGHT	TELEPHONE	38.50	77.00	19115	1/02/25
MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE LEXMARK			19148	1/13/25
NAPA AUTO PARTS	BATTERY CHARGER			19155	1/13/25
NEW HAVEN LUMBER	7/16 QUICK CHANGE ARBOR			19157	1/13/25
O REILLY AUTO PARTS	BATTERY CHARGER FOR VAC TRUCK			19158	1/13/25
QUILL CORPORATION	WHITE PAPER			19161	1/13/25
VONAGE BUSINESS INC	TELEPHONE		138.70	19101	12/26/24

11	PUBLIC WORKS TOTAL		1,138.90		
POLICE DEPARTMENT					
AMEREN MISSOURI	ELECTRIC		193.56	19096	12/19/24
AT & T MOBILITY	CELL PHONE CHIEF		48.97	19099	12/23/24
BMI TECHNOLOGIES LLC	SOFTWARE SUPPORT DIGITAL ALLY		309.00	19097	12/19/24
CHARLES A HURTH III	LOUIS KLINGERT JURY TRIAL			19135	1/13/25
COUNTY OF FRANKLIN, MISSOURI	LAW ENFORCEMENT SERVICES	59,609.00		19088	12/10/24
COUNTY OF FRANKLIN, MISSOURI	JAN 2025 LAW ENFORCE SERVICES	28,000.00	87,609.00	19120	1/02/25
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE		36.96	19116	1/02/25
FIDELITY SPARKLIGHT	TELEPHONE	232.42		19090	12/10/24
FIDELITY SPARKLIGHT	TELEPHONE	275.74	508.16	19115	1/02/25
HOME OIL AUTO REPAIR, LLC	BATTERY			19145	1/13/25
LEON UNIFORM COMPANY	UNIFORMS CHRIS NEACE			19147	1/13/25
MFA OIL COMPANY	FUEL			19150	1/13/25
O REILLY AUTO PARTS	OIL FILTER, AIR FILTER OIL			19158	1/13/25
VONAGE BUSINESS INC	TELEPHONE		83.22	19101	12/26/24

12	POLICE DEPARTMENT TOTAL		88,788.87		
EMERGENCY MANAGEMENT					
AMEREN MISSOURI	ELECTRIC		21.32	19096	12/19/24
DAVID CRUZ	EMA DIRECTOR		500.00	19118	1/02/25
VONAGE BUSINESS INC	TELEPHONE		27.76	19101	12/26/24

13	EMERGENCY MANAGEMENT TOTAL		549.08		
MUNICIPAL COURT					
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		257.18	19100	12/23/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE		14.78	19116	1/02/25

14	MUNICIPAL COURT TOTAL		271.96		

01	GENERAL TOTAL		135,176.35		

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CLAIMS REPORT

Check Range: 12/10/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
PARK BOARD LIABILITIES					
FED/FICA WITHHOLDING	FED/FICA TAX	30.50		12065830	1/09/25
FED/FICA WITHHOLDING	FED/FICA TAX	20.40	50.90	12066466	12/12/24
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		33.52	12065829	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		37.00	6537	1/02/25

02	LIABILITIES TOTAL		121.42		
PARKS					
AMEREN MISSOURI	ELECTRIC		174.24	6534	12/19/24
NEW HAVEN LUMBER	FLUSHLEVER, ANTIFREEZE, CABLE	68.44		6533	12/12/24
NEW HAVEN LUMBER	J CHANNEL RAT GUARD SWITCH BOX	191.95	260.39	6540	1/09/25

20	PARKS TOTAL		434.63		
POOL					
AMEREN MISSOURI	ELECTRIC		60.89	6534	12/19/24
FIDELITY SPARKLIGHT	TELEPHONE		23.48	6536	1/02/25
VONAGE BUSINESS INC	TELEPHONE		27.74	6535	12/26/24

21	POOL TOTAL		112.11		

03	PARK BOARD TOTAL		668.16		
NATURAL GAS LIABILITIES					
AFLAC	AFLAC PRETAX		67.97	19111	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	88.60		19091	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	43.06		19095	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	114.84		19102	12/27/24
CITIZENS BANK OF NEW HAVEN	HSA	43.06		19105	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	118.86	408.42	19126	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	32.16		19093	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	33.23		19104	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	36.78	102.17	19128	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	50.98		19092	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	52.67		19103	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	58.28	161.93	19127	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	680.74		12066465	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066468	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	651.42		12066469	12/27/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066470	12/31/24
FED/FICA WITHHOLDING	FED/FICA TAX	725.99	2,827.05	12066477	1/10/25
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		2,789.72	12066475	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		310.12	19122	1/02/25
MISSOURI DEPARTMENT OF REVENUE	NG SALES TAX 9.225%		2,863.02	19124	1/03/25

02	LIABILITIES TOTAL		9,530.40		
REVENUES					
MISSOURI DEPARTMENT OF REVENUE			57.26-	19124	1/03/25

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CLAIMS REPORT

Check Range: 12/10/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	03 REVENUES TOTAL		57.26-		
NATURAL GAS					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES			19129	1/13/25
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		1,496.84	19100	12/23/24
AT & T MOBILITY	CELL PHONE			19131	1/13/25
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS			19132	1/13/25
CITY OF HERMANN	TRANSPORTATION CHARGE			19136	1/13/25
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT POS	20.82		12066473	12/10/24
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT ONLINE PAYMENTS	142.78	163.60	12066474	12/10/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	81.55		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	20.03	101.58	19121	1/02/25
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL			19138	1/13/25
ENERGY ECONOMICS INC	METER REPAIR			19139	1/13/25
FIDELITY SPARKLIGHT	TELEPHONE	204.95		19090	12/10/24
FIDELITY SPARKLIGHT	TELEPHONE	211.03	415.98	19115	1/02/25
FP MAILING SOLUTIONS	POSTAGE		150.00	12066472	12/23/24
GRAINGER	1/2" GAS BALL VALVE			19140	1/13/25
MUNICIPAL GAS COMMISSION OF	GAS DELIVERY			19154	1/13/25
NEW HAVEN LUMBER	BATTERIES			19157	1/13/25
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS			19159	1/13/25
PLUMB SUPPLY COMPANY-WAS	NIPPLE PLUG,BUSHING,TEE,CAP			19162	1/13/25
UTILITY SAFETY & DESIGN INC	RETAINER FEES			19163	1/13/25
UCI TESTING	RANDOM DRUG TEST			19164	1/13/25
	30 NATURAL GAS TOTAL		2,328.00		
	04 NATURAL GAS TOTAL		11,801.14		
TRANSPORTATION TAX					
LIABILITIES					
AFLAC	AFLAC PRETAX		20.88	19111	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	34.22		19091	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	34.57		19102	12/27/24
CITIZENS BANK OF NEW HAVEN	HSA	91.28	160.07	19126	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	13.40		19093	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	13.85		19104	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	33.08	60.33	19128	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	21.24		19092	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	21.95		19103	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	52.43	95.62	19127	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	237.09		12066465	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	71.29		12066468	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	180.24		12066469	12/27/24
FED/FICA WITHHOLDING	FED/FICA TAX	71.29		12066470	12/31/24
FED/FICA WITHHOLDING	FED/FICA TAX	628.34	1,188.25	12066477	1/10/25
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		711.48	12066475	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		86.83	19122	1/02/25
	02 LIABILITIES TOTAL		2,323.46		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TRANSPORTATION TAX					
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		410.75	19100	12/23/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	22.20		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	5.25	27.45	19121	1/02/25
HAINES FINSHING INC	POWER COATED BRACKETS			19142	1/13/25
HOME OIL AUTO REPAIR, LLC	BATTERY FOR VAC TRUCK			19145	1/13/25

	40 TRANSPORTATION TAX TOTAL		438.20		

	05 TRANSPORTATION TAX TOTAL		2,761.66		
CAPITAL IMP SALES TAX					
CIST FUND					
HAGEDORN WELDING SOLUTIONS LLC	HANDRAIL FOR PED BRIDGE RAMP			19141	1/13/25
BLAUE FARMS	STRAW&BLOWING STRAW PARK DR		2,500.00	19098	12/19/24

	50 CIST FUND TOTAL		2,500.00		

	08 CAPITAL IMP SALES TAX TOTAL		2,500.00		
WATER					
LIABILITIES					
AFLAC	AFLAC PRETAX		62.83	19111	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	72.14		19091	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	43.06		19095	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	104.15		19102	12/27/24
CITIZENS BANK OF NEW HAVEN	HSA	43.06		19105	12/31/24
CITIZENS BANK OF NEW HAVEN	SERIES 2015 LEASE PURCHASE-PRI	11,297.00		19125	1/07/25
CITIZENS BANK OF NEW HAVEN	HSA	105.17	11,664.58	19126	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	36.62		19093	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	33.23		19104	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	23.86	93.71	19128	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	58.05		19092	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	52.67		19103	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	37.81	148.53	19127	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	629.03		12066465	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066468	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	582.04		12066469	12/27/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066470	12/31/24
FED/FICA WITHHOLDING	FED/FICA TAX	628.61	2,608.58	12066477	1/10/25
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		2,446.18	12066475	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		288.86	19122	1/02/25
MO DEPT OF REVENUE	WATER SALES TAX 9.225%		2,070.95	19123	1/03/25

	02 LIABILITIES TOTAL		19,384.22		
REVENUES					
MO DEPT OF REVENUE			41.42-	19123	1/03/25

	03 REVENUES TOTAL		41.42-		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES			19129	1/13/25
AMEREN MISSOURI	ELECTRIC		1,636.95	19096	12/19/24
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		1,496.84	19100	12/23/24
AT & T MOBILITY	CELL PHONE			19131	1/13/25
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS			19132	1/13/25
CITIZENS BANK OF NEW HAVEN	SERIES 2015 LEASE PURCHASE-INT		1,400.01	19125	1/07/25
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT POS	20.82		12066473	12/10/24
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT ONLINE PAYMENTS	142.78	163.60	12066474	12/10/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	81.55		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	20.03	101.58	19121	1/02/25
CORPORATE BILLING LLC	CYLINDER&MOUNT BLOCKS, RESEAL			19138	1/13/25
FP MAILING SOLUTIONS	POSTAGE		150.00	12066472	12/23/24
HOLT ELECTRICAL SUPPLIES	GELFILLED CONNECTOR WATER METE			19144	1/13/25
MISSOURI RURAL WATER ASSN	2025 MEMBERSHIP DUES			19151	1/13/25
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS			19159	1/13/25
60	WATER TOTAL		4,948.98		
09	WATER TOTAL		24,291.78		
SEWER					
LIABILITIES					
AFLAC	AFLAC PRETAX		62.80	19111	12/31/24
CITIZENS BANK OF NEW HAVEN	HSA	72.13		19091	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	43.06		19095	12/13/24
CITIZENS BANK OF NEW HAVEN	HSA	104.15		19102	12/27/24
CITIZENS BANK OF NEW HAVEN	HSA	43.07		19105	12/31/24
CITIZENS BANK OF NEW HAVEN	SERIES 2015 LEASE PURCHASE-PRI	11,297.00		19125	1/07/25
CITIZENS BANK OF NEW HAVEN	HSA	105.17	11,664.58	19126	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	32.16		19093	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	33.23		19104	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT 2	27.76	93.15	19128	1/10/25
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	50.96		19092	12/13/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	52.67		19103	12/27/24
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	44.03	147.66	19127	1/10/25
FED/FICA WITHHOLDING	FED/FICA TAX	617.12		12066465	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066468	12/13/24
FED/FICA WITHHOLDING	FED/FICA TAX	582.05		12066469	12/27/24
FED/FICA WITHHOLDING	FED/FICA TAX	384.45		12066470	12/31/24
FED/FICA WITHHOLDING	FED/FICA TAX	643.61	2,611.68	12066477	1/10/25
MISSOURI LAGERS	EMPLOYEE PENSION PLAN		2,480.07	12066475	12/13/24
MISSOURI DEPARTMENT OF REVENUE	STATE WITHHOLDING		287.66	19122	1/02/25
02	LIABILITIES TOTAL		17,347.60		
SEWER					
21 DESIGN GROUP, INC.	GIS MAP MAINT & UPDATES			19129	1/13/25
AMEREN MISSOURI	ELECTRIC		2,018.29	19096	12/19/24
ANTHEM BCBS MO GROUP	HEALTH INSURANCE		1,496.84	19100	12/23/24
AT & T MOBILITY	CELL PHONE			19131	1/13/25
BEE CREATIVE EMBROIDERY,LLC	HOODIES & LONG SLEEVE SHIRTS			19132	1/13/25
CITIZENS BANK OF NEW HAVEN	SERIES 2015 LEASE PURCHASE-INT		1,400.01	19125	1/07/25

CLAIMS REPORT

Check Range: 12/10/2024- 1/13/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT POS	20.80		12066473	12/10/24
CSG FORTE PAYMENTS, INC	CREDIT/DEBIT ONLINE PAYMENTS	142.78	163.58	12066474	12/10/24
DELTA DENTAL OF MO LOCKBOX	DENTAL INSURANCE	81.55		19116	1/02/25
DELTA DENTAL OF MO LOCKBOX	VISION INSURANCE	20.03	101.58	19121	1/02/25
FP MAILING SOLUTIONS	POSTAGE		150.00	12066472	12/23/24
HEARTLAND ENVIRONMENTAL	SEB'S FOR SLUDGE LAGOON			19143	1/13/25
MISSOURI RURAL WATER ASSN	2025 MEMBERSHIP DUES			19151	1/13/25
MO DEPT OF NATURAL RESOURCES	INTEREST DUE		259.70	19089	12/10/24
MUNICIPAL EQUIPMENT CO	CHECK VALVES LS #3			19153	1/13/25
NEW HAVEN LUMBER	2x4 10, 2x4 12 CONST SPF			19157	1/13/25
OFFICE SUPPLIES & EQUIPMENT	1000 PURCHASE ORDERS			19159	1/13/25
PACE ANALYTICAL SERVICES, LLC	TEST FOR LAGOON			19160	1/13/25
PLUMB SUPPLY COMPANY-WAS	4X3 SADDLE TEE KIT			19162	1/13/25

61	SEWER TOTAL		5,590.00		

11	SEWER TOTAL		22,937.60		
			=====		
	Accounts Payable Total		200,136.69		

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD 50.0%		YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
		TOTAL BUDGET	MTD BALANCE			
	GENERAL ADMIN TOTAL	889,443.36	45,969.96	219,282.58	24.65	670,160.78
	PUBLIC WORKS TOTAL	277,122.08	13,549.28	72,079.72	26.01	205,042.36
	POLICE DEPARTMENT TOTAL	700,750.00	62,694.12	395,421.25	56.43	305,328.75
	EMERGENCY MANAGEMENT TOTAL	15,175.00	549.08	3,314.59	21.84	11,860.41
	MUNICIPAL COURT TOTAL	42,350.00	2,222.32	12,515.96	29.55	29,834.04
	GENERAL TOTAL	1,924,840.44	124,984.76	702,614.10	36.50	1,222,226.34
	PARKS TOTAL	90,000.00	.00	.00	.00	90,000.00
	PARK MAINTENANCE & IMPROV TOTA	90,000.00	.00	.00	.00	90,000.00
	PARKS TOTAL	74,025.00	242.68	4,369.23	5.90	69,655.77
	POOL TOTAL	290,696.00	88.63	126,967.12	43.68	163,728.88
	ADMIN TOTAL	4,099.92	199.79	1,543.61	37.65	2,556.31
	PARK BOARD TOTAL	368,820.92	531.10	132,879.96	36.03	235,940.96
	NATURAL GAS TOTAL	1,185,336.07	61,268.62	245,292.81	20.69	940,043.26
	NATURAL GAS TOTAL	1,185,336.07	61,268.62	245,292.81	20.69	940,043.26
	TRANSPORTATION TAX TOTAL	143,900.00	10,086.72	37,015.66	25.72	106,884.34
	TRANSPORTATION TAX TOTAL	143,900.00	10,086.72	37,015.66	25.72	106,884.34
	MOTOR FUEL TOTAL	64,000.00	591.95	4,267.18	6.67	59,732.82
	MOTOR FUEL TOTAL	64,000.00	591.95	4,267.18	6.67	59,732.82
	CIST FUND TOTAL	374,620.00	.00	29,102.22	7.77	345,517.78
	CAPITAL IMP SALES TAX TOTAL	374,620.00	.00	29,102.22	7.77	345,517.78
	WATER TOTAL	632,613.47	26,472.64	141,374.76	22.35	491,238.71
	WATER TOTAL	632,613.47	26,472.64	141,374.76	22.35	491,238.71
	SEWER TOTAL	1,187,448.30	31,624.21	362,626.91	30.54	824,821.39
	SEWER TOTAL	1,187,448.30	31,624.21	362,626.91	30.54	824,821.39
	CIPRF TOTAL	100.00	.00	.00	.00	100.00
	CAP IMP PROJ RSRV FUND TOTAL	100.00	.00	.00	.00	100.00
	TOTAL EXPENSES	5,971,679.20	255,560.00	1,655,173.60	27.72	4,316,505.60

REVENUE REPORT

CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	REVENUES TOTAL	1,422,513.00	81,758.08	855,008.96	60.11	567,504.04
	GENERAL TOTAL	1,422,513.00	81,758.08	855,008.96	60.11	567,504.04
	REVENUES TOTAL	92,430.00	83.09	78,918.43	85.38	13,511.57
	PARK MAINTENANCE & IMPROV TOTA	92,430.00	83.09	78,918.43	85.38	13,511.57
	REVENUES TOTAL	361,220.00	6,533.19	199,518.40	55.23	161,701.60
	PARK BOARD TOTAL	361,220.00	6,533.19	199,518.40	55.23	161,701.60
	REVENUES TOTAL	1,133,975.00	125,459.67	458,425.14	40.43	675,549.86
	NATURAL GAS TOTAL	1,133,975.00	125,459.67	458,425.14	40.43	675,549.86
	REVENUES TOTAL	145,065.00	11,038.34	65,490.38	45.15	79,574.62
	TRANSPORTATION TAX TOTAL	145,065.00	11,038.34	65,490.38	45.15	79,574.62
	REVENUES TOTAL	83,050.00	8,769.65	49,629.70	59.76	33,420.30
	MOTOR FUEL TOTAL	83,050.00	8,769.65	49,629.70	59.76	33,420.30
	REVENUES TOTAL	315,000.00	11,040.13	180,766.68	57.39	134,233.32
	CAPITAL IMP SALES TAX TOTAL	315,000.00	11,040.13	180,766.68	57.39	134,233.32
	REVENUES TOTAL	452,225.00	37,613.53	259,615.75	57.41	192,609.25
	WATER TOTAL	452,225.00	37,613.53	259,615.75	57.41	192,609.25
	REVENUES TOTAL	880,454.00	44,939.12	278,715.93	31.66	601,738.07
	SEWER TOTAL	880,454.00	44,939.12	278,715.93	31.66	601,738.07
	REVENUES TOTAL	5,000.00	43.05	223.86	4.48	4,776.14
	CAP IMP PROJ RSRV FUND TOTAL	5,000.00	43.05	223.86	4.48	4,776.14

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REVENUE REPORT
CALENDAR 12/2024, FISCAL 6/2025

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TOTAL REVENUE	4,890,932.00	327,277.85	2,426,313.23	49.61	2,464,618.77

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CITY OF NEW HAVEN
REVENUE & EXPENSE REPORT
CALENDAR 12/2024, FISCAL 6/2025

		LAST REPORT		REVENUES		EXPENSES		CHANGE IN		ENDING		EXPENSE		YTD		YTD		REMAINING		REMAINING	
		ON HAND						LIABILITY		BALANCE		BUDGET		REVENUE		EXPENSE		EXP BUDGET		EXP%	
01	GENERAL	983,003.62		81,758.08	124,984.76	21,802.81	1,012,017.24	1,924,840.44		855,008.96	702,614.10	1,222,226.34	63.50								
02	PARK MAINTENANCE & IMPRO	58,202.48		83.09	.00	.00	70,490.18	90,000.00		78,918.43	.00	90,000.00	100.00								
03	PARK BOARD	210,476.13		6,533.19	531.10	33.42	216,511.64	368,820.92		199,518.40	132,879.96	235,940.96	63.97								
04	NATURAL GAS	1,390,223.28		125,459.67	61,268.62	986.56	1,394,421.25	1,185,336.07		458,425.14	245,292.81	940,043.26	79.31								
05	TRANSPORTATION TAX	149,909.12		11,038.34	10,086.72	159.23	150,701.51	143,900.00		65,490.38	37,015.66	106,884.34	74.28								
06	MOTOR FUEL	154,607.56		8,769.65	591.95	.00	162,785.26	64,000.00		49,629.70	4,267.18	59,732.82	93.33								
07	DEBT SERVICE	.00		.00	.00	.00	.00	.00		.00	.00	.00	.00								
08	CAPITAL IMP SALES TAX	169,688.07		11,040.13	.00	2,500.00	178,228.20	374,620.00		180,766.68	29,102.22	345,517.78	92.23								
09	WATER	339,131.33		37,613.53	26,472.64	127.40	353,465.47	632,613.47		259,615.75	141,374.76	491,238.71	77.65								
11	SEWER	352,834.93		44,939.12	31,624.21	794.43	366,382.34	1,187,448.30		278,715.93	362,626.91	824,821.39	69.46								
14	CAP IMP PROJ RSRV FUND	449,094.25		43.05	.00	.00	449,137.30	100.00		223.86	.00	100.00	100.00								
Report Total		4,257,170.77		327,277.85	255,560.00	19,241.73	4,354,140.39	5,971,679.20		2,426,313.23	1,655,173.60	4,316,505.60	72.28								

BANK CASH REPORT
2024

BANK FUND GL	BANK NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
CITIZENS - CHECKING							

BANK	CITIZENS - CHECKING						3,508,636.12
01	CASH - GENERAL FUND	543,708.63	144,584.63	126,030.05	562,263.21		
01	RIVERFRONT SITE RESTRICTED	30,329.13	2.92	0.00	30,332.05		
01	PROP P RESTRICT	141,084.33	10,430.33	0.00	151,514.66		
01	RESTRICT CASH/POLICE DONA	33,335.64	3.21	0.00	33,338.85		
01	DOWNTOWN NH CID	0.00	0.00	0.00	0.00		
01	COP RESTRICTED CASH	0.00	0.00	0.00	0.00		
01	INSURANCE PROCEEDS RESTRICTED	0.00	0.00	0.00	0.00		
01	PROP P RESERVE	19,867.72	1.91	0.00	19,869.63		
01	ARPA - CASH	214,678.17	20.67	0.00	214,698.84	2,746.98	
02	CASH - PARK MAINT & IMPROV	58,202.48	12,287.70	0.00	70,490.18		
04	CASH - NATURAL GAS	1,180,169.85	70,089.48	65,911.29	1,184,348.04	2,301.55	
05	CASH - TRANSPORTATION TAX	149,909.12	11,059.22	10,266.83	150,701.51	431.63	
06	CASH - MOTOR FUEL	154,607.56	8,769.65	591.95	162,785.26		
08	CASH - CAPITAL IMP SALES TAX	169,688.07	11,040.13	2,500.00	178,228.20	2,500.00	
09	CASH - WATER	140,531.26	43,123.39	28,808.37	154,846.28		
09	REPAIR AND REPLACEMENT	198,600.07	19.12	0.00	198,619.19	1,689.23	
11	CASH - SEWER	49,635.50	46,146.68	25,778.13	70,004.05		
11	SEWER REPAIR/REPLACEMENT	303,199.43	28.86	6,850.00	296,378.29	1,518.79	
19	CASH - DEPOSIT FUNDS	21,711.30	530.00	439.65	21,801.65		
19	DEPOSIT	0.00	0.00	0.00	0.00		
19	BID SECURITY DEPOSIT	0.00	0.00	0.00	0.00	1,264.69	
	PENDING CREDIT-CARD DEPOSITS					4,036.64	

	CITIZENS - CHECKING TOTALS	3,409,258.26	358,137.90	267,176.27	3,500,219.89	8,416.23	3,508,636.12
CITIZENS - PROTESTED TAX							

BANK	CITIZENS - PROTESTED TAX						
01	PROTESTED TAXES	0.00	0.00	0.00	0.00		

	CITIZENS - PROTESTED TAX TOTAL	0.00	0.00	0.00	0.00	0.00	0.00
CITIZENS - DEBT SERVICE							

BANK	CITIZENS - DEBT SERVICE						
07	CASH - DEBT SERVICE	0.00	0.00	0.00	0.00		

	CITIZENS - DEBT SERVICE TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
CITIZENS - CHECKING PARK BRD							

BANK	CITIZENS - CHECKING PARK BRD						88,872.50
03	CASH - PARK BOARD	19,986.28	6,512.11	497.68	26,000.71		
03	DEDICATED PROPERTY TAX POOL	39,697.41	0.00	0.00	39,697.41		
03	DOWNTOWN PLAYGROUND DONATIONS	22,582.00	0.00	0.00	22,582.00	592.38	

	CITIZENS - CHECKING PARK BRD T	82,265.69	6,512.11	497.68	88,280.12	592.38	88,872.50

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BANK CASH REPORT

2024

BANK FUND GL	BANK NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
CITIZENS - SAVINGS PARK BOARD							
BANK 03	CITIZENS - SAVINGS PARK BOARD						128,231.52
	CASH RESERVES (SAVINGS)	128,210.44	21.08	0.00	128,231.52		
	CITIZENS - SAVINGS PARK BOARD	128,210.44	21.08	0.00	128,231.52	0.00	128,231.52
7/2025 Transaction cleared on statement was entered in a future period.							
1/01/2025 Calculated Statement Balance							
							21.78
							128,253.30
CAPITAL IMP PROJ FUND RESERVE							
BANK 14	CAPITAL IMP PROJ FUND RESERVE						449,137.30
	CAP IMP PROJ RSRV-CASH	0.00	0.00	0.00	0.00		
14	CASH-CIPRF CHOICE CHECKING	449,094.25	43.05	0.00	449,137.30		
	CAPITAL IMP PROJ FUND RESERVE	449,094.25	43.05	0.00	449,137.30	0.00	449,137.30
CITIZENS-NH MUNICIPAL POOL							
BANK 03	CITIZENS-NH MUNICIPAL POOL						
	NH MUNICIPAL POOL RESTRICTED	0.00	0.00	0.00	0.00		
	CITIZENS-NH MUNICIPAL POOL TOT	0.00	0.00	0.00	0.00	0.00	0.00
CITIZENS BANK- NAT GAS RESRV							
BANK 04	CITIZENS BANK- NAT GAS RESRV						210,073.21
	NATURAL GAS RESERVE	210,053.43	19.78	0.00	210,073.21		
	CITIZENS BANK- NAT GAS RESRV T	210,053.43	19.78	0.00	210,073.21	0.00	210,073.21
FIRST BANK OF MO - COP PROJECT							
BANK 11	FIRST BANK OF MO - COP PROJECT						
	COP SERIES 2014	0.00	0.00	0.00	0.00		
	FIRST BANK OF MO - COP PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
CITIZENS BANK OF NH-COP 2019							
BANK 11	CITIZENS BANK OF NH-COP 2019						198,817.68
	COP SERIES 2019	198,817.68	32.69	0.00	198,850.37		
	DEPOSITS					32.69	
	CITIZENS BANK OF NH-COP 2019 T	198,817.68	32.69	0.00	198,850.37	32.69-	198,817.68
TOTAL OF ALL BANKS							
		4,477,699.75	364,766.61	267,673.95	4,574,792.41	8,975.92	4,583,768.33

Report of Money Collected for the Month of December 2024

General Revenue	Outstanding from Previous Month	New Billings	Total to be Collected	Actual Collected	Outstanding
Gen Rev - R/est	296.81	0.00	296.81	0.00	296.81
Gen Rev - P.P.	1,213.72	0.00	1,213.72	0.00	1,213.72
Park - R/est	110.18	0.00	110.18	0.00	110.18
Park - P.P.	497.77	0.00	497.77	0.00	497.77
FRC Gen Rev -R/est	249,548.99	0.00	249,548.99	42,642.76	206,906.23
FRC Gen Rev -P.P.	83,441.65	387.95	83,829.60	7,836.84	75,992.76
FRC Park -R/est	60,403.91	0.00	60,403.91	10,308.76	50,095.15
FRC Park -P.P.	20,350.23	94.34	20,444.57	1,895.85	18,548.72
FRC Park Debt-R/est	110,297.33	0.00	110,297.33	18,988.96	91,308.37
FRC Park Debt-P.P.	36,118.60	164.92	36,283.52	3,472.60	32,810.92
Penalties Gen (all)	0.00	268.61	268.61	268.61	0.00
Penalties Park (all)	0.00	65.89	65.89	65.89	0.00
Penalties Park Debt (all)	0.00	107.14	107.14	107.14	0.00
Interest Gen (all)	0.00	45.09	45.09	45.09	0.00
Interest Park (all)	0.00	10.90	10.90	10.90	0.00
Interest Park Debt (all)	0.00	20.06	20.06	20.06	0.00
Railroad Utility Gen	0.00	0.00	0.00	0.00	0.00
Railroad Utility Park	0.00	0.00	0.00	0.00	0.00
Railroad Utility Park Dbt	0.00	0.00	0.00	0.00	0.00
Financial Inst Tax Gen	0.00	0.46	0.46	0.46	0.00
Financial Inst Tax Park	0.00	0.11	0.11	0.11	0.00
Financial Inst Tax Park Dbt	0.00	0.20	0.20	0.20	0.00
Sales Tax	0.00	23,713.81	23,713.81	23,713.81	0.00
Franchise Utility	0.00	563.52	563.52	563.52	0.00
Franchise Tax - Ameren	0.00	11,200.49	11,200.49	11,200.49	0.00
Motor Vehicle	0.00	3,307.32	3,307.32	3,307.32	0.00
Cigarette Tax	0.00	257.44	257.44	257.44	0.00
Animal License	0.00	0.00	0.00	0.00	0.00
Business License	0.00	135.00	135.00	135.00	0.00
ATV License (new)	0.00	0.00	0.00	0.00	0.00
Veh License Receivables	470.00	0.00	470.00	0.00	470.00
Berger Utility -Water/Sewer/Trash	0.00	94.60	94.60	94.60	0.00
Building Permits	0.00	5,905.00	5,905.00	5,905.00	0.00
Zoning Permits	0.00	0.00	0.00	0.00	0.00
Occupancy Permits	0.00	280.00	280.00	280.00	0.00
Material Labor	16,144.75	0.00	16,144.75	0.00	16,144.75
PD Supply Expense	0.00	0.00	0.00	0.00	0.00
PD Grant	0.00	0.00	0.00	0.00	0.00
POLICE CVC	0.00	0.00	0.00	0.00	0.00
POLICE Reports	0.00	0.00	0.00	0.00	0.00
COURT FINES	0.00	0.00	0.00	0.00	0.00
Tourism Tax	0.00	0.00	0.00	0.00	0.00
PD-Prop P Sales Tax	0.00	10,416.25	10,416.25	10,416.25	0.00
Rent-Cingular AT&T Mobility	0.00	1,760.25	1,760.25	1,760.25	0.00
Rent-YHTI	0.00	400.00	400.00	400.00	0.00
Rent - Olive St Cell tower	0.00	950.00	950.00	950.00	0.00
FRC Grant	0.00	0.00	0.00	0.00	0.00
Gen Rev Misc	0.00	0.00	0.00	0.00	0.00
TOTAL	\$578,893.94	\$60,149.35	\$639,043.29	\$144,647.91	\$494,395.38

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	Outstanding from Previous Month	New Billings	Total to be Collected	Actual Collected	Outstanding
Water Operating					
Water Residential	43,691.54	39,160.62	82,852.16	42,430.94	40,421.22
Water Material Tax	39.37	0.00	39.37	4.25	35.12
Water Other Rec.	0.00	0.00	0.00	0.00	0.00
Sales Tax Reimbursement	0.00	0.00	0.00	0.00	0.00
Water Turn on/off	0.00	0.00	0.00	0.00	0.00
Water Labor & Material & Int	540.79	0.00	540.79	46.08	494.71
Water Tap	0.00	200.00	200.00	200.00	0.00
Trash	29,061.77	22,834.12	51,895.89	22,791.55	29,104.34
TOTAL	\$73,333.47	\$62,194.74	\$135,528.21	\$65,472.82	\$70,055.39
*****	*****	*****	*****	*****	*****
Sewer Sp Road District	0.00	0.00	0.00	0.00	0.00
Sewer Surplus	0.00	0.00	0.00	0.00	0.00
Sewer Charge	51,690.13	44,809.11	96,499.24	45,868.73	50,630.51
Sewer Tap	0.00	250.00	250.00	250.00	0.00
Motor Fuel	0.00	8,754.37	8,754.37	8,754.37	0.00
Motor Fuel Park transfer	0.00	0.00	0.00	0.00	0.00
Motor Fuel Curb & Sidewalk	0.00	0.00	0.00	0.00	0.00
Water Deposit-(new way)	10,940.30	250.00	11,190.30	219.65	10,970.65
Trash Deposit-(new way)	5,256.00	90.00	5,346.00	150.00	5,196.00
Nat Gas Deposit-(new way)	5,515.00	130.00	5,645.00	130.00	5,515.00
Natural Gas Surplus	0.00	0.00	0.00	0.00	0.00
Gas Material/Int/ Inspection & City of Berger-operating/transp (put together now)	5,004.10	1,562.28	6,566.38	1,314.68	5,251.70
Natural Gas Collection	61,243.29	134,953.44	196,196.73	74,447.08	121,749.65
Gas Misc - PEPL Rate Refund	0.00	0.00	0.00	0.00	0.00
Gas Sales Tax Reimb	0.00	0.00	0.00	0.00	0.00
Trans Tax	0.00	11,023.87	11,023.87	11,023.87	0.00
Trans Tax - Park Transfer	0.00	0.00	0.00	0.00	0.00
Trans Tax - Misc	0.00	0.00	0.00	0.00	0.00
Capital Imp Sales Tax	0.00	11,023.89	11,023.89	11,023.89	0.00
CIST - Franklin County Grant	0.00	0.00	0.00	0.00	0.00
CIST - Special Assess	0.00	0.00	0.00	0.00	0.00
Reimbursement #3 Park Shared Use Path Tap Project (08-03-3427) Progress Inv #3	0.00	0.00	0.00	0.00	0.00
Cap Imp-Dwntwn Phase 1 (Extra Payment Const) Reimb #31 CE Cochran Inv# 8, 9 &10	0.00	0.00	0.00	0.00	0.00
Cap Imp-Dwntwn Imprvmnt Phase 2 Reimbursment #24 CE Cochran Inv #8 & 9	0.00	0.00	0.00	0.00	0.00
Tourism Tax	0.00	0.00	0.00	0.00	0.00
CIPRF Budget Transfer	0.00	0.00	0.00	0.00	0.00
CIPRF Fund	0.00	0.00	0.00	0.00	0.00
TOTAL	\$139,648.82	\$212,846.96	\$352,495.78	\$153,182.27	\$199,313.51

City of New Haven
Special Assessments
December 31, 2024

01-01-1016 Receivable 6.30.24	01-03-3072 New Assessments	01-03-3123 Interest Late Payment	01-03-3072 Write-Off	01-01-1016 Payments	01-01-1016 Receivable 6.30.25
15,253.02	-	516.01	-	-	15,769.03
-	-	-	-	-	-
<u>15,253.02</u>	<u>-</u>	<u>516.01</u>	<u>-</u>	<u>-</u>	<u>15,769.03</u>

General Revenue:

08/21/07 *Thomas Pataky

(*Lien on Property)

04-01-1016 Receivable 6.30.24	04-03-3072 New Assessments	04-03-3123 Interest Late Payment	04-03-3072 Write-Off	04-01-1016 Payments	04-01-1016 Receivable 6.30.25
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Natural Gas:

08-01-1016 Receivable 6.30.24	08-03-3072 New Assessments	08-03-3123 Interest Late Payment	08-03-3072 Write-Off	08-01-1016 Payments	08-01-1016 Receivable 6.30.25
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Capital Improvement Sales Tax:

<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

	01-01-1061 Receivable 6.30.24	Interest Late Payment	Street	Police	Street Excavating	Labor & Material	Rent	Other	01-01-1061 Payments	01-01-1061 Receivable 6.30.25
General Revenue:										
08/16/17 Franklin C	212.50	-	-	-	-	-	-	-	-	212.50
06/17/21 Leanne (C	163.22	-	-	-	-	-	-	-	-	163.22
	375.72	-	-	-	-	-	-	-	-	375.72
Natural Gas:										
04-01-1061 Receivable 6.30.24		Interest Late Payment	City of Berger	Material	Labor	Inspection & Tap Fee	Other	Other	04-01-1061 Payments	04-01-1061 Receivable 6.30.25
07/01/24 City of Berger	1,095.82	-	7,288.01	-	-	-	-	-	7,022.80	1,361.03
07/10/24 Artisan Signage	-	86.18	-	3,754.49	-	50.00	-	-	-	3,890.67
10/09/24 Robert Elliott	-	-	-	400.00	#####	-	-	-	1,900.00	-
	1,095.82	86.18	7,288.01	4,154.49	-	-	-	-	8,922.80	5,251.70
Water:										
09-01-1061 Receivable 6.30.23		Interest Late Payment	Labor & Material	Water Tap	Tax	Sewer Tap	Other	Tax Pymt	09-01-1061 Lab/Mat Pymt	09-01-1061 Receivable 6.30.24
11/2/2023 TNT Underpass	44.38	2.03	-	-	3.92	-	-	-	50.33	-
7/10/2024 NB West	-	-	86.20	-	7.95	-	-	7.95	86.20	-
8/6/2024 Environment Canada	-	-	50.11	-	4.62	-	-	4.62	50.11	-
8/15/2024 Courtney	-	3.68	490.70	-	35.45	-	-	-	-	529.83
9/4/2024 Artisan Signage	-	-	625.95	-	57.74	-	-	-	683.69	-
10/3/2024 Hinton Police	-	-	1,500.00	-	138.38	-	-	-	1,638.38	-
	44.38	5.71	-	-	248.06	-	-	12.57	2,508.71	529.83
Trans Tax:										
05-01-1061 Receivable 6.30.23		Interest Late Payment	Labor & Material	Add'l Fee	Other	Other	Other	Tax Pymt	05-01-1061 Lab/Mat Pymt	05-01-1061 Receivable 6.30.24
		-	0.00	-	-	-	-	-	-	-

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Public Works Report for December 2024

Water Department: Water main break Roberta.

Routine Daily and Monthly Jobs

- Monthly readings of water meters
- Daily readings of wells and towers
- Meter maintenance/change outs, turn on/off, and read outs.
- Radio Read installed.
- Utility locates (MO One Call)
- Monthly water tests
- Backflow notices
- Mow Grass

Wastewater Department

The flow monitors have been installed in the manholes for the I and I study. I have sent emails and placed phone calls regarding results and have not received anything. Had an issue with lift station three not running. We were waiting for parts to repair the check valves. As soon as we have these, we will repair the check valves.

Routine Daily and Monthly Jobs

- Daily readings of lift stations and lagoon discharges
- Daily and monthly tests of lagoon effluent per NPDES permit
- Aerator maintenance and operation
- Monthly wastewater reports prepared and sent to MO DNR
- Mow Grass

Street Department.

We have only had two of the easements for the Douglas Street project signed. The other property owners have expressed various concerns with the easements. Would the board like to meet with the residents to discuss the concerns that they have. Or does the board want to proceed with the project and just not install the sidewalks. The winter storm that we had was challenging for us to deal with due to the ice, sleet and snow as well as the low temps. We had a total of 153 manpower hours and used around 75 tons of salt.

Routine Jobs Street Department

- Street sign maintenance
- Clean storm grates and sweep up rock.
- Mow Grass

Natural Gas Department We responded to several leak calls in both New Haven and Berger. We had a major leak under concrete that we had to dig up and cap off the service on Arizona St.

Routine Jobs Natural Gas Department

- Line patrol and regulator station checks.
- Odorant checks New Haven and Berger
- Monthly readings of gas meters
- Meter change outs, readouts, turn-ons/off
- Utility locates - MO One Call
- Gas Inspections
- OQ qualifications
- Change pressure chart and check TBS.

Storm Water Clean Grates

Parks And Recreation- We cut up a tree that fell across the trail behind LS #5. We started the remodel for the women's side of the main park restroom. We had to remove the center wall and move it back so that we could use the existing sewer lines as they no longer make a toilet of that size.

Routine Jobs Parks Department

Clean restrooms and empty trash twice weekly

Mow grass.

Trim

Pool-

Colter Memorial Playground

Routine Weekly and Monthly Jobs

- Safety meeting with employees and safety video
- Safety inspections of vehicles
- Cleaning of public restrooms

Note- The power center on the levee at Olive is online. Ameren and Meyer Electric have switched the system over. When we first discovered the power center was the wrong one we were told that it was going to cost \$30,00.00 to get the correct power center. The wrong one was ordered through no fault of the city. After many phone calls, meetings and emails the project ended up costing the city nothing.

Building Department

Work Under Construction

End of the Month Report for December, 2024

<u>Date Issued</u>	<u>New Residential Location</u>		<u>Permit Number</u>
7/29/2024	101 Kemp	New House	2101
11/20/2023	208 Thurman	New House	2056
4/22/2024	303 Circle Dr	New House	2085
12/13/2024	513 McNair	New House	2114

<u>Date Issued</u>	<u>New Commercial/ Industrial Location</u>		<u>Permit Number</u>
2/6/2024	1101 Miller	Storage Building	2066

<u>Date Issued</u>	<u>Remodel / Addition / Demo Permits</u>		<u>Permit Number</u>	
5/12/2023	215 Selma	Restore Foundation & Building	2025	
5/31/2023	123 Front St	Whole Building Remodel	2030	
8/8/2023	1102 Cottonwood	Exterior Repairs	2039	
10/18/2023	408 Locust	Remove Kit / Bath	2052	
10/31/2023	1013 Miller St	Accessory Structure	2055	
11/13/2023	506 Maupin	Interior Remodel	1956	
2/6/2024	1104 Miller	Exterior/Interior Repair	2067	
2/14/2024	308 Bates	Interior Remodel	2068	
2/23/2024	208 Melrose	Interior Remodel	2072	
3/18/2024	9267 Hwy 100	Pool-Retaining Wall	2079	
4/9/2024	9267 Hwy 100	Deck - Interior Remodel	2082	FINAL
4/24/2024	705 Douglas	Deck	2086	
5/1/2024	311 Locust	Carport	2087	
5/24/2024	906 Miller St	Bath Remodel	2090	
5/24/2024	714-716 Olive St	Interior Remodel	2091	
5/29/2024	803 Maupin	Interior Remodel	2092	
5/29/2024	407 Vine	Screen Porch	2092A	
5/29/2024	302 Locust	Deck/Fence/Pool	2093	
6/6/2024	116 Emmons	Deck	2095	
6/11/2024	104 Miller St	Interior Demo	2096	
6/25/2024	1100 Miller St	Interior Remodel	2097	
7/2/2024	301 Roberta	Fence	2098	
7/26/2024	1007 Olive	Bath / Laundry Remodel	2100	
8/16/2024	202 Selma	Interior Remodel	2101	
8/23/2024	9267 Hwy 100	Accessory Structure	2102	
9/10/2024	214 H Maupin	Accessory Structure	2104	
9/19/2024	104 Miller St	Interior Remodel	2105	
10/3/2024	304 Kenneth St	Electric Service Upgrade	2106	
10/25/2024	108 Arizona	Interior Remodel	2108	
10/25/2024	214 Q Maupin	Deck	2109	
11/12/2024	208 Selma	Carport	2110	
12/20/2024	1018 Maupin	Whole Building Remodel	2111	
12/2/2024	801 Miller	Interior Remodel	2112	
12/10/2024	303 Locust	Interior Remodel	2113	
12/20/2024	301 Industrial Drive	Addition	2115	
12/23/2024	913 Maupin	Interior Remodel	2116	

<u>Date Issued</u>	<u>Zoning Permits</u>		<u>Permit Number</u>
10/24/2024	102 Dwayne Von Behren	Sign	S2107

Residential Occupancy Permits

	<u>Amount of Permits Issued</u>
April-24	3
May-24	4
June-24	4
July-24	4
August-24	3
September-24	2
October-24	3
November-24	1
December-24	3

Commercial/ Industrial Occupancy Permits

	<u>Amount of Permits Issued</u>
February-23	2
March-23	2

****Please do not discuss Property Maintenance/ Zoning Code Violations in the Board of Alderman open session. Feel free to contact me. -Michael Fleege ****

December, 2024

PROPERTY MAINTENANCE / ZONING CODE VIOLATIONS

Ref #	Notes	Address	Expiration Date	First Extension Date	Second Extension Date	Resolved	Date Sent to City Attorney
1	Several letters sent from 3/6/2023 to present Court Dates 3/22/2023 4/11/2023 5/31/2023 5/30/2023: Stop Work Order 5/31/2023: Court Date Jury Trial date requested 10/12/23 Union MO Court Date moved to 9/30/24 8/10/2024, Letter sent 8/26/2024, Letter sent 9/3/2024, Letter sent 10/4/24, Won judgement against in Jury Trial pending sentencing, court order Letter sent 6/21/2023 Pending appeal 6-26-2023 Verbal agreement to sign letter of absolution to City of New Haven As of 01/03/25 have not received.	105 Front St	5/28/2023	7/1/2023			3/10/2023
3		101 Elton	8/31/2023				

The City of New Haven is issuing a reminder to residents about the City's winter weather and snow removal plan.

Keeping the priority one streets clear remains the focus for City street crews in a snowstorm. The Public Works Department has split the town into two evenly divided sections, east and west half. The priority one streets or snow routes on the east half are Miller, Wall, Maupin, and Olivia Court, while the west half is comprised of Douglas, McNair (paved section of west end), Sunset and Olive. Keeping the City's many hills passable is the second priority and the third priority is the less hilly sections as well as lower populated areas.

Crews generally apply salt to the streets, and especially the hillsides, in advance of a winter storm. This helps keep the streets passable during the onset of a storm. Once the storm starts, priority one streets are the main focus.

In the event of a major storm, priority one streets are considered emergency routes. On the east side Miller is considered the main route, while on the west side Sunset and Olive are top priority. Residents are asked to remove vehicles from these streets so snowplows can keep both lanes of traffic open.

Keeping the City's many hills passable is a challenge in any winter weather event. The hill on Locust Street between Maupin and Olive (Baptist Hill) is a special challenge. Residents are asked to avoid driving this section during any snow or ice event. Residents should take caution on all the hills in town and if possible, try to avoid driving them when snow covered.

Snow removal crews generally have streets clear within a couple hours of a storm passing. Ideally, drivers can stay off the streets during a storm, when road conditions are at their worst. However, if you must drive, priority one streets should be your best bet to get in and out of town.

Crews work on the priority two streets as soon as the main streets are cleared. The hilly sections of priority two streets take priority over the less hilly sections. Priority three streets are the last to be cleared. Crews do take into consideration other factors and may have to deviate from the order of snow the routes at times. Factors that come into play are dismissal of area schools, shift changes at factories and access to businesses during peak business hours.

Crews clear streets one lane at a time, in each direction. Once the main lanes are cleared crews return to blade back to the curb. Removing parked vehicles is recommended in any snow event, but is especially helpful when crews work to blade to the curb. While the City rarely tows a parked vehicle, City crews do have the authority to move a vehicle if it is creating a traffic hazard, or in an emergency.

A common complaint from residents is snowplows which have bladed a driveway shut. One way to minimize this is to shovel snow to the left of the driveway, as you're facing your house. In the event of a high accumulation of snow, crews do return to assist residents in removal of excess snow piles. Keeping vehicles off the street will help in this instance as well.

There are many tricky spots in town during winter weather, but snowplow drivers say some of the worst include Olivia Court, Wall, Locust between Maupin and Olive, Locust between Morgan and Olive, the curve in the 700 block of Douglas, the curve in the 700 block of Sunset, and Bates between Miller and Maupin (tumbledown alley).

In summary residents are asked to be patient during a snowstorm, and if at all possible to stay off the streets and give crews time to work. If there is an emergency please contact the police department, and they will notify public works. For non-emergency calls, please contact Public Works at 573-237-3572. 500-2531

BILL NO. 25-1504

ORDINANCE NO. _____

INTRODUCED BY ALDERMEN _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-25 BUDGET AND WAGE AND SALARY SCHEDULE FOR EMPLOYEES OF THE CITY OF NEW HAVEN, MISSOURI

WHEREAS, the Board of Aldermen has determined that it is appropriate to amend the Wage and Salary Schedule in the Fiscal Year 2024-25 budget, the intent of which is to provide wage and salary increases for all eligible employees as hereinafter provided; and

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

SECTION ONE.

That the Board of Aldermen hereby amends the Wage and Salary Schedule in the Fiscal Year 2024-25, as adopted and amended, a copy of which said Wage and Salary Schedule is marked as "Exhibit A" and attached made fully part of herein. The Wage and Salary amendments as adopted herein shall become effective with the pay period beginning December 25, 2023.

SECTION TWO.

This Ordinance shall be in full force and effect both from and after its date of passage by the Board of Aldermen and approval by the Mayor. Any ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Read two times and passed by the Board of Aldermen this _____ day of January, 2025.

Approved by the Mayor this _____ day of January, 2025.

Jason Addison
Mayor

ATTEST:

Kathleen A. Trentmann
City Administrative

EXHIBIT A

WAGE & SALARY SCHEDULE FY 2024-25

All positions full-time (2080 hours) unless otherwise noted

General Administration	Employee	Current	Proposed
City Collector	Quick	\$21.00	\$22.00
City Administrator	Trentmann	\$41.18	\$42.18
Police			
Chief	Neace		\$37.50
Public Works			
Laborer	Kemper	\$27.30	\$28.30
Laborer	Maune	\$24.15	\$25.15
Laborer	Hudson	\$21.53	\$22.53
Public Works Director	Blankenship	\$34.65	\$35.65
Laborer	Gruenke	\$20.50	\$21.50
Laborer	Schrader	\$18.00	\$19.00

RESOLUTION NO. 25-199

A RESOLUTION ADOPTING A NEW HAVEN POLICE OFFICER PAY SCALE FOR THE CITY OF NEW HAVEN, MISSOURI POLICE DEPARTMENT;

WHEREAS, Chief Christopher Neace presented a proposal for a Pay Scale at the December Board meeting; and

WHEREAS, with the proposed Pay Scale, we will attract more experienced, qualified, and professional officers.

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

SECTION ONE.

The New Haven Pay Scale proposal, a copy of which is marked as "Exhibit A" and attached is hereby accepted and approved.

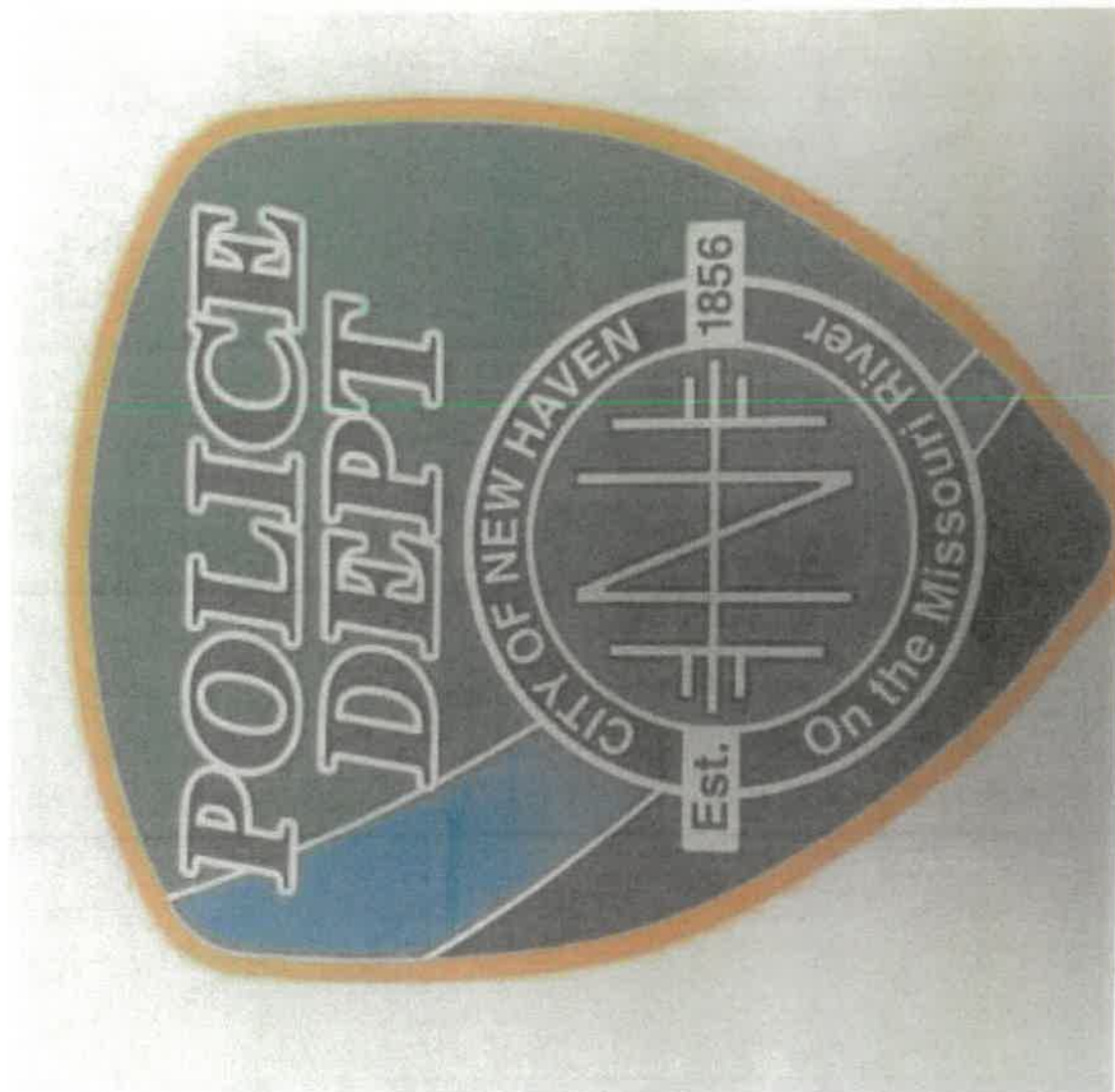
Adopted by the Board of Aldermen and approved by the Mayor on this 13th day of January, 2025.

Jason Addison, Mayor

ATTEST:

Kathleen A. Trentmann, City Administrator

"Exhibit A"



NEW HAVEN PAY SCALE PROPOSAL

0 Years Experience

\$25-\$26.50/hour

Why? You haven't done anything yet. You are starting from the beginning. Continue to learn and grow as an officer and the pay will come. Pay range dependent on if they have military experience or a college degree.



1-3 Years Experience

\$27-\$28.50/hour

Why? You have some experience, but not much. The range is for people that bring things to the table. An example being a 3-year officer who is an instructor in some capacity.



4-7 Years Experience

\$28.50-\$30/hour

Why? You have experience, enough that you should be able to be trusted to handle calls on your own without constantly asking for help. This range and above, the officer should be seasoned enough to be a realistic supervisor candidates.



8-10 Years Experience

\$30-\$32/hour

Why? You should know what you're doing by this point in your career. Also, the officer should be an instructor in a specialty field, such as firearms instructor, defensive tactics instructor, etc.



11-13 Years Experience

\$32-\$33.50/hour

Why? The City of New Haven is getting a quality officer. This many years on means they have passed up the average burnout that some officers face and are obviously in it for the long haul.



12-14 Years Experience

\$33.50-\$34/hour

Why? You are getting very experienced officers that may come from other agencies to finish out their career. The officer will have a lot to offer to the City of New Haven and its citizens.



15+ Years Experience

\$34/hour

Why? These officers are seeing the finish line. Chances are the officers are thinking about coming here and finishing a career here.



Assistant Chief

\$35/hour (\$72,800/year)

Why? The Assistant Chief cannot be making less than the patrol officers. In my initial proposal, I had top out pay at \$36/hr and the Assistant making \$70,000, so I lowered top out pay and raised the Assistant Chief's pay.



Chief

\$78,000/year

Mrs. Trentmann and I agreed on this salary with it raising when I graduate the Command College. In no other agency, or any other line of work, is the boss's pay so close to their second or even most experienced personnel. I did this because I believe in the cause. I want my officers, who are on the front lines, getting paid a competitive wage. I want to bring in some of the best. To do this, we must be competitive.



With this pay scale, we will
attract more experienced,
qualified, and professional
officers.



Worry more about
retention and you'll
worry less about
recruitment.



How?

- Eliminate the part-time officer positions, as right now I don't feel they are needed. We should move that money towards professional officers that want to serve New Haven in a full-time capacity. This will save considerable money on training, uniforms, equipment, and should save on some of the insurance expenses.
- Cut the number of officers from 7 to 6. As Chief I expect myself as well as my Assistant Chief to be working shifts. At a fully staffed department, 6 can work. I will gladly take 7, but if cutting a position to make sure the officers are paid competitively then it must happen. Also, when you cut a position, that is less insurance, retirement, equipment, etc.



RESOLUTION NO. 25-200

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR DISPATCHING SERVICES BETWEEN THE CITY OF NEW HAVEN, MISSOURI AND THE COUNTY OF FRANKLIN, MISSOURI

WHEREAS, the County of Franklin, Missouri has proposed an agreement for dispatching services to the City of New Haven: and

WHEREAS, the parties desire to enter into an agreement for said services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW HAVEN, MISSOURI, AS FOLLOWS:

SECTION ONE.

The Mayor is hereby authorized and directed, on behalf of the City of New Haven, to execute an Agreement for Dispatching Services with the County of Franklin, Missouri. A copy of the Agreement is attached hereto as Exhibit A and made fully a part hereof.

Adopted by the Board of Aldermen and approved by the Mayor on this 13th day of January, 2025.

Jason Addison, Mayor

ATTEST:

Kathleen A. Trentmann, City Administrator

Agreement for Dispatching Services Law Enforcement

THIS AGREEMENT, made and entered into this day the December 31, 2024 by and between Franklin County ("County") and the Law Enforcement Agency signed below ("Agency").

WHEREAS, County is organized under and by virtue of the Constitution and laws of the State of Missouri and is authorized by Chapter 70 RSMO to participate in cooperative programs with other political agencies and entities; and

WHEREAS, it is the purpose of the cooperative agreement to provide the structure by which centralized emergency and non-emergency law enforcement service along with all related services will be provided to the public as a whole; and

WHEREAS, Agency is desirous of entering into an agreement with County as a service contractor in order to provide to its constituency efficient communication and to manage emergency and non-emergency calls; and,

WHEREAS, both parties, County and Agency, understand that the fee structure is a temporary solution for the funding of the 911 system; and,

WHEREAS, both parties recognize the need for and agree to work together to develop a long-term funding solution; and,

WHEREAS, Agency deems it in the best interest and welfare of the inhabitants within its boundaries to enter into this Agreement for the purpose of obtaining emergency and non-emergency dispatching service; and,

WHEREAS, Agency, which is engaged in law enforcement emergency and non-emergency services wishes to become a Service Contractor with County.

NOW, THEREFORE, in consideration of the mutual promises and covenants of parties, it is hereby mutually agreed as follows;

1. County shall provide and maintain quarters, personnel, and equipment so as to meet the requirements and specifications of a dispatching center as set out in Section 321.245 of the Revised Statutes of Missouri, Chapter 190 of the Revised Statutes of Missouri and associated Code of State Regulations and Chapter 320 of the Revised Statutes of Missouri and associated Code of State Regulations.
2. Agency will be represented by a Law Enforcement Operations Board ("Board") made up of the County Sheriff and one Chief or their designee per Agency participating in this contract or one like it for Dispatching Services through Franklin County. The Board will guide operational Law

Enforcement functions of Dispatch through the E911 Director or his/her directly appointed County designee.

3. The Board will draft and implement operational plans for the Law Enforcement functions within the scope of the funding provided by the Agencies. County will support the operational plans of the Board provided they are reasonable, feasible, and legal as the County may determine. The Board cannot schedule or conduct any employee hiring, disciplinary actions, or termination. The Board may serve as an advisor to the E911 Director or his/her directly appointed County designee with applicable personnel matters in full accordance with the Franklin County Government Employee Handbook, with the County maintaining full authority over all such matters.
 - A. The E911 Director is a county employee that heads the E911 Department. The E911 Director will focus on the overall systems and management of the department and has overall discretion on matters related to the E911 Department.
4. County will dispatch law enforcement emergency calls and non-emergency calls to the Agency in accordance with the instructions of the Board provided the same are reasonable and feasible within the established procedures, bylaws, and other Agreements controlling the operation of Dispatch as the County may determine.
5. Agency agrees to pay the fee in Appendix A.
6. County shall utilize GPS data and mapping data to allow Dispatch to operate its computer aided dispatch system for Agency. Agency shall advise County of the means by which Agency's equipment is to be dispatched and the manner by which each alarm is to be struck. This data shall be in a digital format compatible with County's data system; data shall include, but not limited to, streets, intersections, speed limits, lot parcels, left and right segment numeric's and any such ancillary data that would enhance the mapping data, and to provide regular upgrades and corrections to the aforesaid data. The Agency shall be responsible for arranging any changes or additions that are to be made to the GPS data, and mapping, and to special operating procedures.
6. If either party fails to perform any of its obligations hereunder or breaches any of its representations, warranties, promises, or covenants, and if upon ninety (90) days' written notice the party failing to perform does not correct its default, then the other party, at its option, may terminate this Agreement. In addition to the rights and remedies provided herein (none of which is exclusive), each party shall have any other right or remedy allowed at law or equity, by statute or otherwise, including without limiting the right to enjoin any breach or threatened breach of any covenants, agreements, terms, or conditions of this Agreement.
7. This Agreement and its obligations shall go into effect, and County shall begin to provide dispatch services to **Agency at 00:01 hours January 1, 2025, and end at 23:59:59 hours on December 31,**

- 2025.** This Agreement shall automatically renew, for 2026 and thereafter, on an annual basis beginning January 1 of each following year, unless proper written notice to terminate is given by party wishing to terminate or not renew at least ninety (90) days prior to January 1 of each renewal year, provided further that such contract has not been earlier terminated by breach thereof. For purposes of this Agreement, written notice is proper if placed in the United States mail, certified or registered, and addressed to the last known address of the terminated party.
8. Agency shall indemnify and hold harmless County for any liability or cost, or claim arising from or related to the performance of their obligations of this Agreement.
 9. County shall indemnify and hold harmless Agency for any liability or cost, or claim arising from or related to the performance of their obligations of this Agreement.
 10. This Agreement is a complete expression of the parties' agreement and may only be amended or modified or supplemented by a written agreement signed by all parties.
 11. All parties to this Agreement agree that they have properly authorized this Agreement according to Missouri Law.
 12. This agreement and its interpretation shall be governed by Missouri Law. Any action arising out of, or concerning, this agreement shall be brought only in the Circuit Court of Franklin County, Missouri. All parties to this agreement consent to the jurisdiction and venue of that court.
 13. In the event any provisions of this agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision were not a part of thereof provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party to the Agreement, have a material effect on such party's rights or obligations under this agreement, then the Agreement may be terminated by either party upon thirty (30) days prior written notice by such party to the other party.
 14. County may offer mobile cad services to the Agency. The Agency will notify the County of the number of licenses for mobile cad they will need. The Agency is responsible for the hardware and mobile connectivity and County is responsible for the servers and back-room equipment required. The yearly fee per device using mobile cad is \$1,000 which will be paid by the Agency to the County.
 15. Should the Agency use their own licensing to connect to the County System and are not using County System directly, Agency is responsible for that connection and cost. No additional fees will be charged if the Agency is not using a county VPN or connection license.

Franklin County Commission

By _____

Name _____

By _____

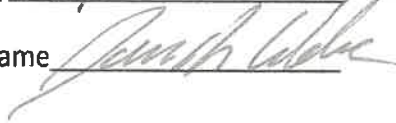
Name _____

By _____

Name _____

City of New Haven, Missouri

By Mayor Jason K. Addison

Name 

Appendix A

The New Haven Police Department (Agency) fee for 2025 is \$6,000 based on 12 months of service.

RESOLUTION NO. 25-201

**A RESOLUTION TO ACCEPT AND APPROVE A MUNICIPAL SERVICES
CONTRACT BETWEEN THE CITY OF NEW HAVEN, MISSOURI AND
MICHAEL FLEEGE**

WHEREAS, the Board of Aldermen desires to reappoint Michael Fleege to continue to serve as the Building Inspector; and

WHEREAS, the parties desire to enter into an agreement for said services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN
FOR THE CITY OF NEW HAVEN, MISSOURI, AS FOLLOWS:**

SECTION ONE. The Mayor is hereby authorized and directed, on behalf of the City of New Haven, to execute the Municipal Services Agreement with Michael Fleege. A copy of the agreement is attached hereto as Exhibit A and made fully a part hereof.

**Adopted by the Board of Aldermen and approved by the Mayor on this 13th day of
January, 2025.**

Jason Addison, Mayor

ATTEST:

Kathleen A. Trentmann, City Administrator

MUNICIPAL SERVICES CONTRACT

This Contract, executed this _____ day of _____, 2025, by and between the CITY OF NEW HAVEN, a Missouri municipal corporation of the fourth class, situated in Franklin County, hereinafter called the "City," and Michael Fleege, a sole proprietor, of 1477 Old Iron Road, Hermann, Missouri, 65041, hereinafter referred to as "Contractor,"

WHEREAS, the City has adopted certain ordinances and codes establishing the position of Building Inspector, and further the City has adopted the International Building Code 2015, as the Building Code of the City of New Haven; and

WHEREAS, the Contractor has been appointed Building Inspector by Resolution of the Board of Aldermen of the City of New Haven; and

WITNESSETH:

In consideration of the mutual promises and payment of money as provide herein, IT IS AGREED AS FOLLOWS:

1. Contractor shall furnish all labor, services and supervision for the duties required of the "building inspector," "building official," and/or "building commissioner, as directed by the Mayor and the Board of Aldermen and as specified by the duly adopted ordinances and codes of the City of New Haven, as well as the International Building Codes adopted thereby, all of which are hereby incorporated by reference.
2. Contractor shall be paid the sum of Two Thousand Two hundred Fifty-Nine dollars and no cents per month (\$ 2,259.00).
3. The services required hereunder shall be commenced immediately upon execution of this Contract and shall continue in due course thereafter until termination of this Contract. Either party may terminate this Contract without cause upon sixty (60) days' written notice to the other party, or upon ten (10) days' notice if for cause if the party in default fails to correct such default within said ten (10) day period.
4. Contractor shall provide and pay for all equipment, publications, education (except for education or training approved by the Board of Aldermen in advance), insurance, bonds, and other items necessary to complete the obligations of Contractor hereunder.
5. Contractor shall provide, at his expense, a policy of insurance required to protect against claims for damages because of bodily injury, occupational sickness or disease, or death of any other person, and claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, and against all other claims, demands, cause of actions, expenses of suit, and other costs of any type which are ordinarily and customarily insured by general public liability and property damage insurance policies underwritten in the State of Missouri. Said policy or policies shall be co-extensive with the indemnity provisions which follow in this paragraph and shall name City as an additional insured and shall provide such insurance in amounts of not less than \$1,000,000 for injury, including death, to any

one person/\$2,000,000 general aggregate per occurrence, not less than \$1,000,000 for personal injuries, including death, in any one accident or occurrence/\$2,000,000 general aggregate per occurrence, and not less than \$1,000,000 for property damage in any one accident or occurrence/\$2,000,000 general aggregate per occurrence, Comprehensive Business Automobile Liability Insurance with a combined single limit of \$1,000,000 minimum. Contractor shall purchase and maintain Workers Compensation insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limits of \$1,000,000 per accident. Contractor shall save and hold City harmless from any and all actions, liabilities, damages, judgments, costs and expenses that may be brought or in any wise accrue against City in consequence of Contractor's performance of duties under this Contract or for any act, negligence, or omission of Contractor in the performance of services under this Contract. Contractor shall be required to maintain insurance throughout the performance of this Contract.

6. Said policy or policies of insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without not less than thirty (30) days' advance written notice to City and Contractor. Such policy or policies or copies or certificates thereof shall be furnished to City within five (5) business days after the effective date of this Contract.
7. Contractor shall devote such time to the duties as described above as reasonably required to respond to a request for and to conduct inspections of buildings within the City of New Haven that are subject to the requirement of said building code; provided, however, that Contractor and City hereby agree that Contractor shall be present in the City, to perform such tasks as require his actual physical presence, at least three day per week. Contractor agrees that, on days he is present in the City, he will visit City Hall to discuss any pending issues with the City Administrator and / or City staff that may exist or, if none, to confirm his presence in the City.
8. The parties agree that Contractor is not and shall not be treated as an employee of the City of New Haven for any purpose whatsoever; and, as an independent contractor, shall be responsible for all of his personal needs and obligations, such as but not limited to health and dental insurance coverage, works' compensation coverage and benefits, withholding and payment of income taxes and related taxes and contributions of every type, holiday and sick leave, family medical leave, clothing allowance, and personal automobile usage allowance or reimbursement, or any other matter whatsoever.
9. Contractor may engage in similar services for other employers, including cities, provided that any such other duties, contractual obligations, or employment, not interfere, unreasonable with the performance of duties required by this Contract. If such other services are causing delays in service to the City, then City may notify Contractor of the unacceptable delays, in writing, and Contractor shall have ten (10)

days after receipt of such notice to correct the situation. If delays are not corrected, the City may terminate this contract.

10. This Contract shall be binding upon the parties hereto, and their successors and assigns; provided, however, that this Contract, and Contractor's obligations hereunder, may not be assigned without prior written consent of City.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate as of the day and year first above written.

CITY OF NEW HAVEN

CONTRACTOR:

By: _____
Jason Addison, Mayor

Michael Fleege

Dated: _____

ATTEST:

Kathleen A. Trentmann, City Administrator

CodeWatch generally focuses on revisions that would affect a municipality's Code book, and is not intended to include every change made by the Legislature. That said, some of the changes included are not necessarily Code-worthy but are set out to inform municipalities of revisions that may be of interest.

In addition to the Bills cited in this document, there are always a number of new provisions or amended provisions that have been passed dealing with *specific* municipalities or counties (e.g., Sections 140.190 and 141.820 et seq., RSMo.). We have NOT included those types of provisions herein, as we believe the affected municipalities and counties are aware of said provisions. In addition, we do not usually include amendments to felony offenses since felonies are not typically prosecuted in municipal court; however, we occasionally mention amendments to felony offenses that municipalities may want to review.

It is not the intent of General Code to give legal advice or opinions by way of the CodeWatch bulletin, but to provide as much information as possible to enable municipal officials to make necessary decisions. Any questions as to the validity or legal sufficiency of legislation, or as to interpretation of Statutes, will properly remain the responsibility of the Municipal Attorney.

TITLE I. GOVERNMENT CODE

Depository for city funds, how selected. § 95.280, RSMo.; Depository to deposit securities – contract term for depositories, certain cities (Maryville) § 95.285, RSMo.; City depository. § 95.355, RSMo. – SB 1359 This Bill repeals these three Sections in their entirety, effective August 28, 2024.

Selection of depositories, competitive bid process – definitions – requirements – contracts – records. § 110.075, RSMo. – SB 1359 This Bill enacts new provisions applicable to all municipalities when selecting their depositories.

1. As used in this section, the following terms shall mean:

- (1) “Depository”, banking institution headquartered in or maintaining a full-service branch in this state which is selected by a municipality to hold and manage public funds;*
- (2) “Governing body”, any city council, board of aldermen, or board of trustees;*
- (3) “Municipal depositories”, any state-chartered or federally chartered banking institution as defined in Article IV, Section 15 of the Constitution of Missouri;*
- (4) “Municipality”, any city or village in this state;*
- (5) “Public funds”, funds owned or controlled by a municipality, including tax revenues, fees, grants, and other sources of income.*

2. All municipalities shall select depositories through a competitive process in accordance with the provisions in this section. The governing body of each municipality shall develop and publish a request for proposals which shall outline the requirements for selecting one or more municipal depositories. Such requirements shall address or include the following matters:

(1) The municipality shall use due diligence for determining the financial stability and soundness of the depository based on publicly available financial reports and other public sources;

(2) Safe custody and liquidity of public funds, including deposit insurance coverage and pledge of collateral or investment in appropriate government securities as authorized for public funds;

(3) Interest rates and fees offered;

(4) Services offered, including online banking, cash management, deposit sweep and repurchase accounts, investment in a common trust fund in eligible securities for municipalities and political subdivisions, and other banking service options;

(5) Compliance with all applicable state and federal banking regulations;

(6) Convenient and efficient treasury functions, including if the location of the depository institution shall be required to be located within the municipality or in the same county as the municipality.

3. Banking institutions interested in becoming the municipal depository shall respond to the municipality's request for proposals within the time frame specified by the municipality in the request.

4. The governing body shall evaluate the proposals based on the criteria outlined in the request for proposals and select a banking institution that best meets the municipality's needs and objectives.

5. The selected banking institution shall enter into a contract with the municipality outlining the terms and conditions of the depository relationship, including, but not limited to, the interest rates, fees, and services to be provided.

6. Municipalities shall maintain records of the selection process, including all proposals received by the municipality for a period of two years.

Closed meetings and closed records authorized when, exceptions. § 610.021, RSMo. – HB 2111 This Bill adds a new Subsection (17), set out below, and rennumbers subsequent Subsections.

(17) Records relating to reports of allegations of improper governmental activities under section 29.221;

TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE

Criminal mischief, offense of – penalty. § 569.200, RSMo. – HB 2062 This Bill adds the following new misdemeanor offense:

1. A person commits the offense of criminal mischief if he or she unlawfully detains, occupies, or trespasses upon a residential dwelling.

2. The offense of criminal mischief is a class A misdemeanor.

Definitions. § 571.010, RSMo. – HB 2287 This Bill adds the following new definition to this Section:

(17) "School", any charter school, as such term is defined in section 160.400, any private school, as such term is defined in section 166.700, or any public school, as such term is defined in section 160.011;

Blair's Law – unlawful discharge of a firearm, offense of – penalties. § 571.031, RSMo. – SB 754, et al. This Bill adds the following new Section, which sets out numerous exceptions to unlawful discharge in a municipality:

1. *This section shall be known and may be cited as "Blair's Law".*
2. *A person commits the offense of unlawful discharge of a firearm if he or she recklessly discharges a firearm within or into the limits of any municipality.*
3. *This section shall not apply if the firearm is discharged:*
 - (1) *As allowed by a defense of justification under chapter 563;*
 - (2) *On a shooting range that is:*
 - (a) *Indoor;*
 - (b) *Owned or operated by the state or any political subdivision;*
 - (c) *A commercial shooting range, including any range used by paying members; and*
 - (d) *Supervised by any person eighteen years of age or older;*
 - (3) *To lawfully take wildlife during an open season established by the department of conservation. Nothing in this subdivision shall prevent a municipality from adopting an ordinance restricting the discharge of a firearm within one-quarter mile of an occupied structure;*
 - (4) *For the control of nuisance wildlife as permitted by the department of conservation or the United States Fish and Wildlife Service;*
 - (5) *By special permit of the chief of police of the municipality;*
 - (6) *As required by an animal control officer in the performance of his or her duties;*
 - (7) *Using blanks;*
 - (8) *More than one mile from any occupied structure;*
 - (9) *In self-defense or defense of another person against an imminent or ongoing animal attack unless the self-defense or defense of another person is a gross deviation from the standard of care which a reasonable person would exercise in the situation to protect oneself or the other person from such animal attack and such person shall not have a duty to retreat;*
 - (10) *In defense of a domestic animal against an imminent or ongoing animal attack, unless the defense of the domestic animal is a gross deviation from the standard of care which a reasonable person would exercise in the situation to protect a domestic animal from attack; or*
 - (11) *By law enforcement personnel, as defined in section 590.1040, or a member of the United States Armed Forces if acting in an official capacity.*
4. *A person who commits the offense of unlawful discharge of a firearm shall be guilty of:*
 - (1) *For a first offense, a class A misdemeanor;*
 - (2) *For a second offense, a class E felony; and*

(3) For a third or subsequent offense, a class D felony.

Possession of firearm unlawful for certain persons – penalty – exception. § 571.070, RSMo. – SB 754, et al. This Bill revises Subsection 2 of this Section as indicated below.

2. Unlawful possession of a firearm is a class ~~D~~ C felony, unless a person has been convicted of a dangerous felony as defined in section 556.061, or the person has a prior conviction for unlawful possession of a firearm in which case it is a class ~~C~~ B felony.

Definitions. § 575.010, RSMo. – SB 754, et al. This Bill deletes the definition of “police animal” and adds the following definition of “law enforcement animal”:

(7) “Law enforcement animal” means a dog, horse, or other animal used in law enforcement or a correctional facility, or by a municipal police department, fire department, search and rescue unit or agency, whether the animal is on duty or not on duty. The term shall include, but not be limited to, accelerant detection dogs, bomb detection dogs, narcotic detection dogs, search and rescue dogs, and tracking animals;

Valentine's Law – aggravated fleeing a stop or detention of a motor vehicle, offense of – penalty. § 575.151, RSMo. – SB 754, et al. This Bill adds the following new Section regarding aggravated fleeing a stop or detention. This is a felony offense.

1. This section shall be known and may be cited as “Valentine's Law”.

2. A person commits the offense of aggravated fleeing a stop or detention of a motor vehicle if he or she knows or reasonably should know that a law enforcement officer is attempting to detain or stop a motor vehicle, and for the purpose of preventing the officer from effecting the stop or detention, he or she flees and:

(1) Such person operates a motor vehicle at a high speed or in any manner which creates a substantial risk of serious physical injury or death to any person;

(2) As a result of such flight causes physical injury to another person; or

(3) As a result of such flight causes death to another person.

3. A person is presumed to be fleeing a vehicle stop or detention if he or she continues to operate a motor vehicle after he or she has seen or reasonably should have seen clearly visible emergency lights or has heard or reasonably should have heard an audible signal emanating from the law enforcement vehicle pursuing him or her.

4. It is no defense to a prosecution pursuant to subsection 2 of this section that the law enforcement officer was acting unlawfully in making the arrest. However, nothing in this section shall be construed to bar civil suits for unlawful arrest. A person need not know the basis for the arrest, detention, or stop, only that the person was being stopped or detained.

5. The offense of aggravated fleeing a stop or detention in violation of subdivision (1) of subsection 2 of this section shall be a class D felony, without eligibility for probation, parole, or conditional release until the defendant has served no less than one year of such sentence. The offense of aggravated fleeing a stop or detention in violation of subdivision (2) of subsection 2 of this section shall be a class B felony. The offense of aggravated fleeing a stop or detention in violation of subdivision (3) of subsection 2 of this section shall be a class A felony.

Max's Law – assault on a police animal – penalties. § 575.353, RSMo. – SB 754, et al. This Bill revises this Section as indicated below.

1. This section shall be known and may be cited as "Max's Law".

2. A person commits the offense of assault on a ~~police~~ law enforcement animal if he or she knowingly attempts to kill or disable or knowingly causes or attempts to cause serious physical injury to a ~~police~~ law enforcement animal when that animal is involved in law enforcement investigation, apprehension, tracking, or search, or the animal is in the custody of or under the control of a law enforcement officer, department of corrections officer, municipal police department, fire department or a rescue unit or agency.

2- 3. The offense of assault on a ~~police~~ law enforcement animal is a: ~~class C misdemeanor, unless~~

(1) Class A misdemeanor, if the law enforcement animal is not injured to the point of requiring veterinary care or treatment;

(2) Class E felony if the law enforcement animal is seriously injured to the point of requiring veterinary care or treatment; and

(3) Class D felony if the assault results in the death of such animal, ~~or disables such animal to the extent it is unable to be utilized as a police animal, in which case it is a class E felony.~~

Acts and facilities to which section 574.130 and sections 578.005 to 578.023 do not apply. § 578.007, RSMo. – SB 754, et al. This Bill revises Subsection (9) of this Section as indicated below.

(9) The killing of an animal by any person at any time if such animal is outside of the owned or rented property of the owner or custodian of such animal and the animal is injuring any person or farm animal, but this exemption shall not include ~~police or guard dogs~~ the killing or injuring of a law enforcement animal while working;

Law enforcement dogs, exempt from certain laws, when. § 578.022, RSMo. – SB 754, et al. This Bill revises this Section as indicated below.

Any dog that is owned, or the service of which is employed, by a law enforcement agency and that bites or injures another animal or human in the course of their official duties is exempt from the provisions of sections 273.033 and, 273.036 and section, 578.012, and 578.024.

TITLE III. TRAFFIC CODE

Duty to maintain financial responsibility, residents and nonresidents, misdemeanor penalty for failure to maintain—exception, methods—court to notify department of revenue, additional punishment, right of appeal. § 303.025, RSMo. — HB 2168 This Bill revises this Section as indicated below. Note that this Bill was enacted during the 2022 Legislative Session and went into effect January 1, 2024.

1. No owner of a motor vehicle registered in this state, or required to be registered in this state, shall operate, register or maintain registration of a motor vehicle, or permit another person to operate such vehicle, unless the owner maintains the financial responsibility which conforms to the requirements of the laws of this state. No nonresident shall operate or permit another person to operate in this state a motor vehicle registered to such nonresident unless the nonresident maintains the financial responsibility which conforms to the requirements of the laws of the nonresident's state of residence. Furthermore, no person shall operate a motor vehicle owned by another with the knowledge that the owner has not maintained financial responsibility unless such person has financial responsibility which covers the person's operation of the other's vehicle; however, no owner or nonresident shall be in violation of this subsection if he or she fails to

maintain financial responsibility on a motor vehicle which is inoperable or being stored and not in operation. The director of the department of revenue shall establish by rule a process for voluntary suspension of motor vehicle registration for vehicles which are inoperable or being stored and not in operation. The owner or nonresident shall not further operate the vehicle until the owner or nonresident notifies the department of revenue that the vehicle will be in use, and the department shall reinstate the motor vehicle registration upon receipt of proof of financial responsibility. Owners or nonresidents who operate a motor vehicle during a period of inoperability or storage claimed under this subsection shall be guilty of a class B misdemeanor and may additionally be guilty of a violation of this subsection. Notwithstanding any provision of law to the contrary, the department of revenue may verify motor vehicle financial responsibility as provided by law, but shall not otherwise take legal or administrative action to enforce the requirements of this section unless, in the discretion of the director, the motor vehicle is determined to have been operated in violation of this section, a motor vehicle registration is applied for in violation of this section, or the motor vehicle on two separate occasions thirty days apart is determined to have its registration maintained in violation of this section. The director may prescribe rules and regulations for the implementation of this section.

2. A motor vehicle owner shall maintain the owner's financial responsibility in a manner provided for in section 303.160, or with a motor vehicle liability policy which conforms to the requirements of the laws of this state. A nonresident motor vehicle owner shall maintain the owner's financial responsibility which conforms to the requirements of the laws of the nonresident's state of residence.

3. Any person who violates this section is guilty of a misdemeanor. Except as otherwise provided in this section, a first violation of this section shall be punishable as a class D misdemeanor. A second or subsequent violation of this section shall may be punishable punished by imprisonment in the county jail for a term not to exceed fifteen days and/or and shall be punished by a fine not less than two hundred dollars but not to exceed five hundred dollars. Prior pleas of guilty and prior findings of guilty shall be pleaded and proven in the same manner as required by section 558.021. However, no person shall be found guilty of violating this section if the operator demonstrates to the court that he or she met the financial responsibility requirements of this section at the time the peace officer, commercial vehicle enforcement officer or commercial vehicle inspector wrote the citation. In addition to any other authorized punishment, the court shall notify the director of revenue of any person convicted pursuant to this section and shall do one of the following:

[...]

6. Any fines owed to the state pursuant to this section may be eligible for payment in installments. The director shall promulgate rules for the application of payment plans, which shall take into account individuals' ability to pay.

Traffic citation, infraction, no warrant of arrest, when – alternate notice, procedure. § 307.018, RSMo. – SB 754, et al. This Bill adds the following new Section restricting the court's ability to issue a warrant of arrest for a person's failure to pay a fine or appear in court with respect to a traffic citation issued for a violation of Chapter 307, RSMo.

1. Notwithstanding any other provision of law, no court shall issue a warrant of arrest for a person's failure to respond, pay the fine assessed, or appear in court with respect to a traffic citation issued for an infraction under the provisions of this chapter. In lieu of such warrant of arrest, the court shall issue a notice of failure to respond, pay the fine assessed, or appear, and the court shall schedule a second court date for the person to respond, pay the fine assessed, or appear. A copy of the court's notice with the new court date shall be sent to the driver of the vehicle. If the driver fails to respond, pay the fine assessed, or appear on the second court date, the court shall issue a second notice of failure to respond, pay the fine assessed, or appear. If the driver fails to

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respond, pay the fine assessed, or appear after the second notice, the court may issue a default judgment under section 556.021 for the infraction.

2. At any point after the default judgment has been entered, the driver may appear in court to state that he or she is unable to pay and to request the court to modify the judgment. The court shall hold a hearing to determine whether the driver has the ability to pay. If the court finds the driver lacks the present ability to pay, the court shall modify the judgment in any way authorized by statute or court rule, including:

(1) Allowing for payment of the fine on an installment basis;

(2) Waiving or reducing the amount owed; or

(3) Requiring the driver to perform community service or attend a court-ordered program in lieu of payment.

3. At any point after the default judgment has been entered, the driver may appear in court and show proof that he or she corrected the equipment violation for which the fine and costs were assessed. If the driver shows such proof, the court may waive the fines and costs that are due.

TITLE VI. BUSINESS AND OCCUPATION

Electric vehicle charging stations – political subdivision restrictions. § 67.288, RSMo. – HB 2062 This Bill adds the following new Section, which sets certain restrictions on a political subdivision regarding electric vehicle charging stations.

1. For purposes of this section, the following terms mean:

(1) “Electric vehicle”, any vehicle that operates, either partially or exclusively, on electrical energy from the grid or an off-board source that is stored onboard for a motive purpose;

(2) “Electric vehicle charging station”, a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy by conductive or inductive means to a battery or other energy storage device in an electric vehicle.

2. Notwithstanding any other provision of law to the contrary, no political subdivision shall adopt any ordinance, resolution, regulation, code, or policy that requires electric vehicle charging stations or infrastructure for future installation of electric vehicle charging stations on any parking lot owned or leased to any church or nonprofit organization exempt from taxation under 26 U.S.C. Section 501(c)(3) of the Internal Code of 1986, as amended.

3. Nothing in this section shall prohibit a business owner or property owner from paying for the installation, maintenance, or operation of an electric vehicle charging station.

Definitions. – § 67.2677, RSMo. – HB 2057 and SB 872. These Bills revise the definition of “video service” as indicated below.* Senate Bill 872 also deletes Subsection 2 of this Section, which stated, “The repeal and reenactment of this section shall become effective August 28, 2023.”

**These Bills used slightly different wording in the beginning of this definition. The wording below reflects the wording set out on the Missouri Revisor of Statutes website.*

(14) “Video service”, the provision by a video service provider, of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to

delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or on a per-channel basis. This definition includes cable service as defined by 47 U.S.C. Section 522(6), but does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. Section 332(d), or any video programming ~~provided solely as part of and~~ accessed via a service that enables users to access content, information, electronic mail, or other services offered over the public internet, including streaming content.

Expiration date, exception. § 67.5122, RSMo. – SB 872. This Bill changes the expiration date for small wireless facilities from January 1, 2025, to December 31, 2029. This Section now reads as follows:

Sections 67.5110 to 67.5122 shall expire on December 31, 2029 except that for small wireless facilities already permitted or collocated on authority poles prior to such date, the rate set forth in section 67.5116 for collocation of small wireless facilities on authority poles shall remain effective for the duration of the permit authorizing the collocation.

Home inspection not required for sale of property, exception. § 436.345, RSMo. – HB 2062 This Bill adds the following new Section regarding home inspections.

Notwithstanding any other provision of law to the contrary, no political subdivision shall require a property owner to have a home inspection conducted of a residential property prior to the sale of the property. This provision shall not apply to any inspection requirement of new construction or occupancy permits.

TITLE VII. UTILITIES

Definitions. § 644.016, RSMo. – HB 2134 and HB 1956. These Bills add the following new definitions to this Section related to water regulations:

(1) “Agrichemical facility”, any site, with the exception of chemical production facilities, where bulk pesticides or fertilizers, excluding anhydrous ammonia fertilizer, are:

(a) Stored and combined in nonmobile containers, dedicated containers, or storage basins; or

(b) Stored or being mixed, applied, repackaged, or transferred between containers or storage basins;

(14) “Open storage basin”, an open earthen basin (nonconcrete) with a capacity of two and one-half million gallons or larger that stores industrial process wastewater or industrial process wastewater residuals for disposal or land application;

(15) “Open storage vessel”, any metal, plastic, or polymer lined basin with a capacity of two and one-half million gallons or larger that stores industrial process wastewater or industrial process wastewater residuals for disposal or land application;

(16) “Operating location”, all contiguous lands owned, operated, or controlled by one or more persons jointly or as tenants in common, except land application sites are not required to be contiguous;

Effluent regulations to be promulgated – nutrient management technical standard, requirements, inapplicability. § 644.041, RSMo. – HB 2134 and HB 1956. These Bills add the following new Subsections to this Section:

2. Any land application of industrial wastewater, industrial wastewater treatment sludge, and

related process wastes, excluding concentrated animal feeding operations, livestock markets, and animal manure, shall be subject to a nutrient management technical standard established and incorporated into rule by the department, which shall include land application practices, annual soil sampling, setbacks, material sampling requirements and frequency, and a process for establishing land application rates. The nutrient management technical standard shall allow the use of a phosphorus index developed by Missouri's first land grant university, regardless of operational control over land application fields. Such phosphorus index shall be revised for each annual planned application of such material and include, but shall not be limited to, data inputs for field use, field slope, field management practices, application method, soil type, phosphorus soil test, phosphorus solubility, and tillage type. Results of any sampling required under this subsection shall be provided to the department. Such rules shall afford a prudent degree of environmental protection designed to ensure safe and clean soils and water for the surrounding community while accommodating modern agricultural practices. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after the effective date of this act, shall be invalid and void.

3. The provisions of subsection 2 of this section shall not apply to land application conducted in compliance with a land application management plan approved by the department.

Prohibited acts – permits required, when, exemptions, fee – permit application procedures – rulemaking – limitation on use of permit fee moneys – permit shield provisions. § 644.051, RSMo. – HB 2134 and HB 1956. These Bills add new Subsections 6 through 8, set out below, and renumber subsequent Subsections.

6. Notwithstanding any provision of this section to the contrary, the commission may exempt an entity from the requirement to obtain a permit under this section based on licensure under the Missouri fertilizer law, sections 266.291 to 266.351, only if the entity is producing products that are commercially sold to an end user in accordance with such sections and has accurate labeling for each container that includes the information required under subsection 1 of section 266.321.

7. Entities currently storing combined bulk fertilizers in storage basins shall not be exempt from any design requirements for agrichemical facilities established by rule when constructing new agrichemical facilities.

8. (1) In order to receive an operating permit under this section, any point source or operating location seeking an operating permit for a commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel shall meet current design requirements for a wastewater treatment facility's design capacity.

(2) Except as provided in subdivision (3) of this subsection, the department shall require at least, but not more than, the following buffer distances between the nearest commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel and any public building or occupied residence other than a public building or occupied residence that is operated by the commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel or a residence from which a written agreement for operation is obtained:

(a) For a facility with a capacity of more than five hundred thousand gallons but less than or equal to five million gallons, one thousand feet;

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(b) For a facility with a capacity of more than five million gallons but less than or equal to ten million gallons, two thousand feet; and

(c) For a facility with a capacity of more than ten million gallons, three thousand five hundred feet.

(3) All commingled offsite industrial wastewater or wastewater residuals open storage basins or open storage vessels holding valid operating permits as of the effective date of this section shall be exempt from the buffer distances prescribed in subdivision (2) of this subsection. Such distances shall not apply to a facility that has received a written agreement signed by all affected property owners within the relevant buffer distance.

(4) The department shall require groundwater monitoring on a site-specific basis when, in the determination of the division of geological survey, the commingled offsite industrial wastewater and wastewater residuals open storage basin or open storage vessel is located in proximity to a geological feature that increases the likelihood of groundwater contamination.

(5)(a) The department shall establish by rule sampling requirements for commingled offsite industrial wastewater and wastewater residuals open storage basins or open storage vessels based on permitted materials.

(b) The department shall, within sixty days of the effective date of this section, begin the process of promulgating rules, which shall include creating a chain of custody record form to be used by all parties during the handling of testing samples, and, at a minimum, establish criteria to require annual sampling and testing of any contents of any commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel for:

a. The total concentrations of metals, including arsenic, aluminum, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and thallium; and

b. E. coli and fecal coliform.

(c) Testing under paragraph (b) of this subdivision shall be done by a third-party certified laboratory and results of the testing shall be sent to the department by the third-party certified laboratory annually.



A Member of the ICC Family of Solutions

December 12, 2024

Kathleen Trentmann, City Administrator
101 Front Street, Box 236
New Haven, MO 63068

Dear Kathleen,

It's that time of the year again! We have completed our annual review of this year's legislative session and we're ready to begin the 2024 Statutory Updates for you. Enclosed, you will find the 2024 edition of our *CodeWatch* publication, which encapsulates and outlines changes from the latest legislative session that may require updates to your Code.

We are in the process of setting up your supplement for this Statutory Update. Any additional ordinances submitted **by January 13, 2025**, will be included in the Statutory Update supplement. Any ordinances received after that date will be incorporated into the Code in a separate supplement.

Any additional ordinances you send for updating your Code will be charged at the current per-page rate. Work will begin when ordinances are received. Please send your new ordinances to:

General Code
781 Elmgrove Road
Rochester, NY 14624

Or Fax to: 585-328-8189
Or Email to: EZSupp@generalcode.com

Please note that you do not need to send a deposit at this time. You will receive an invoice at the time of completion of the updates to your Code in the amount of \$825.00 plus charges for any additional ordinances.

It is our pleasure to be of assistance to your municipality. Please let us know if you have questions and how we can be of further assistance.

Sincerely,

Emily Wood, Missouri Account Manager
General Code, LLC

Enclosure: *CodeWatch* 2024 Bulletin

General Code's Codification Terms and Conditions are available at www.generalcode.com/TCdocs and are incorporated herein by reference. Quoted price for 2024 Statutory Update is valid until December 31, 2024.

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CodeWatch 2023

Missouri State Legislature Changes Affecting
Municipalities and Their Codes of Ordinances

CodeWatch generally focuses on revisions that would affect a municipality's Code book, and is not intended to include every change made by the Legislature. That said, some of the changes included are not necessarily Code-worthy but are set out to inform municipalities of revisions that may be of interest.

In addition to the Bills cited in this document, there are always a number of new provisions or amended provisions that have been passed dealing with *specific* municipalities or counties (e.g., Sections 94.900 and 94.902, RSMo.). We have NOT included those types of provisions herein, as we believe the affected municipalities and counties are aware of said provisions. In addition, we do not usually include amendments to felony offenses since felonies are not typically prosecuted in municipal court; however, we occasionally mention amendments to felony offenses that municipalities may want to review.

It is not the intent of General Code to give legal advice or opinions by way of the CodeWatch bulletin, but to provide as much information as possible to enable municipal officials to make necessary decisions. Any questions as to the validity or legal sufficiency of legislation, or as to interpretation of Statutes, will properly remain the responsibility of the Municipal Attorney.

TITLE I. GOVERNMENT CODE

First responders, political activity while off duty and not in uniform, political subdivisions not to prohibit – first responder defined. § 67.145, RSMo. – HB 402, SB 24, and SB 186 These Bills revise the definition of “first responder” set out in Section 67.145, RSMo., as follows:

2. As used in this section, “first responder” means any person trained and authorized by law or rule to render emergency medical assistance or treatment. Such persons may include, but shall not be limited to, emergency first responders, telecommunicator first responders, police officers, sheriffs, deputy sheriffs, firefighters, ambulance attendants and attendant drivers, emergency medical technicians, mobile emergency medical technicians, emergency medical technician-paramedics, registered nurses, or physicians.

Statewide court automation fund created, administration, committee, members – powers, duties, limitation – unauthorized release of information, penalty – report. § 476.055, RSMo. – SB 103 This Bill removes the expiration dates within Section 476.055, RSMo., and does not extend such expiration, and adds wording to Subsection 2 of Section 476.055, RSMo., as indicated below.

1. There is hereby established in the state treasury the “Statewide Court Automation Fund”. All moneys collected pursuant to section 488.027, as well as gifts, contributions, devises, bequests, and grants received relating to automation of judicial record keeping, and moneys received by the judicial system for the dissemination of information and sales of publications developed relating to automation of judicial record keeping, shall be credited to the fund. Moneys credited to this fund may only be used for the purposes set forth in this section and as appropriated by the general assembly. Any unexpended balance remaining in the statewide court automation fund at the end of each biennium shall not be subject to the provisions of section 33.080 requiring the transfer of such unexpended balance to general revenue; ~~except that, any unexpended balance remaining in the fund on September 1, 2023, shall be transferred to general revenue.~~

2. The statewide court automation fund shall be administered by a court automation committee consisting of the following: the chief justice of the supreme court, a judge from the court of appeals, four circuit judges, four associate circuit judges, four employees of the circuit court, two employees who work full-time in a municipal division of a circuit court, the commissioner of administration, two members of the house of representatives appointed by the speaker of the house, two members of the senate appointed by the president pro tem of the senate, the executive director of the Missouri office of prosecution services, the director of the state public defender system, and two members of the Missouri Bar. The judge members and employee members shall be appointed by the chief justice. The commissioner of administration shall serve ex officio. The members of the Missouri Bar shall be appointed by the board of governors of the Missouri Bar. Any member of the committee may designate another person to serve on the committee in place of the committee member.

[...]

8. ~~Section 488.027 shall expire on September 1, 2023.~~ The court automation committee established pursuant to this section may continue to function until completion of its duties prescribed by this section, ~~but shall complete its duties prior to September 1, 2025.~~

9. ~~This section shall expire on September 1, 2025.~~

Closed meetings and closed records authorized when, exceptions. § 610.021, RSMo. – SB 28, SB 186
These Bills add Subsections (18)(a) through (c) to Section 610.021, RSMo., and retain existing Subsection (18) as Subsection (18)(d). These Bills also remove the phrase “which is or appears to be terrorist in nature and” from Subsection (18)(d).

(18)(a) Security measures, global positioning system (GPS) data, investigative information, or investigative or surveillance techniques of any public agency responsible for law enforcement or public safety that, if disclosed, has the potential to endanger the health or safety of an individual or the public.

(b) Any information or data provided to a tip line for the purpose of safety or security at an educational institution that, if disclosed, has the potential to endanger the health or safety of an individual or the public.

(c) Any information contained in any suspicious activity report provided to law enforcement that, if disclosed, has the potential to endanger the health or safety of an individual or the public.

(d) Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident ~~which is or appears to be terrorist in nature and~~ which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE

Metal belonging to various entities – scrap yard not to purchase – violation, penalty. § 407.302, RSMo. – SB 186 This Bill revises Section 407.302, RSMo., to include wording underlined below.

1. No scrap yard shall purchase any metal that can be identified as belonging to a public or private cemetery, political subdivision, telecommunications provider, cable provider, wireless service or other communications-related provider, electrical cooperative, water utility, municipal utility, or utility regulated under chapter 386 or 393, including twisted pair copper telecommunications wiring of pair or greater existing in 19, 22, 24, or 26 gauge burnt wire, bleachers, guardrails, signs, street and traffic lights or signals, and manhole cover or covers, whether broken or unbroken, from anyone other than the cemetery or monument owner, political subdivision, telecommunications provider, cable provider, wireless service or other communications-related provider, electrical cooperative, water utility, municipal utility, utility regulated under chapter 386 or 393, or manufacturer of the metal or item described in this section unless such person is authorized in writing by the cemetery or monument owner, political subdivision, telecommunications provider, cable provider, wireless service or other communications-related provider, electrical cooperative, water utility, municipal utility, utility regulated under chapter 386 or 393, or manufacturer to sell the metal.

Unlawful posting of certain information over the internet, offense of – violation, penalty. § 565.240, RSMo. – SB 103 This Bill revises Section 565.240, RSMo., by making Subsection 2 a felony under certain circumstances as indicated below.

2. The offense of unlawful posting of certain information over the internet is a class C misdemeanor, unless the person knowingly posts on the internet the name, home address, Social Security number, telephone number, or any other personally identifiable information of any law enforcement officer, corrections officer, parole officer, judge, commissioner, or prosecuting attorney, or of any immediate family member of such law enforcement officer, corrections officer, parole officer, judge, commissioner, or prosecuting attorney, intending to cause great bodily harm or death, or threatening to cause great bodily harm or death, in which case it is a class E felony, and if such intention or threat results in bodily harm or death to such person or immediate family member, the offense of unlawful posting of certain information over the internet is a class D felony.

Chapter definitions. § 569.010, RSMo. – SB 186 This Bill adds the following definition of “teller machine” to Section 569.010, RSMo., and renumbers subsequent definitions.

(4) “**Teller machine**”, an automated teller machine (ATM) or interactive teller machine (ITM) is a remote computer terminal owned or controlled by a financial institution or a private business that allows individuals to obtain financial services including obtaining cash, transferring or transmitting money or digital currencies, payment of bills, or loading money or digital currency to a payment card or other device without physical in-person assistance from another person. “Teller machine” does not include personally owned electronic devices used to access financial services;

Property damage in the first degree – penalties. § 569.100, RSMo. – SB 186 This Bill adds provisions regarding damaging teller machines and the penalties therefor to Section 569.100, RSMo.

1. A person commits the offense of property damage in the first degree if such person:

(1) Knowingly damages property of another to an extent exceeding seven hundred fifty dollars; or

(2) Damages property to an extent exceeding seven hundred fifty dollars for the purpose of defrauding an insurer;

(3) Knowingly damages a motor vehicle of another and the damage occurs while such person is making entry into the motor vehicle for the purpose of committing the crime of

stealing therein or the damage occurs while such person is committing the crime of stealing within the motor vehicle; or

(4) Knowingly damages, modifies, or destroys a teller machine or otherwise makes it inoperable.

2. The offense of property damage in the first degree committed under subdivision (1) or (2) of subsection 1 of this section is a class E felony, unless the offense of property damage in the first degree was committed under subdivision (1) of subsection 1 of this section and the victim was intentionally targeted as a law enforcement officer, as defined in section 556.061, or the victim is targeted because he or she is a relative within the second degree of consanguinity or affinity to a law enforcement officer, in which case it is a class D felony. The offense of property damage in the first degree committed under subdivision (3) of subsection 1 of this section is a class D felony unless committed as a second or subsequent violation of subdivision (3) of subsection 1 of this section in which case it is a class B felony. The offense of property damage in the first degree committed under subdivision (4) of subsection 1 of this section is a class D felony unless committed for the purpose of executing any scheme or artifice to defraud or obtain any property, the value of which exceeds seven hundred fifty dollars or the damage to the teller machine exceeds seven hundred fifty dollars in which case it is a class C felony; or unless committed to obtain the personal financial credentials of another person or committed as a second or subsequent violation of subdivision (4) of subsection 1 of this section in which case it is a class B felony.

Chapter definitions. § 570.010, RSMo. – SB 186 This Bill adds the following definition of “teller machine” to Section 570.010, RSMo., and renumbers subsequent definitions.

(23) "Teller machine", an automated teller machine (ATM) or interactive teller machine (ITM) is a remote computer terminal owned or controlled by a financial institution or a private business that allows individuals to obtain financial services including obtaining cash, transferring or transmitting money or digital currencies, payment of bills, or loading money or digital currency to a payment card or other device without physical in-person assistance from another person. "Teller machine" does not include personally owned electronic devices used to access financial services;

Stealing – penalties. § 570.030, RSMo. – SB 186 This Bill revises the class C felony offense in Subsection 4 of Section 570.030, RSMo., to include the wording regarding teller machines underlined below and adds a new Subsection (4) to the class E felony offense in Subsection 6 as indicated below.

4. The offense of stealing is a class C felony if the value of the property or services appropriated is twenty-five thousand dollars or more or the property is a teller machine or the contents of a teller machine, including cash, regardless of the value or amount.

[...]

6. The offense of stealing is a class E felony if:

(1) The property appropriated is an animal;

(2) The property is a catalytic converter; or

(3) A person has previously been found guilty of three stealing-related offenses committed on three separate occasions where such offenses occurred within ten years of the date of occurrence of the present offense; or

(4) The property appropriated is a letter, postal card, package, bag, or other sealed article that was delivered by a common carrier or delivery service and not yet received by the

addressee or that had been left to be collected for shipment by a common carrier or delivery service.

Unlawful use of weapons, offense of – exceptions – violations, penalties. § 571.030, RSMo. – SB 186
This Bill adds a new Subsection (1) to Subsection 7 of Section 571.030, RSMo., and retains existing Subsection 7 as Subsection 7(2) as indicated below.

7. (1) Subdivision (10) of subsection 1 of this section shall not apply to a person who is a school officer commissioned by the district school board under section 162.215 or who is a school protection officer, as described under section 160.665.

(2) Nothing in this section shall make it unlawful for a student to actually participate in school-sanctioned gun safety courses, student military or ROTC courses, or other school-sponsored or club-sponsored firearm-related events, provided the student does not carry a firearm or other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any other function or activity sponsored or sanctioned by school officials or the district school board.

Tampering with a judicial officer – penalty. § 575.095, RSMo. – SB 186 This Bill adds a new Subsection (5) to Subsection 1 of Section 575.095, RSMo., adds to the individuals considered “judicial officers” in Subsection 2, and adds a new Subsection 5 as follows:

1. A person commits the offense of tampering with a judicial officer if, with the purpose to harass, intimidate or influence a judicial officer in the performance of such officer's official duties, such person:

[...]

(5) Disseminates through any means, including by posting on the internet, the judicial officer's or the judicial officer's family's personal information. For purposes of this section, “personal information” includes a home address, home or mobile telephone number, personal email address, Social Security number, federal tax identification number, checking or savings account number, marital status, and identity of a child under eighteen years of age.

2. A judicial officer for purposes of this section shall be a judge or commissioner of a state or federal court, arbitrator, special master, juvenile officer, deputy juvenile officer, state prosecuting or circuit attorney, state assistant prosecuting or circuit attorney, juvenile court commissioner, state probation or parole officer, or referee.

[...]

5. If a violation of this section results in death or bodily injury to a judicial officer or a member of the judicial officer's family, the offense is a class B felony.

Interference with the transportation of livestock, offense of – penalties. § 578.156, RSMo. – SB 186
This Bill adds a new Section 578.156, RSMo., related to livestock and transportation, which reads as follows:

1. A person commits the offense of interference with the transportation of livestock if the person knowingly does any of the following:

(1) Stops, hinders, impedes, boards, obstructs, or otherwise interferes with a motor vehicle transporting livestock regardless of whether the motor vehicle is moving;

(2) Provokes or disturbs livestock when the livestock is confined in a motor vehicle regardless of whether the motor vehicle is moving; or

(3) Puts or places a compound or substance on, near, or upon such livestock that would:

(a) Affect the livestock's marketability or suitability for use;

(b) Affect animal or human health; or

(c) Result in an unreasonable transportation or shipping delay.

2. The offense of interference with the transportation of livestock is a class E felony for a first offense and a class C felony for any second or subsequent offense.

3. In a prosecution alleging that a person committed the offense of interference with the transportation of livestock under subsection 1 of this section, the person may assert an affirmative defense of consent. The person shall prove by a preponderance of the evidence that the person was acting with the consent of any of the following:

(1) A person having real or apparent authority to transport the livestock; or

(2) The owner of the livestock or any other person having real or apparent authority to possess or control the livestock.

4. The provisions of this section shall not apply to any enforcement action or services provided by a law enforcement officer or agency or an employee or agent of the department of agriculture acting under section 267.645.

5. As used in this section, the following terms mean:

(1) "Livestock", as defined under section 265.300;

(2) "Motor vehicle", any self-propelled vehicle not operated exclusively upon tracks and an item attached to the motor vehicle. "Motor vehicle" shall not include farm tractors and electric bicycles.

Drug masking product, unlawful distribution, delivery, or sale of – penalty. § 579.041, RSMo. – SB 186 This Bill adds a new Section 579.041, RSMo., related to "drug masking products," which reads as follows:

1. For purposes of this section, the following terms mean:

(1) "Drug masking product", synthetic urine, human urine, a substance designated to be added to human urine, or a substance designated to be added to or used on human hair or oral fluid for the purpose of defrauding an alcohol or a drug screening test;

(2) "Synthetic urine", a substance that is designated to simulate the composition, chemical properties, physical appearance, or physical properties of human urine.

2. A person commits the offense of unlawful distribution, delivery, or sale of a drug masking product if the person unlawfully distributes, delivers, or sells a drug masking product.

3. The offense of unlawful distribution, delivery, or sale of a drug masking product is a class A misdemeanor.

Fentanyl, devices to detect the presence of permitted. § 579.088, RSMo. – HB 402; SB 24, SB 45, SB 70, SB 90, and SB 186 These bills were merged and add a new Section 579.088, RSMo., regarding certain devices created to detect fentanyl, which reads as follows:

Notwithstanding any other provision of this chapter or chapter 195 to the contrary, it shall not be unlawful to manufacture, possess, sell, deliver, or use any device, equipment, or other material for the purpose of analyzing controlled substances to detect the presence of fentanyl or any synthetic controlled substance fentanyl analogue.

Chief of police training course, POST commission to establish minimum standards – exemption, when – failure to complete, loss of funds – compensation. § 590.033, RSMo. – SB 186 This Bill adds a new Section 590.033, RSMo., regarding training for Police Chiefs, which reads as follows:

1. The POST commission shall establish minimum standards for a chief of police training course which shall include at least forty hours of training. All police chiefs appointed after August 28, 2023, shall attend a chief of police training course certified by the POST commission not later than six months after the person's appointment as a chief of police.

2. A chief of police may request an exemption from the training in subsection 1 of this section by submitting to the POST commission proof of completion of the Federal Bureau of Investigation's national academy course or any other equivalent training course within the previous ten years or at least five years of experience as a police chief in a Missouri law enforcement agency.

3. Any law enforcement agency who has a chief of police appointed after August 28, 2023, who fails to complete a chief of police training course within six months of appointment shall be precluded from receiving any POST commission training funds, state grant funds, or federal grant funds until the police chief has completed the training course.

4. While attending a chief of police training course, the chief of police shall receive compensation in the same manner and amount as if carrying out the powers and duties of the chief of police. The cost of the chief of police training course may be paid by moneys from the peace officer standards and training commission fund created in section 590.178.

Minimum hours of basic training required. § 590.040, RSMo. – SB 186 This Bill revises the minimum number of hours in Subsection 1 of Section 590.040, RSMo., as follows:

1. The POST commission shall set the minimum number of hours of basic training for licensure as a peace officer no lower than ~~four hundred seventy~~ and no higher than six hundred, with the following exceptions:

Discipline of peace officers, grounds – complaint filed, hearing. § 590.080, RSMo. – SB 186 This Bill adds definitions to Section 590.080, RSMo., and revises causes for discipline indicated below. This Bill also rennumbers existing Subsections 2 through 6 as Subsections 3 through 7.

1. As used in this section, the following terms shall mean:

(1) "Gross misconduct", includes any willful and wanton or unlawful conduct motivated by premeditated or intentional purpose or by purposeful indifference to the consequences of one's acts;

(2) "Moral turpitude", the wrongful quality shared by acts of fraud, theft, bribery, illegal drug use, sexual misconduct, and other similar acts as defined by the common law of Missouri;

(3) "Reckless disregard", a conscious disregard of a substantial risk that circumstances

exist or that a result will follow, and such failure constitutes a gross deviation from the standard of care that a reasonable peace officer would exercise in the situation.

2. The director shall have cause to discipline any peace officer licensee who:

(1) Is unable to perform the functions of a peace officer with reasonable competency or reasonable safety as a result of a mental condition, including alcohol or substance abuse;

(2) Has committed any criminal offense, whether or not a criminal charge has been filed, has been convicted, or has entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state, or the United States, or of any country, regardless of whether or not sentence is imposed;

(3) Has committed any act while on active duty or under color of law that involves moral turpitude or a reckless disregard for the safety of the public or any person;

(4) Has caused a material fact to be misrepresented for the purpose of obtaining or retaining a peace officer commission or any license issued pursuant to this chapter;

(5) Has violated a condition of any order of probation lawfully issued by the director; or

(6) Has violated a provision of this chapter or a rule promulgated pursuant to this chapter;

(7) Has tested positive for a controlled substance, as defined in chapter 195, without a valid prescription for the controlled substance, except as otherwise provided by law or by any provision of the Constitution of Missouri;

(8) Is subject to an order of another state, territory, the federal government, or any peace officer licensing authority suspending or revoking a peace officer license or certification; or

(9) Has committed any act of gross misconduct indicating inability to function as a peace officer.

[...]

TITLE III. TRAFFIC CODE

Regulations as to weight – axle load, tandem axle defined – transport of specific items, total gross weight permitted – requirements during disasters – specific vehicles, maximum weight. § 304.180, RSMo. – HB 202 and SB 138 These bills change “up to one hundred five thousand pounds” in Subsection 14 of Section 304.180, RSMo., to read “up to one hundred nine thousand six hundred pounds” as follows:

14. Notwithstanding any provision of law to the contrary, local log trucks and local log truck tractors, as defined in section 301.010, may be operated with a weight not exceeding twenty-two thousand four hundred pounds on one axle or a weight not exceeding forty-four thousand eight hundred pounds on any tandem axle, except the front steering axle shall not exceed fifteen thousand pounds or the gross vehicle weight rating set by the manufacturer, and may have a total weight of up to one hundred ~~five~~ nine thousand six hundred pounds. Provided however, when operating on the national system of interstate and defense highways described in 23 U.S.C. Section 103, as amended, or outside the radius from the forested site specified in section 301.010 with an extended distance local log truck permit, the vehicle shall not exceed the weight limits otherwise specified in this section.

Electronic communication device, use of while driving prohibited, when – citation of law – definitions – school bus operations, prohibited acts – inapplicability, when – penalties for violations – search of device, right to decline – preemption. § 304.822, RSMo. – SB 398 This Bill adds a new Section 304.822, RSMo., regarding the use of electronic communication devices while driving, which is set out below. Note that Subsection 10 of Section 304.822, RSMo., which is in bold below, preempts any local laws.

1. This section shall be known as the "Siddens Bening Hands Free Law".

2. As used in this section, the following terms shall mean:

(1) "**Commercial motor vehicle**", the same meaning as is ascribed to such term in section 302.700;

(2) "**Electronic communication device**", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "**Highway**", the same meaning as is ascribed to such term in section 302.010;

(4) "**Noncommercial motor vehicle**", the same meaning as is ascribed to such term in section 302.700;

(5) "**Operating**", the actual physical control of a vehicle;

(6) "**Operator**", a person who is in actual physical control;

(7) "**School bus**", the same meaning as is ascribed to such term in section 302.700;

(8) "**Voice-operated or hands-free feature or function**", a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

3. Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

(1) Physically hold or support, with any part of his or her body, an electronic communication device;

(2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;

(3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;

(5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;

(6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

(7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

4. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

5. This section shall not apply to:

(1) Law enforcement officers or operators of emergency vehicles, as such term is defined in section 304.022, who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;

(2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;

(3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;

(4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;

(5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;

(6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;

(7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in section 385.450 or a towing company as defined in section 304.001;

(8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that operator's dispatcher, provided the device is mounted or affixed to the vehicle;

(9) The use of an electronic communication device to access or view a map for navigational purposes;

(10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or

(11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company driver, provided the device is mounted or affixed to the vehicle.

6.

(1) Except as otherwise provided in this subsection, violation of this section shall be an infraction. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under section 558.021.

(2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.

(3) For a conviction under this section where there is one prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.

(4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.

(5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in section 304.580, or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.

(6) A violation of this section that is the proximate cause of damage to property in excess of five thousand dollars shall be a class D misdemeanor.

(7) A violation of this section that is the proximate cause of serious physical injury to another person shall be a class B misdemeanor.

(8) A violation of this section that is the proximate cause of the death of another person shall be a class D felony.

(9) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in section 302.700, for purposes of commercial driver's license disqualification under section 302.755.

7. A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an electronic communication device based on a violation of this section unless the violation results in serious bodily injury or death.

8. A violation of this section shall not be used to establish probable cause for any other violation.

9. The provisions of this section shall be subject to the reporting requirements set forth in section 590.060.

10. The state preempts the field of regulating the use of electronic communication devices by the operators of commercial and noncommercial motor vehicles. The provisions of this section shall supercede any local laws, ordinances, orders, rules, or regulations enacted by a county, municipality, or other political subdivision to regulate the use of electronic communication devices by the operator of a commercial or noncommercial motor vehicle.

11. Prior to January 1, 2025, a law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall not issue a citation for a violation of this section and shall only issue a warning.

12. No person shall be stopped, inspected, or detained solely for a violation of this section.

TITLE VI. BUSINESS AND OCCUPATION

Fingerprinting requirements, marijuana facilities – definitions. § 195.817, RSMo. – SB 28, SB 40, and SB 186 These Bills add a new Section 195.817, RSMo., regarding fingerprinting requirements for marijuana facilities, which reads as follows:

1. The department of health and senior services shall require all employees, contractors, owners, and volunteers of marijuana facilities to submit fingerprints to the Missouri state highway patrol for the purpose of conducting a state and federal fingerprint-based criminal background check.

2. The department may require that such fingerprint submissions be made as part of a marijuana facility application, a marijuana facility renewal application, and an individual's application for a license or permit authorizing that individual to be an employee, contractor, owner, or volunteer of a marijuana facility.

3. Fingerprint cards and any required fees shall be sent to the Missouri state highway patrol's central repository. The fingerprints shall be used for searching the state criminal records repository and shall also be forwarded to the Federal Bureau of Investigation for a federal criminal records search under section 43.540. The Missouri state highway patrol shall notify the department of any criminal history record information or lack of criminal history record information discovered on the individual. Notwithstanding the provisions of section 610.120 to the contrary, all records related to any criminal history information discovered shall be accessible and available to the department.

4. As used in this section, the following terms shall mean:

(1) **“Contractor”**, a person performing work or service of any kind for a marijuana facility for more than fourteen days in a calendar year in accordance with a contract with that facility;

(2) **"Marijuana facility"**, an entity licensed or certified by the department of health and senior services to cultivate, manufacture, test, transport, dispense, or conduct research on marijuana or marijuana products;

(3) **"Owner"**, an individual who has a financial interest or voting interest in ten percent or greater of a marijuana facility.

Definitions – tattooing, branding, body piercing, prohibited, when, penalty. § 324.520, RSMo. – SB 70 and SB 157 These Bills revise the definition of "tattoo" in Subsection 1(5) of Section 324.520, RSMo., as follows:

1. As used in sections 324.520 to 324.524, the following terms mean:

[...]

(5) **"Tattoo"**, one or more of the following:

(a) ~~An indelible~~ A mark made on the body of another person by the insertion of a pigment, ink, or both pigment and ink under the skin with the aid of needles or blades using hand-held or machine-powered instruments; ~~or~~

(b) A mark made on the face or body of another person for cosmetic purposes or to any part of the body for scar coverage or other corrective purposes by the insertion of a pigment, ink, or both pigment and ink under the skin with the aid of needles; or

(c) An indelible design made on the body of another person by production of scars other than by branding.

Marijuana facilities, request for certain agencies to share information with banking institutions – procedure. § 362.034, RSMo. – SB 63 and SB 186 These Bills add a new Section 362.034, RSMo., regarding the disclosure of marijuana facility information to banking institutions, which is set out below. We have included this information in the Bulletin to keep communities aware of new changes affecting this area of law as it evolves.

1. Any entity that operates as a facility licensed or certified under Article XIV of the Constitution of Missouri may request in writing that a state or local licensing authority or agency, including, but not limited to, the department of health and senior services or department of revenue, share the entity's application, license, or other regulatory and financial information with a banking institution. A state or local licensing authority or agency may also share such information with the banking institution's state and federal supervisory agencies.

2. In order to ensure the state or local licensing authority or agency is properly maintaining the confidentiality of individualized data, information, or records, an entity shall include in the written request a waiver giving authorization for the transfer of the individualized data, information, or records and waiving any confidentiality or privilege that applies to that individualized data, information, or records.

3. This section shall only apply to the disclosure of information by a state or local licensing authority or agency reasonably necessary to facilitate the provision of financial services by a banking institution to the entity making a request pursuant to this section.

4. The recipient of any information pursuant to this section shall treat such information as confidential and use it only for the purposes described in this section.

5. *Nothing in this section shall be construed to authorize the disclosure of confidential or privileged information, nor waive an entity's rights to assert confidentiality or privilege, except as reasonably necessary to facilitate the provision of financial services for the entity making the request.*

6. *An entity that has provided a waiver pursuant to this section may withdraw the waiver with thirty days' notice in writing.*

7. *Nothing in this section shall be construed to modify the requirements of chapter 610.*

8. *For purposes of this section, the following terms mean:*

(1) **"Banking institution"**, the same meaning as in Article IV, Section 15 of the Missouri Constitution;

(2) **"Entity"**, the same meaning as in Article XIV of the Missouri Constitution.

Law Office of Charles A. Hurth, III

301 E. Main St.
Union, MO 63084
(636) 583-2003

December 26, 2024

STK Investments, LLC
2116 Meadow Oak Lane
Washington, MO 63090

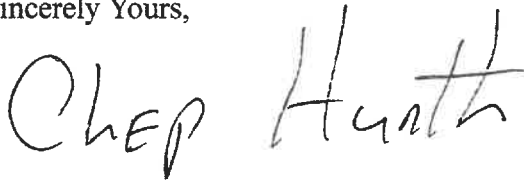
Re: 703 Olivia Court, New Haven, MO
1002 Miller Street, New Haven, MO

Dear Sir:

Please be advised that the City Council of New Haven has voted to not enforce the special conditions created when the above referenced properties are sold to you previously.

Thank you very much.

Sincerely Yours,

A handwritten signature in black ink that reads "Chap Hurth". The signature is written in a cursive, slightly stylized font.

Charles A. Hurth, III

City Attorney
City of New Haven

Cc: Mayor Jason Addison



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-640002-45657.855BC

Issued: 12/31/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 115092

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
NEW HAVEN POLICE DEPT. 1100 Olive St New Haven, MO 63068-1057 USA	NEW HAVEN POLICE DEPT. - MO 1100 Olive St New Haven MO 63068-1057 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bobby Clardy Phone: 4807404134 Email: bclardy@axon.com Fax:	Chris Neace Phone: Email: chris.neace@newhavenmo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$16,366.40
ESTIMATED TOTAL W/ TAX	\$16,366.40

Discount Summary

Average Savings Per Year	\$2,259.36
TOTAL SAVINGS	\$11,296.80

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Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$1,636.64	\$0.00	\$1,636.64
Jan 2026	\$3,682.44	\$0.00	\$3,682.44
Jan 2027	\$3,682.44	\$0.00	\$3,682.44
Jan 2028	\$3,682.44	\$0.00	\$3,682.44
Jan 2029	\$3,682.44	\$0.00	\$3,682.44
Total	\$16,366.40	\$0.00	\$16,366.40

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Quote Unbundled Price: \$27,663.20
 Quote List Price: \$16,366.40
 Quote Subtotal: \$16,366.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M0003	BUNDLE - ACQUISITION	4	60	\$100.15	\$53.08	\$53.08	\$12,739.20	\$0.00	\$12,739.20
A la Carte Software									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	60		\$27.12	\$27.12	\$1,627.20	\$0.00	\$1,627.20
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$16,366.40	\$0.00	\$16,366.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	01/15/2025
BUNDLE - ACQUISITION	100206	AXON BODY 4 - 8 BAY DOCK	1	1	01/15/2025
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	01/15/2025
BUNDLE - ACQUISITION	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	1	01/15/2025
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	07/15/2027
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	07/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	4	02/15/2025	02/14/2030
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	4	02/15/2025	02/14/2030
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	02/15/2025	02/14/2030

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	4	01/15/2026	02/14/2030
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	01/15/2026	02/14/2030

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1100 Olive St	New Haven	MO	63068-1057	USA

Payment Details

Jan 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$162.72	\$162.72
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$200.00	\$200.00
Year 1	M00003	BUNDLE - ACQUISITION	4	\$1,273.92	\$1,273.92
Total				\$1,636.64	\$1,636.64

Feb 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Invoice Upon Fulfillment	M00003	BUNDLE - ACQUISITION	4	\$0.00	\$0.00
Total				\$0.00	\$0.00

Jan 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$366.12	\$366.12
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$450.00
Year 2	M00003	BUNDLE - ACQUISITION	4	\$2,866.32	\$2,866.32
Total				\$3,682.44	\$3,682.44

Jan 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$366.12	\$366.12
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$450.00
Year 3	M00003	BUNDLE - ACQUISITION	4	\$2,866.32	\$2,866.32
Total				\$3,682.44	\$3,682.44

Jan 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$366.12	\$366.12
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$450.00
Year 4	M00003	BUNDLE - ACQUISITION	4	\$2,866.32	\$2,866.32
Total				\$3,682.44	\$3,682.44

Jan 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$366.12	\$366.12
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$450.00
Year 5	M00003	BUNDLE - ACQUISITION	4	\$2,866.32	\$2,866.32
Total				\$3,682.44	\$3,682.44

Q-640002-45657.855BC

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signed by:
Kathy Trentmann
34E5E8D7F6E44...

12/31/2024 | 1:44 PM MST

Signature

Date Signed

12/31/2024



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Certificate Of Completion

Envelope Id: C6369DE8-9649-4469-BC6B-8C5D7A2FCC03
 Subject: Complete with Docusign: New Haven PD 12_31 Updated Quote.pdf
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Arizona

Status: Completed

Envelope Originator:
 Troy Conley
 17800 N 85th St
 Scottsdale, AZ 85255
 tconley@axon.com
 IP Address: 74.206.119.242

Record Tracking

Status: Original
 12/31/2024 1:36:07 PM

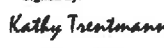
Holder: Troy Conley
 tconley@axon.com

Location: DocuSign

Signer Events

Kathy Trentmann
 kathy.trentmann@newhavenmo.org
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 34E5E82D7F6E444...

Signature Adoption: Pre-selected Style
 Using IP Address: 64.251.131.101

Timestamp

Sent: 12/31/2024 1:36:52 PM
 Viewed: 12/31/2024 1:43:52 PM
 Signed: 12/31/2024 1:44:19 PM

Electronic Record and Signature Disclosure:

Accepted: 12/31/2024 1:43:52 PM
 ID: 0cef9154-516a-4360-ab30-737ec2180ccd

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bobby Clardy
 bclardy@axon.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/31/2024 1:36:52 PM
 Viewed: 12/31/2024 1:37:55 PM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2024 7:37:54 AM
 ID: 12c9efab-2fc8-49ca-aaa9-f49b122968a4

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

12/31/2024 1:36:52 PM
 12/31/2024 1:43:52 PM
 12/31/2024 1:44:19 PM
 12/31/2024 1:44:19 PM

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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprises, Inc.-HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.

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DATE December 30, 2024
Quotation # 608192763
Customer ID

Quotation valid until: January 2, 2025
Prepared by: Ben Vedder



THANK YOU FOR YOUR BUSINESS!

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Outdoor Warning Consulting LLC.

Sales

Installation

Service

"Serving Missouri Communities for over 40 years"

DATE: January 8, 2025

TO: City of New Haven
Attn: David Cruz, EMA Director
101 Front Street
New Haven, MO. 63068

Outdoor Warning Consulting would like to submit the following proposal on RapidWarn automatic/manual activation system for the City of New Haven. RapidWarn system provides unattended activation during emergency situations freeing emergency dispatchers to perform police, firefighting, and emergency medical services.

- 1 RW3000 – RapidWarn activation controller for less than 50 sirens. Includes software GUI for two way activation of Whelen sirens. The controller includes tiny PC, 21" monitor, keyboard, mouse and Siren Interface Controller (works as standalone or server).
- 1 WWARN – WeatherWarn module, allow for weather data feed via WeatherWire with integration to siren/mass notification system
- 1 WCONFIG – Mapping of sirens, input call keys, configuration of WxMesg connection of computer components.
- 1 WMA1Y* – 1 year software maintenance agreement for standalone or server version. Includes software upgrades, patches and fixes. Includes 24/7 telephone tech support and remote system monitoring and notification

Total

\$ 15,475.00

NOTES:

- City to provide DTMF or Two Tone coding of existing sirens, to program into the RapidWarn system.
- City to provide/coordinate with radio company on connection and tuning of Encoder/Radio, while OWC in on-site.
- System requires access to ethernet port for weather data feed to utilize the National Weather Service automatic activation feature.
- City creates new email address for RapidWarn system, used to send out notifications.

1207 Somerset Lane Jefferson City, MO. 65101 573-635-0966

OPITIONS:

- 1 **RWRAD** – Radar overlay, uses NWS radar imagery laid over the system map and siren icons. **\$ 3,000.00**

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- 1 **RWCLIENT** – RapidWarn Client License. Allows for installation of client software on customer machine operating on same LAN as the primary RapidWarn appliance. **\$ 500.00**

- 1 **WMAC1Y*** 1 year software maintenance agreement for client version. Includes software upgrades, patches and fixes. Includes 24/7 telephone tech support and remote system monitoring and notification. **\$ 300.00 each year**

- 1 **WMA1Y*** – 1 year software maintenance agreement for standalone or server version. Includes software upgrades, patches and fixes. Includes 24/7 telephone tech support and remote system monitoring and notification.
 - System will function without, if the City would like to continue with this service the cost will be **\$2,200.00 each year**.

1207 Somerset Lane Jefferson City, MO. 65101 573-635-0966

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Outdoor Warning Consulting LLC.

Sales

Installation

Service

"Serving Missouri Communities for over 40 years"

Missouri RapidWarn Users and Contacts

Hillsboro, MO.

August 2021

Derek Curtis, Police Chief

636-797-5229

d.curtis@hillsboromo.org

Wright City, MO.

February 2022

Jim Schuchman, City Administrator

636-745-3101

cityadmin@wrightcity.org

St. Francois/Ste. Genevieve County, MO.

November 2022

Chuck Farr, Deputy Director

573-431-3131

cfarr@sfc911.net

Butler County, MO.

December 2022

Robbie Myers, Emergency Management Director

director@butlercoema.org

573-686-8686

Cole County, MO.

May 2023

Bill Farr, Emergency Management Director

573-536-7778

bfarr@colecounty.org

Osage Beach, MO.

May 2024

Todd Davis, Police Chief

573-348-3277 ext.1100

tdavis@osagebeach.org

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Commission Order No. 2024-450

Fourth Quarter Term 2024

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Thursday, December 19, 2024
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE COUNTY OF FRANKLIN, MISSOURI AND THE
CITY OF NEW HAVEN, MISSOURI FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the City of New Haven, Missouri ("New Haven") has chosen to eliminate and disband the New Haven Police Department and has requested that the County of Franklin, Missouri ("Franklin County"), acting by and through the Franklin County Sheriff's Office ("FCSO"), be the law enforcement authority for New Haven; and

WHEREAS, New Haven shall pay Franklin County Twenty-Eight Thousand Dollars and 00/100 (\$28,000.00) per month for a six (6) month term, commencing January 1, 2025, through June 30, 2025, for the provision of law enforcement services to the citizens, residents, and visitors to New Haven, as shown in the Agreement between the County of Franklin, Missouri and the City of New Haven, Missouri for Law Enforcement Services ("Agreement") attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to approve and authorize execution of the Agreement with New Haven to promote public safety, health, and general welfare, and to protect life and property.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Agreement between the County of Franklin, Missouri and the City of New Haven, Missouri for Law Enforcement Services is hereby accepted and approved, and that the Franklin County Commission is hereby authorized and directed to execute said Agreement for and on behalf of the County of Franklin, Missouri.

IT IS FURTHER ORDERED that the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

IT IS FURTHER ORDERED that a copy of this Order and the executed Agreement be provided to Mark C. Piontek, Franklin County Counselor; Sheriff Steve Pelton; Major TJ Wild; Mandy Warnecke, Sheriff's Office; Elizabeth Carr, Sheriff's Office; Angela Gibson, Auditor; Debbie Aholt, Treasurer; Christa Buchanan, Accounts Receivable; New Haven Mayor Jason Addison; Kathleen Trentmann, New Haven City Administrator; and to Charles A. Hurth, Attorney at Law.

A handwritten signature in blue ink, appearing to be "T. Wild", written over a horizontal line.

Presiding Commissioner

A handwritten signature in blue ink, appearing to be "K. B. Carr", written over a horizontal line.

Commissioner of 1st District

A handwritten signature in blue ink, appearing to be "D. B. Aholt", written over a horizontal line.

Commissioner of 2nd District

**AGREEMENT BETWEEN THE COUNTY OF FRANKLIN, MISSOURI AND THE
CITY OF NEW HAVEN, MISSOURI FOR LAW ENFORCEMENT SERVICES**

This Agreement made and entered into this ____ day of December, 2024, by and between the County of Franklin, Missouri, a first class county of the State of Missouri, on behalf of the Franklin County Sheriff's Office (hereinafter the "County"), and the City of New Haven, Missouri, a fourth class city and political subdivision of the State of Missouri (hereinafter the "City").

WHEREAS, the County operates the Franklin County Sheriff's Office which provides law enforcement services within the County of Franklin, Missouri; and

WHEREAS, until recently the City operated its own municipal police department but has chosen to eliminate and disband that department; and

WHEREAS, the City has approached the County with a request that the County, acting by and through the Franklin County Sheriff's Office, provide law enforcement services to the citizens, residents, and visitors to the City; and

WHEREAS, the parties desire to enter into this Agreement whereby the Franklin County Sheriff's Office would be the law enforcement authority for the City; and

WHEREAS, Article VI Section 16 of the Missouri Constitution and Section 70.220.1 RSMo. authorize the County to contract and cooperate with the City for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by the County and the City are within the scope of the powers of the County and the City; and

WHEREAS, providing law enforcement services to the citizens, residents, and visitors to the County and the City are a common service, and are within the scope of powers of the County and the City.

NOW, THEREFORE, in consideration of the covenants, conditions and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows for their mutual benefit:

Section I. Definitions

In addition to the terms previously or subsequently defined, the following terms used herein shall be and have the following meanings when used in this Agreement.

- A. "Office" means the Franklin County Sheriff's Office, which is responsible for the provision of services under this contract to the City.
- B. "Support Services" means law enforcement detective, forensic science, and special operations services, such as canine, and SWAT team services, as well as administrative services such as vehicle maintenance and repair.

Section II. Terms of Agreement

1. The City is reconstituting its Police Department, has hired a Chief of Police, and will have some employees during the term of this Agreement. The City enters into this Agreement with the County to provide such law enforcement services as are set forth herein:
 - rld6 a. The County will provide a dedicated patrol deputy to the City Monday through Friday from 4:00 p.m. to 10:00 p.m., and Saturday and Sunday from 10:00 a.m. to 10:00 p.m.
 - rld6 b. The County will also dedicate the services of a records clerk as needed.
 - rld6 c. Support Services will be provided as needed without additional costs to the City.
 - rld6 d. The Sheriff's Office will provide FTO services for the first two (2) months after a newly hired police officer is hired by the City during the term of this Agreement. The Chief of Police shall make the final determination as to whether or not a newly hired police officer is sufficiently trained. To the maximum extent permitted by law, the City shall indemnify and hold harmless the County and the Sheriff's Office and all of its attorneys, officers, directors, partners, successors, assigns, agents, and employees from any and all actions, claims, demands, costs, expenses, compensation and all consequential damages resulting from or arising out of the City's police officers participation in the Sheriff's Office FTO services.
2. The City shall provide sufficient space and resources at City Hall for the use of the patrol deputy, command staff, and clerk. Such space shall have a sign on the exterior of City Hall indicating a Sheriff's Office presence shall and on the interior of City Hall indicating how citizens may contact the Sheriff's Office by seven digit dialing and 9-1-1. At the City Hall, two parking spaces will be reserved for Sheriff's Office vehicles.
3. Patrol services shall be in a Sheriff's Office patrol vehicle.

4. Back-up and support shall be available to the Sheriff's Office personnel providing law enforcement services to the City in the same manner as to all personnel of the Sheriff's Office, including but not limited to, the following Support Services:
 - Back-up response from other deputies and the on-duty Shift Commander (Lieutenant) and Shift-Supervisor (Sergeant).
 - Crime Scene processing from the forensic services department.
 - Upkeep and maintenance of the vehicles from County fleet management.
 - Canine and SWAT Team Response, as needed.
 - Court appearances.
7. The County will provide law enforcement dispatching services, to include dispatching deputies to 9-1-1 calls, dispatching deputies to calls received from seven-digit dialing, Missouri Uniform Law Enforcement System (MULES) transactions, status checks, dispatching service calls (non-emergency) and other dispatching services as required.
8. Deputies will write violations of the law to state law, where applicable. At no time will deputies enforce City's animal control or building code ordinances.
9. The Sheriff's Office will provide law enforcement warrant entries.
10. The County will provide legal representation, defense, and indemnification of its personnel for services provided pursuant to this Agreement.
11. The Sheriff's Office shall provide all necessary training to such deputies, including handgun and shotgun practice and qualification days, and Peace Officer Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license.
12. The Sheriff's Office shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and the City shall have no right to direct such operations. The City shall direct any concerns or requests to the Sheriff or Chief Deputy Sheriff or his or her designee and shall not approach deputies or other Sheriff's Office personnel directly regarding concerns or requests.
13. All law enforcement services and support services shall be according to Sheriff's Office policy, which shall be available in written form to the City.

14. The City shall designate a contact person who is available to meet at least monthly with the Sheriff and/or his or her designee.

Section III. Limitations

This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the service are to be exercised solely by the County and the City. The City has no authority to bind or obligate the County without prior written approval of the County.

Section IV. Term of the Agreement and Fees

1. The County and City enter into this agreement for a six (6) month term from - January 1, 2025, through - June 30, 2025. The Cost of the Agreement shall be Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) per month with the first payment due - January 1, and subsequent payments due the first of every month thereafter during the Term for the next five (5) payments.
2. The County agrees that for so long as the Sheriff's Office serves as the exclusive law enforcement patrol and response service for the City, the County will waive the dispatching fees, warrants fees, and warrant book tracking and maintenance fees, and there will be no additional cost for MULES, or Criminal History checks.

Section V. Termination

1. This Agreement shall be in effect for a term of six (6) months until June 30, 2025, unless terminated in accordance with the terms hereof.
2. In the event the City fails to pay any amount due within fifteen (15) days of the date due, the City shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days written notice.

Section VI. Notices

1. Any notice or payment required or permitted to be given or served by either party to this Agreement shall be deemed given when made in writing and either (i) personally delivered, (ii) deposited with the United States Postal Service, postage prepaid, to be mailed by registered or certified mail, return receipt requested, or (iii) delivered by overnight delivery service providing proof of delivery, properly addressed to the address set forth below:

If to County: Sheriff Steven M. Pelton
#1 Bruns Lane
Union, Missouri 63084
spelton@franklinmo.gov

with a copy to: Mark C. Piontek
Sandberg Phoenix & von Gontard, PC
1200 Jefferson Street
Washington, Missouri 63090
mpiontek@sandbergphoenix.com

If to City: Kathleen Trentmann
City Administrator
101 Front Street
New Haven, Missouri 63068
[email]

with a copy to: Charles A. Hurth
Attorney at Law
301 E. Main Street
Union, Missouri 63084
[email]

2. Notice served by personal delivery may be verified by affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

In Witness whereof, the undersigned have caused this Agreement to be executed as follows:

County of Franklin, Missouri

City of New Haven, Missouri

By:



Tim Brinker
Presiding Commissioner

By:



Mayor

Todd Boland
First District Commissioner


Kenneth "Ken" Cox
Second District Commissioner