



AGENDA

Battlefield Fire Protection District Battlefield Volunteer Fire Department



Regular Board Meeting
4117 W. Second St., Battlefield, MO 65619
Tuesday, November 09, 2021
6:00 PM

Preliminaries to the Meeting

1. Call to Order
2. Ceremonial Matters
3. Roll Call
4. Establishment of a Quorum
5. Approval of the Meeting's Agenda

Approval of Last Month's Minutes

1. Correction of Minutes
2. Approval of Minutes

Financial Business

1. Financial Statements

Public Comments

1. Any comments must be submitted via email to info@battlefieldfire.com prior to 5pm on the Monday prior to meeting.

Unfinished Business

1. Board of Directors Bylaws Update
2. Policy 106
3. Sale of property

New Business

1. Hiring - Firefighter
2. General Overview

Closed Session

1. Discussion and possible vote concerning: Legal Matters RSMo 610.021 (1)

Adjournment

Representatives of the news media may obtain copies of this notice by contacting the Battlefield Fire Protection District.

Posted: 11/5/2021 12:00 AM certified by the undersigned that a true copy of the foregoing agenda was posted at the Battlefield Administration and Training Center in Battlefield, Missouri.

_____ District Secretary



Battlefield Fire Protection District Battlefield Volunteer Fire Department

Minutes

October 2021 Regular Board Meeting

**Location of Meeting:**

4117 West Second St.
Battlefield, MO 65619

Time of Meeting:

6:00 PM

Date of Meeting:

October 12, 2021

Board Members Present: Chairman Trevor Crist, Darrell Decker, Danny Perches in person. Shana Jahnke and Walt Newman were not present.

The meeting of the Battlefield Fire Protection District Board of Directors was called to order by Chairman Trevor Crist at 6:00pm A roll call was taken, and a quorum was established.

Mr. Decker moved to approve the agenda. 2nd by Mr. Perches Motion carried.

Mr. Decker moved to approve September Regular Meeting minutes with the change of the sale of property beginning in July 2020 not October 2020. 2nd by Mr. Perches Motion carried.

Financial Report:

Mr. Decker discussed the September financial report and review of cash assets. Battlefield Volunteer Fire Department's checking account indicates \$ 5,476.38. Battlefield Fire Districts ICS account holds \$2,320,570.17 and Money Market holds \$59,375.91. Chief Moore acknowledged the status of line items nearing maximum or currently over projections. Mr. Decker motioned to approve the financials. 2nd by Mr. Perches. Motion carried.

Public Comments: None**Unfinished Business:**

Board of Directors Bylaws- Bylaws tabled until next board meeting.

New Business**1. Sale of Property**

- a. Stacey Hammitt contacted Chief Moore regarding purchase of the property along Main Street. Original discussion took place on July 14th of 2020. Mr. Decker moved to sell the property identified on Main Street for \$7,700 with a 60-day deadline to Mr. Hammitt's

LLC. Second by Mr. Perches. Motion carried. The Board authorized Chief Moore to present the offer to Mr. Hammitt and conduct the sale.

2. Policy 106

- a. Staff presented changes to each job description within the response criteria adding verbiage for fire suppression and rescue within the job requirements. This item was tabled in order to give Local 152 a review period through Labor Management.

3. 3. General Overview

- a. Chief Moore discussed recent proposals for workers' compensation coverage. Based upon the initial proposals received through the district's brokerage firm, Chief Moore provided MOFAD with notice of intent to leave the trust. Further recommendations will be made during budget process in the coming months. Staff went over the items presented in the board packet. No further information was provided.

Closed session:

Motion to go out of open session by Mr. Perches. 2nd by Mr. Decker.

Out of Open Session at 6:50pm.

Motion to go into Closed Session by Mr. Decker. 2nd by Mr. Perches.

Into Closed Session: 6:51pm

Roll Call: Danny Perches, Trevor Crist, Darrell Decker, Chief Moore, Deputy Chief Reynolds, Division Chief Anderson, Division Chief Burr, Secretary Caitlyn Williams, Chaplin Stormy Davis, Battalion Shawn Crump.

Motion to go out of Closed Session by Mr. Perches. 2nd by Mr. Newman.

Out of Closed Session: 6:58pm

Motion to go reopen Open Session by Mr. Decker. 2nd by Mr. Perches.

Into Open Session:

Roll Call: Danny Perches, Trevor Crist, Darrell Decker,

Mr. Crist advised closed session was for informational purposes only. No votes were taken.

Adjournment:

Mr. Crist moved to adjourn at 6:58 pm.

Approved by:

Trevor Crist

Darrell Decker

Danny Perches

Battlefield Volunteer Fire Department
Statement of Net Assets

As of October 31, 2021

Oct 31, 21

ASSETS

Current Assets

Checking/Savings

1050 · Oakstar Volunteer Account 5,478.48

Total Checking/Savings 5,478.48

Total Current Assets 5,478.48

TOTAL ASSETS 5,478.48

LIABILITIES & Revenue

Revenue

1110 · Retained Earnings 5,457.99

Net Revenue 20.49

Total Revenue 5,478.48

TOTAL LIABILITIES & Revenue 5,478.48

Battlefield Volunteer Fire Department
Statement of Net Activities
October 2021

	<u>Oct 21</u>
Ordinary Revenue/Expense	
Revenue	
4140 - Interest Revenue	2.10
Total Revenue	<u>2.10</u>
Net Ordinary Revenue	<u>2.10</u>
Net Revenue	<u><u>2.10</u></u>

Battlefield Fire Protection District
Statement of Cash Flows
October 2021

10:37 AM

Cash Basis

	Oct 21	Sep 21	% Change
Revenue			
4000 · Revenue			
4005 · Tax Revenue	5,216.30	10,484.41	-50.25%
4010 · Tax Interest Revenue	1,032.54	2,330.75	-55.7%
4050 · Miscellaneous Revenue	100.00	245.94	-59.34%
4060 · Interest Revenue	1,527.35	1,636.87	-6.69%
4085 · Course Tuition (EMT)	700.00	1,400.00	-50.0%
Total 4000 · Revenue	8,576.19	16,097.97	-46.73%
Total Revenue	8,576.19	16,097.97	-46.73%
Gross Profit	8,576.19	16,097.97	-46.73%
Expense			
5000 · Capital Expense			
5015 · Uniforms/PPE/Bunker Gear	0.00	3,960.00	-100.0%
5030 · Information Technology	3,750.00	0.00	100.0%
5040 · Firefighting/EMS	57.47	4,415.00	-98.7%
Total 5000 · Capital Expense	3,807.47	8,375.00	-54.54%
6000 · Communications			
6003 · MDT/Cell Phones	963.91	984.37	-2.08%
Total 6000 · Communications	963.91	984.37	-2.08%
6100 · Insurance			
6110 · Workman's Compensation	0.00	19,675.00	-100.0%
6120 · Medical, Dental, Vision	20,665.74	21,514.30	-3.94%
Total 6100 · Insurance	20,665.74	41,189.30	-49.83%
6200 · Maintenance & Repairs			
6205 · Gas/Diesel	4,027.21	3,591.98	12.12%
6210 · Apparatus Repair	2,979.29	9,754.80	-69.46%
6215 · Stations & Buildings	1,067.44	260.64	309.55%
6220 · Lawn Maintenance	1,175.00	0.00	100.0%
6225 · Equipment Maintenance	1,113.39	0.00	100.0%
6235 · Headquarters Maintenance	1,209.00	1,209.00	0.0%
6250 · Ground/Aerial Ladder Testing	0.00	1,012.55	-100.0%
6255 · Maintenance Shop Equipment	140.58	0.00	100.0%
Total 6200 · Maintenance & Repairs	11,711.91	15,828.97	-26.01%
6300 · Office/Stations			
6305 · Software Expense	605.00	609.99	-0.82%
6315 · Accounting Fees	740.00	710.00	4.23%
6330 · Subscriptions/Memberships	200.00	865.00	-76.88%
Total 6300 · Office/Stations	1,545.00	2,184.99	-29.29%
6400 · Training			
6405 · EMT Course Expense	0.00	396.00	-100.0%
6410 · Training Classes	1,856.51	3,024.24	-38.61%

	Oct 21	Sep 21	% Change
Total 6400 · Training	1,856.51	3,420.24	-45.72%
6500 · Legal			
6525 · Cafeteria Plan	564.62	191.54	194.78%
6535 · Attorney Fees	192.50	2,314.00	-91.68%
Total 6500 · Legal	757.12	2,505.54	-69.78%
6600 · Salaries			
6605 · District Personnel	141,948.56	149,884.50	-5.3%
6610 · Board of Directors			
6612 · Chaplain Expense	75.00	0.00	100.0%
6610 · Board of Directors - Other	433.33	633.33	-31.58%
Total 6610 · Board of Directors	508.33	633.33	-19.74%
6620 · Employer Payroll Taxes	2,023.41	2,123.45	-4.71%
6625 · Lagers	16,139.93	14,951.41	7.95%
6635 · Uniforms	666.17	442.57	50.52%
6640 · 457 Plan Employer Match	0.00	0.00	0.0%
6655 · Expense Account	230.49	20.93	1,001.24%
6665 · Special Overtime	1,802.96	1,010.29	78.46%
6668 · Union Dues Expense	61.86	-61.86	200.0%
6675 · Background Check	0.00	155.52	-100.0%
Total 6600 · Salaries	163,381.71	169,160.14	-3.42%
6750 · Utilities			
6755 · Water	146.74	101.36	44.77%
6760 · Sanitation	134.55	500.50	-73.12%
6765 · Sewer	251.74	244.47	2.97%
6770 · Electric/Gas	2,235.06	2,644.54	-15.48%
6775 · Internet/Phones/Cable	1,162.77	1,001.07	16.15%
Total 6750 · Utilities	3,930.86	4,491.94	-12.49%
6800 · Supplies			
6810 · Public Relations/Outreach	1,616.28	0.00	100.0%
6820 · Fire & EMS Expendables	219.27	150.56	45.64%
6825 · Office Supplies	11.02	217.06	-94.92%
6830 · Janitorial Supplies	457.23	369.08	23.88%
6835 · Stations/Buildings Supplies	1,148.10	51.77	2,117.69%
Total 6800 · Supplies	3,451.90	788.47	337.8%
Total Expense	212,072.13	248,928.96	-14.81%
Net Revenue	-203,495.94	-232,830.99	12.6%

Battlefield Fire Protection District
Statement of Activities
October 2021

10:38 AM
11/05/2021
Cash Basis

	Oct 21	Jan - Oct 21
Revenue		
4000 · Revenue		
4005 · Tax Revenue	5,216.30	3,568,960.02
4010 · Tax Interest Revenue	1,032.54	20,123.54
4020 · Rental Revenue	0.00	0.00
4050 · Miscellaneous Revenue	100.00	80,630.30
4060 · Interest Revenue	1,527.35	23,660.85
4085 · Course Tuition (EMT)	700.00	30,525.00
Total 4000 · Revenue	8,576.19	3,723,899.71
Total Revenue	8,576.19	3,723,899.71
Gross Profit	8,576.19	3,723,899.71
Expense		
5000 · Capital Expense		
5015 · Uniforms/PPE/Bunker Gear	0.00	7,004.44
5020 · Building Lease	0.00	106,650.00
5022 · Aerial Apparatus Lease	0.00	235,796.73
5030 · Information Technology	3,750.00	3,881.84
5035 · Communications	0.00	2,239.05
5040 · Firefighting/EMS	57.47	8,951.74
5052 · Fitness Equipment	0.00	2,333.99
5055 · Vehicles	0.00	650,663.12
Total 5000 · Capital Expense	3,807.47	1,017,520.91
6000 · Communications		
6003 · MDT/Cell Phones	963.91	9,633.54
Total 6000 · Communications	963.91	9,633.54
6100 · Insurance		
6110 · Workman's Compensation	0.00	301,795.00
6115 · Commercial & Property	0.00	37,844.00
6120 · Medical, Dental, Vision	20,665.74	232,053.34
6125 · FFAM Dues	0.00	5,370.00
Total 6100 · Insurance	20,665.74	577,062.34
6200 · Maintenance & Repairs		
6205 · Gas/Diesel	4,027.21	34,862.29
6210 · Apparatus Repair	2,979.29	43,326.84
6215 · Stations & Buildings	1,067.44	14,655.48
6220 · Lawn Maintenance	1,175.00	6,948.60
6225 · Equipment Maintenance	1,113.39	6,546.84
6235 · Headquarters Maintenance	1,209.00	12,090.00
6250 · Ground/Aerial Ladder Testing	0.00	1,012.55
6255 · Maintenance Shop Equipment	140.58	260.20
6275 · Office Equipment	0.00	99.00

	Oct 21	Jan - Oct 21
6280 · SCBA Flow Testing	0.00	2,233.70
Total 6200 · Maintenance & Repairs	11,711.91	122,035.50
6300 · Office/Stations		
6305 · Software Expense	605.00	10,904.97
6315 · Accounting Fees	740.00	7,964.80
6325 · Postage/Shipping	0.00	215.54
6330 · Subscriptions/Memberships	200.00	5,070.73
6335 · Advertising/Printing/Postings	0.00	105.00
Total 6300 · Office/Stations	1,545.00	24,261.04
6400 · Training		
6405 · EMT Course Expense	0.00	22,003.75
6410 · Training Classes	1,856.51	19,179.50
6415 · Equipment	0.00	2,582.56
6425 · Training Books	0.00	747.47
Total 6400 · Training	1,856.51	44,513.28
6500 · Legal		
6510 · Audit Fees	0.00	5,550.00
6525 · Cafeteria Plan	564.62	3,113.98
6530 · Elections	0.00	205.00
6535 · Attorney Fees	192.50	6,356.02
Total 6500 · Legal	757.12	15,225.00
6600 · Salaries		
6605 · District Personnel	141,948.56	1,540,507.33
6610 · Board of Directors		
6612 · Chaplain Expense	75.00	730.12
6610 · Board of Directors - Other	433.33	6,733.30
Total 6610 · Board of Directors	508.33	7,463.42
6620 · Employer Payroll Taxes	2,023.41	23,301.40
6625 · Lagers	16,139.93	176,906.84
6635 · Uniforms	666.17	7,059.30
6640 · 457 Plan Employer Match	0.00	3,343.42
6655 · Expense Account	230.49	754.77
6665 · Special Overtime	1,802.96	22,932.27
6668 · Union Dues Expense	61.86	-371.16
6675 · Background Check	0.00	371.16
Total 6600 · Salaries	163,381.71	1,782,268.75
6700 · Medical		
6710 · Employee Physicals/POET	0.00	19,722.34
Total 6700 · Medical	0.00	19,722.34
6750 · Utilities		
6755 · Water	146.74	1,106.52
6760 · Sanitation	134.55	2,313.72
6765 · Sewer	251.74	2,239.28
6770 · Electric/Gas	2,235.06	26,656.63

	Oct 21	Jan - Oct 21
6775 · Internet/Phones/Cable	1,162.77	12,050.23
Total 6750 · Utilities	3,930.86	44,366.38
6800 · Supplies		
6810 · Public Relations/Outreach	1,616.28	6,352.72
6815 · Logo Imprinted Supplies	0.00	1,511.55
6820 · Fire & EMS Expendables	219.27	2,358.14
6825 · Office Supplies	11.02	2,254.12
6830 · Janitorial Supplies	457.23	2,908.36
6835 · Stations/Buildings Supplies	1,148.10	1,957.04
Total 6800 · Supplies	3,451.90	17,341.93
6850 · Property Improvements		
6860 · Stations/Buildings	0.00	1,523.31
6850 · Property Improvements - Other	0.00	31,419.54
Total 6850 · Property Improvements	0.00	32,942.85
Total Expense	212,072.13	3,706,893.86
Net Revenue	-203,495.94	17,005.85

Battlefield Fire Protection District
Statement of Net Assets
As of October 31, 2021

10:38 AM

11/05/2021

Cash Basis

Oct 31, 21

ASSETS

Current Assets

Checking/Savings

1000 · OakStar - ICS	2,118,332.76
1005 · OakStar - Money Market	59,413.73
1025 · Oakstar - Operating	113,449.47
1105 · Petty Cash	131.66
1199 · Allowance for Restricted Funds	-1,241,860.88

Total Checking/Savings 1,049,466.74

Total Current Assets 1,049,466.74

Fixed Assets

1505 · Office Equipment 1,142.24

Total Fixed Assets 1,142.24

TOTAL ASSETS 1,050,608.98

LIABILITIES & Revenue

Revenue

3200 · Fund Balances

3100 · Restricted Fund - Operating	-700,000.00
3120 · Restricted Fund-Emergency Equip	-49,336.88
3140 · Restricted Fund - Bldg Reserve	-492,524.00
3200 · Fund Balances	2,487,239.86

Total 3200 · Unrestricted Fund Balances 1,245,378.98

32000 · Retained Earnings -211,775.85

Net Revenue 17,005.85

Total Revenue 1,050,608.98

TOTAL LIABILITIES & Revenue 1,050,608.98

Battlefield Fire Protection District

Profit & Loss Budget Performance

Oct 2021

	Annual Budget	Oct 21	% Received	Jan-Oct	YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
Revenue								
4000 · Revenue								
4005 · Tax Revenue	3,531,703.00	5,216.30	0.15%	3,568,960.02		101.05%	0.00	37,257.02
4010 · Tax Revenue Interest	10,000.00	1,032.54	10.33%	20,123.54		201.24%	0.00	10,123.54
4050 · Miscellaneous Revenue	0.00	100.00	0.00%	80,630.30		0.00%	0.00	80,630.30
4060 · Interest Revenue	30,000.00	1,527.35	5.09%	23,660.85		78.87%	6,339.15	0.00
4085 · Course Tuition (EMT)	25,000.00	700.00	2.80%	30,525.00		122.10%	0.00	5,525.00
Total 4000 · Revenue	3,596,703.00	8,576.19	0.24%	3,723,899.71		103.54%	6,339.15	133,535.86
Expense								
	Annual Budget	Oct 21	% Budget Used in Oct	Jan-Oct	YTD	% Budget Used YTD	Balance Available	Date Over:
5000 · Capital Expense								
5015 · Uniforms/PPE/Bunker Gear	30,000.00	0.00	0.00%	7,004.44		23.35%	22,995.56	
5020 · Building Lease	106,525.00	0.00	0.00%	106,650.00		100.12%	-125.00	9/14/2021
5022 · Aerial Apparatus Lease	0.00	0.00	0.00%	235,796.73		0.00%	-235,796.73	2/9/2021
5030 · Information Technology	18,000.00	3,750.00	20.83%	3,881.84		21.57%	14,118.16	
5035 · Communications	10,000.00	0.00	0.00%	2,239.05		22.39%	7,760.95	
5040 · Firefighting/EMS	43,000.00	57.47	0.13%	8,951.74		20.82%	34,048.26	
5052 · Fitness Equipment	3,000.00	0.00	0.00%	2,333.99		77.80%	666.01	
5055 · Vehicles	0.00	0.00	0.00%	650,663.12		0.00%	-650,663.12	9/14/2021
Total 5000 · Capital Expense	210,525.00	3,807.47	1.81%	1,017,520.91		483.33%	-806,995.91	
6000 · Communications								
6003 · MDT/Cell Phones	12,000.00	963.91	8.03%	9,633.54		80.28%	2,366.46	
Total 6000 · Communications	12,000.00	963.91	8.03%	9,633.54		80.28%	2,366.46	
6100 · Insurance								
6110 · Workman's Compensation	290,083.54	0.00	0.00%	301,795.00		104.04%	-11,711.46	9/14/2021
6115 · Commercial & Property	75,748.00	0.00	0.00%	37,844.00		49.96%	37,904.00	
6120 · Medical, Dental, Vision	246,987.00	20,665.74	8.37%	232,053.34		93.95%	14,933.66	
6125 · FFAM Dues	3,200.00	0.00	0.00%	5,370.00		167.81%	-2,170.00	5/11/2021
Total 6100 · Insurance	616,018.54	20,665.74	3.35%	577,062.34		93.68%	38,956.20	

Battlefield Fire Protection District

Profit & Loss Budget Performance

Oct 2021

	Annual Budget	Oct 21	% Received	Jan-Oct	YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6200 · Maintenance & Repairs								
6205 · Gas/Diesel	40,000.00	4,027.21	10.07%	34,862.29		87.16%	5,137.71	
6210 · Apparatus Repair	45,000.00	2,979.29	6.62%	43,326.84		96.28%	1,673.16	
6215 · Stations & Buildings	27,000.00	1,067.44	3.95%	14,655.48		54.28%	12,344.52	
6220 · Lawn Maintenance	11,500.00	1,175.00	10.22%	6,948.60		60.42%	4,551.40	
6225 · Equipment Maintenance	10,000.00	1,113.39	11.13%	6,546.84		65.47%	3,453.16	
6235 · Headquarters Maintenance	15,000.00	1,209.00	8.06%	12,090.00		80.60%	2,910.00	
6250 · Ground/Aerial Ladder Testing	2,000.00	0.00	0.00%	1,012.55		50.63%	987.45	
6255 · Maintenance Shop Equipment	1,500.00	140.58	9.37%	260.20		17.35%	1,239.80	
6275 · Office Equipment	2,000.00	0.00	0.00%	99.00		4.95%	1,901.00	
6280 · SCBA Flow Testing	2,500.00	0.00	0.00%	2,233.70		89.35%	266.30	
Total 6200 · Maintenance & Repairs	156,500.00	11,711.91	7.48%	122,035.50		77.98%	34,464.50	
6300 · Office/Stations								
6305 · Software Expense	23,300.00	605.00	2.60%	10,904.97		46.80%	12,395.03	
6315 · Accounting Fees	9,400.00	740.00	7.87%	7,964.80		84.73%	1,435.20	
6325 · Postage/Shipping	700.00	0.00	0.00%	215.54		30.79%	484.46	
6330 · Subscriptions/Memberships	9,500.00	200.00	2.11%	5,070.73		53.38%	4,429.27	
6335 · Advertising/Printing/Postings	1,000.00	0.00	0.00%	105.00		10.50%	895.00	
Total 6300 · Office/Stations	43,900.00	1,545.00	3.52%	24,261.04		55.26%	19,638.96	
6400 · Training								
	Annual Budget	Oct 21	% Budget Used in Oct	Jan-Oct	YTD	% Budget Used YTD	Balance Available	
6405 · EMT Course Expense	2,000.00	0.00	0.00%	22,003.75		1100.19%	-20,003.75	2/9/2021
6410 · Training Classes	30,200.00	1,856.51	6.15%	19,179.50		63.51%	11,020.50	
6415 · Equipment	4,200.00	0.00	0.00%	2,582.56		61.49%	1,617.44	
6425 · Training Books	5,000.00	0.00	0.00%	747.47		14.95%	4,252.53	
Total 6400 · Training	41,400.00	1,856.51	4.48%	44,513.28		107.52%	-3,113.28	

Battlefield Fire Protection District

Profit & Loss Budget Performance

Oct 2021

	Annual Budget	Oct 21	% Received	Jan-Oct	YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6500 · Legal								
6510 · Audit Fees	5,700.00	0.00	0.00%	5,550.00		97.37%	150.00	
6525 · Cafeteria Account	1,500.00	564.62	37.64%	3,113.98		207.60%	-1,613.98	5/11/2021
6530 · Elections	15,000.00	0.00	0.00%	205.00		1.37%	14,795.00	
6535 · Attorney Fees	5,000.00	192.50	3.85%	6,356.02		127.12%	-1,356.02	10/12/2021
Total 6500 · Legal	27,200.00	757.12	2.78%	15,225.00		55.97%	11,975.00	
6600 · Salaries								
6605 · District Personnel	1,949,624.00	141,948.56	7.28%	1,540,507.33		79.02%	409,116.67	
6610 · Board of Directors								
6612 · Chaplain Expense	2,000.00	75.00	3.75%	730.12		36.51%	1,269.88	
6610 · Board of Directors - Other	9,400.00	433.33	4.61%	6,733.30		71.63%	2,666.70	
Total 6610 · Board of Directors	11,400.00	508.33	4.46%	7,463.42		65.47%	3,936.58	
6620 · Employer Payroll Taxes	36,823.00	2,023.41	5.49%	23,301.40		63.28%	13,521.60	
6625 · Lagers	223,673.00	16,139.93	7.22%	176,906.84		79.09%	46,766.16	
6635 · Uniforms	15,000.00	666.17	4.44%	7,059.30		47.06%	7,940.70	
6640 · 457 Plan Employer Match	0.00	0.00	0.00%	3,343.42		0.00%	-3,343.42	3/9/2021
6650 · Miscellaneous Board Expense	500.00	0.00	0.00%	0.00		0.00%	500.00	
6655 · Expense Account	2,000.00	230.49	11.52%	754.77		37.74%	1,245.23	
6665 · Special Overtime	40,000.00	1,802.96	4.51%	22,932.27		57.33%	17,067.73	
6668 · Union Dues Expense	0.00	61.86	0.00%	-371.16		0.00%	371.16	
6675 · Background Check	2,000.00	0.00	0.00%	371.16		18.56%	1,628.84	
Total 6600 · Salaries	2,281,020.00	163,381.71	7.16%	1,782,268.75		78.13%	498,751.25	
6700 · Medical								
6710 · Employee Physicals/POET	27,500.00	0.00	0.00%	19,722.34		71.72%	7,777.66	
Total 6700 · Medical	27,500.00	0.00	0.00%	19,722.34		71.72%	7,777.66	

Battlefield Fire Protection District

Profit & Loss Budget Performance

Oct 2021

	Annual Budget	Oct 21	% Received	Jan-Oct	YTD	% Received YTD	Revenue Still Expected	Revenue Over Expected
6750 · Utilities								
6755 · Water	3,000.00	146.74	4.89%	1,106.52		36.88%	1,893.48	
6760 · Sanitation	2,500.00	134.55	5.38%	2,313.72		92.55%	186.28	
6765 · Sewer	3,000.00	251.74	8.39%	2,239.28		74.64%	760.72	
6770 · Electric/Gas	36,000.00	2,235.06	6.21%	26,656.63		74.05%	9,343.37	
6775 · Internet/Phones/Cable	13,400.00	1,162.77	8.68%	12,050.23		89.93%	1,349.77	
Total 6750 · Utilities	57,900.00	3,930.86	6.79%	44,366.38		76.63%	13,533.62	
6800 · Supplies								
6810 · Public Relations/Outreach	13,250.00	1,616.28	12.20%	6,352.72		47.95%	6,897.28	
6815 · Logo Imprinted Supplies	2,000.00	0.00	0.00%	1,511.55		75.58%	488.45	
6820 · Fire & EMS Expendables	4,000.00	219.27	5.48%	2,358.14		58.95%	1,641.86	
6825 · Office Supplies	4,000.00	11.02	0.28%	2,254.12		56.35%	1,745.88	
6830 · Janitorial Supplies	4,000.00	457.23	11.43%	2,908.36		72.71%	1,091.64	
6835 · Stations/Buildings Supplies	2,500.00	1,148.10	45.92%	1,957.04		78.28%	542.96	
Total 6800 · Supplies	29,750.00	3,451.90	11.60%	17,341.93		58.29%	12,408.07	
6850 · Property Improvements								
6860 · Stations/Buildings	10,000.00	0.00	0.00%	1,523.31		15.23%	8,476.69	
6850 · Property Improvements - Other	0.00	0.00	0.00%	31,419.54		0.00%	-31,419.54	7/13/2021
Total 6850 · Property Improvements	10,000.00	0.00	0.00%	32,942.85		329.43%	-22,942.85	
Total Expense	3,513,713.54	212,072.13	6.04%	3,706,893.86		105.50%	-211,924.28	
Net Revenue	82,989.46	-203,495.94	-245.21%	17,005.85		20.49%	218,263.43	

Total Budget Amount -211,924.28

<i>Monthly Expenditures</i>	<i>YTD Expenditures</i>
212,072.13	3,706,893.86

Restricted Funds

Operating Reserve	700,000.00
Emergency Equipment Reserve	49,336.88
Building Reserve	492,524.00
Total Contingency Fund	1,241,860.88

Battlefield Fire Protection District
Transaction Detail By Account
 January through October 2021

10:40 AM

11/05/2021

Cash Basis

	Date	Name	Paid Amount	Balance
4000 · Revenue				
4050 · Miscellaneous Revenue				
	01/05/2021	Dr. Libby Bennett	100.00	100.00
	01/26/2021	MISSOURI ASSOC. OF FIRE CHIEFS	2,310.00	2,410.00
	01/26/2021	Ozarks Technical Community College	2,000.00	4,410.00
	02/02/2021	Marlene Feisthamel	50.00	4,460.00
	02/02/2021	CITY OF SPRINGFIELD	12,351.04	16,811.04
	02/02/2021	Greene County Treasurer	31.53	16,842.57
	02/09/2021	Highlandville Rural Fire	1,400.00	18,242.57
	02/23/2021	LOWE'S BUSINESS ACCT.	1,024.30	19,266.87
	03/02/2021	GRAINGER, INC.	288.76	19,555.63
	03/23/2021		10.00	19,565.63
	03/23/2021	LexisNexis	10.00	19,575.63
	03/23/2021	LexisNexis	10.00	19,585.63
	04/20/2021	J Bruce Vanderhoof	10.00	19,595.63
	04/20/2021	LexisNexis	10.00	19,605.63
	04/20/2021	GovDeals	145.00	19,750.63
	04/27/2021	Logan-Rogersville Fire Prot. District	800.00	20,550.63
	05/18/2021	GovDeals	1,950.00	22,500.63
	06/08/2021	Ozarks Technical Community College	2,950.00	25,450.63
	06/22/2021	CITY UTILITIES OF SPRINGFIELD	1,588.81	27,039.44
	06/29/2021	Greene County Treasurer	53,014.55	80,053.99
	07/13/2021	Shelter Insurance	10.00	80,063.99
	07/13/2021	Greene County Treasurer	44.03	80,108.02
	07/13/2021	MO Fire & Ambulance District	16.34	80,124.36
	07/27/2021	GovDeals	150.00	80,274.36
	08/17/2021	LexisNexis	10.00	80,284.36
	09/21/2021	United Health Care	230.94	80,515.30
	09/28/2021	Lori Schoenhoff	15.00	80,530.30
	10/05/2021		100.00	80,630.30

	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>	<u>Balance</u>
Total 4050 · Miscellaneous Revenue			80,630.30	80,630.30
Total 4000 · Revenue			80,630.30	80,630.30
TOTAL			80,630.30	80,630.30



BATTLEFIELD FIRE PROTECTION DISTRICT

www.battlefieldfire.com 

4117 W. Second Street
Battlefield, MO 65619

FAX: (417) 887-9914
CELL: (417) 343-4504

PHONE: (417) 881-9018



ADMINISTRATIVE BOARD REPORT

September/October 2021

Administration – Chief Moore

- Much of the month has been spent collecting items for the budget and reviewing evaluations. We have most of the anticipated items in preparation for 2022 budget meetings.
- I attended a panel discussion with OSHA on new regulations involving public safety. The panel was an opportunity to provide impacts before being sent to hearing with DOL.
- Third Labor-Management meeting completed the review of our MOU with IAFF Local 152.
- I conducted an interview with a potential new hire. I will have more at the meeting.
- Caitlyn and I attended the in-service training for the Bernie Portal which will help us manage our onboarding/enrollment/offboarding process for benefits.
- I attended a 3-day virtual seminar on technology trends and implementation through the Naval Post Graduate School and Homeland Defense School.
- We are meeting with a contractor for mobile fleet repair as a contingency for the maintenance position.

Operations – Deputy Chief Reynolds

- Total calls for October = 193
 - 7 Building fires
 - October 2020 = 305
 - Total Calls YTD = 2516
 - 2020 = 2113
- Average Response Time for October = 5.26 minutes
 - Average Response Time YTD = 5.55 minutes
 - Target time is 7.00 minutes
- Turnout time for October = 1:08
 - Turnout time YTD = 1:23
 - Target time is 1:30
- Policy and Procedure revisions are still underway.
 - Rehab procedure has been returned from EMS and is favorable. Still awaiting regional FD review.
- Evals have all been completed. We are awaiting signatures from those on vacation.
- We will be surplusing some equipment as the year winds down. You may see those deposits reflected in the budget.
- We will be ordering some of the loose equipment which will be going on the newest pumper. Large invoices may be coming in as a result. Chief Crump is handling the bidding and evaluation of those items.



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Support Services – Division Chief Anderson (as of 11-4-21)

Community Risk Reduction Activities

- Total people reached through social media and Google Business = 1,976
- Crews participated in Fire Prevention Month activities with local schools, pre-schools, and daycares. Approximately 2,072 District children received fire safety education for Fire Prevention Month.
- Crews participated in several PR events including two birthday parties, the City of Battlefield Halloween event, and the JRC-West October 31st party. Approximately 1,350 citizens were reached for PR.
- 79 citizens have completed the Community Opinion Survey.
- Crews installed 3 smoke alarms per citizen request.
- Assisted the Township Senior Living Center with completing a complex-wide fire drill.
- Performed a fire protection systems flush test on the Silverleaf Apartment Complex.
- Attended meetings of the City of Battlefield Planning & Zoning Committee and Economic Development Committee.
- Attended the Springfield Public Schools Kids First Committee meeting.
- Attended a national Older Adult Injury Prevention web meeting.
- Attended an FBI weapons of mass destruction and improvised explosive device course in Springfield, MO.
- Assisted with the investigation of the Riverside structure fire.
- The District identified a citizen who helped rescue a woman trapped in the Riverside structure fire. We are working on an award to recognize the citizen's bravery.

Workers Compensation, Safety, and Human Resources

- The District had no work comp claims for this period.
- Continued monitoring the status of open work comp cases.
- Attended the District's monthly Safety Committee meeting.
- Attended the District's Health and Wellness Committee meeting.
- Attended the District's labor/management meetings.
- Continued working to update safety and work comp related policies.
- Coordinated with members of the Safety Committee to evaluate traffic safety related PPE and procedures.
- Attended the LAGERS Local Hero Award ceremony for Dan Burns.
- Conducted evaluations of Support Services Division personnel.



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Training – Division Chief Burr

- Training hours for October: 632 hours
 - YTD = 10446 hours
 - YTD 2020 = 15554 hours
- I am still working on our reaccreditation with the Bureau of EMS for our training entity license.
- We are preparing for the 2022 regional fire academy.
- Chief Anderson, FF Hinkle, and I attended a three-day weapons of mass destruction and improvised explosives device put on by the FBI.
- We received one bid for the EMT course administrator position, and it was declined.
- We will not be hosting an EMT class in 2022. We will put on EMT refreshers for our personnel so they can maintain their license.
- Annual background checks were completed on all our personnel.
- We are accepting applications to fill vacancies; we will have a list for Board approval at the December meeting.
- I have been working with the Greene County OEM to get updated IDs made for our members.
- I am gathering information on the cost to have the flashover prop and training tower torn down and removed.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the Effective Date by and between the parties hereto: HP Properties II, LLC, a Missouri limited liability company ("Buyer"), whose address is: 5504 S. Main St., Battlefield, Missouri 65619; and Battlefield Fire Protection District, a Missouri Political Subdivision ("Seller"), whose address is: 4117 W. Second St., Battlefield, Missouri 65619.

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Property, upon the terms and conditions set forth in this Agreement.

WHEREAS, the following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in, this Agreement:

<u>Effective Date:</u>	The first date on which both parties have fully executed and delivered this Agreement, which is: July 14, 2020.
<u>Property:</u>	The lot adjoining 5504 S. Main Street, Battlefield Missouri 65619 to the south 50' x 100' formerly addressed to 5510 S Main Street, Battlefield, Missouri 65619, in Greene County, Missouri, which is legally described on <u>Exhibit A</u> hereto, including all items described in Section 2.
<u>Purchase Price:</u>	Seven Thousand and Seven Hundred Dollars (\$7,700.00).
<u>Earnest Money:</u>	No earnest money is required as part of this Agreement.
<u>Due Diligence Period:</u>	Buyer has waived Due Diligence.
<u>Title Company:</u>	Preferred Title of Missouri, whose address is 1265 E. Republic Rd., Springfield, Missouri 65804.
<u>Broker(s):</u>	Parties represent that neither is represented by an Agent or Broker, and no commission shall be paid as part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their execution and delivery hereof, the parties agree as follows:

1. ADDITIONAL DEFINITIONS. Except as otherwise specified herein, terms shall have the meanings specified above and below:

"Agreement" means this Agreement, including all exhibits, attachments, supplements, and amendments hereto.

"Business Day" means any day that is not a Saturday, Sunday, or federal or state holiday.

"Closing" means the actual closing and consummation of the transactions contemplated hereby.

"Closing Date" means the date scheduled for the Closing, which shall be designated by the Buyer but which shall occur not later than December 15, 2021.

"Contracts" means any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

"Permitted Exceptions" means (a) real estate taxes for the year of Closing and thereafter; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions disclosed on the Title Commitment and/or Survey, which are not objected to by Buyer, subject to Section 5.3; provided, however, that the obligation for Seller to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing shall in no event constitute Permitted Exceptions.

"Seller's Liens" means any deeds of trust, mortgages, or mechanics', judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than Assigned Contracts, if any).

"Title Policy" means an ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

This Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that they and their respective counsel have had the opportunity to review and give input with respect to this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings contained herein are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement, the term "including" and terms of similar import shall be deemed to mean "including without limitation," and, as the context so requires, terms defined or used in the singular shall have a comparable meaning when used in the plural, and vice versa, and the use of the neuter shall also refer to the masculine or feminine, and vice versa.

2. PURCHASE AND SALE OF THE PROPERTY. Subject to the terms and conditions herein, Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer, the Property at Closing, free and clear of all liens and encumbrances other than Permitted Exceptions. The Property shall be deemed to include: (a) the land described on Exhibit A hereto and all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all Seller's rights and interest, if any, to roads, rights of way, and easements adjacent or belonging thereto ("Land"), the exact size and legal description of which shall be determined by reference to the Survey, if any, pursuant to Section 5; (b) all buildings, fixtures, and other improvements of every kind and description on or at the Land ("Improvements"), in their present condition; and (c) Seller's rights and interest in any site surveys, studies, or reports, plans and specifications, warranties and contract rights, and permits and licenses with respect to the Land or Improvements ("Plans"). If applicable, the Property also shall be deemed to include: (i) the personal property located and used at the Property to be conveyed to Buyer, which is listed on Exhibit B hereto ("Personal Property"); and (ii) the existing Contracts relating to the lease, occupancy, management, operation, maintenance, or repair of the Property to be assigned to and assumed by Buyer, which are listed on Exhibit C hereto ("Assigned Contracts"), including any security deposits held pursuant to the Assigned Contracts.

3. PURCHASE PRICE AND PAYMENT. Subject to the terms and conditions herein, Buyer agrees to pay to Seller the Purchase Price at Closing, by certified or wire-transferred funds, as payment in full for the Property. The Purchase Price shall be adjusted at Closing for the credits, prorations, and adjustments provided herein, including a credit for any Earnest Money as described in Section 4 and the adjustments described in Section 11.

4. EARNEST MONEY. If Earnest Money is required, then the following provisions shall apply:

4.1 Deposit. Within two (2) business days after the Effective Date, Buyer shall deposit the Earnest Money with the Title Company; if Buyer fails to do so, then Seller shall have the right to immediately terminate this Agreement. If the Closing occurs, the Earnest Money shall be paid to Seller and credited against the Purchase Price. If the Closing does not occur and the Earnest Money is to be paid to Seller in accordance with the express terms of this Agreement, then the Earnest Money shall be paid to Seller; in all other events, the Earnest Money shall be paid to Buyer.

4.2 Instructions. Within two (2) business days after the Effective Date, the parties shall deposit a fully-executed copy of this Agreement with the Title Company, which shall serve as escrow instructions. The parties agree to execute such additional escrow instructions that the Title Company may reasonably require and are consistent with this Agreement; if any such instructions and this Agreement conflict then this Agreement shall control. The Earnest Money shall be held in a separate, interest-bearing account and as otherwise directed by Buyer, in writing. The Earnest Money shall be held by the Title Company, in escrow, until the earliest of (a) the Closing, whereupon the Earnest Money shall be released to Seller and credited against the Purchase Price; (b) its receipt of a joint notice executed by Seller and Buyer, whereupon the Earnest Money shall be released in accordance with the instructions therein; or (c) its receipt of a notice of termination of this Agreement and request to release the Earnest Money executed by one party, provided, that it delivers a copy of such notice and request to the other party and receives no contrary instruction from such other party within ten (10) business days after delivery of such copy to such other party, whereupon the Earnest Money shall be released in accordance with the instructions in such notice and request. In the event of any conflicting notices or contrary instructions, the Title Company may refuse to release the Earnest Money except pursuant to court order, deposit the Earnest Money with a court pursuant to an action in interpleader, and/or take such other actions with respect to the Earnest Money consistent with applicable law and this Agreement, in which case the Title Company shall be released from all liability hereunder except for its willful misconduct, gross negligence, or violation of this Agreement.

5. TITLE AND SURVEY. Within fifteen (15) days after the Effective Date, Seller shall cause the Title Company to provide a commitment to issue the Title Policy at Closing ("Title Commitment"), together with copies of all exception documents referenced therein. By the later of thirty-five (35) days after the Effective Date or thirty (30) days after its receipt of the Title Commitment, Buyer may procure a survey of the Land and Improvements ("Survey"); if Buyer fails to do so, then it shall be deemed to have waived its right to require a Survey for purposes of this Agreement. Each party shall provide copies of the Title Commitment or Survey to the other party promptly upon request.

5.1 Review. Buyer shall have ten (10) days after its receipt of the Title Commitment ("Title Review Period"), to give Seller notice of such objections as Buyer may have to anything contained therein ("Objections"). If Buyer fails to deliver Objections within the Title Review Period, then all title exceptions disclosed on the Title Commitment and Survey shall constitute Permitted Exceptions, subject to Section 5.3.

5.2 Objections and Cure. If Buyer delivers Objections within the Title Review Period, then Seller shall expeditiously and diligently proceed in good faith and a commercially reasonable manner to satisfy such Objections; provided, that this shall not require Seller to pay any money or incur any fees, costs, or liability whatsoever, other than to pay off any indebtedness or other obligations secured by any

Seller's Liens and discharge, terminate, and release all such Liens by Closing. Seller may, but is not required to, cure other Objections requiring it to pay money or incur fees, costs, or liability, in which case it shall use commercially reasonable efforts to cure such other Objections no later than the Closing Date. If Seller fails to cure such other Objections, then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money and the parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding such uncured other Objections, in which event there shall be no adjustment to the Purchase Price and such Objections shall constitute Permitted Exceptions.

5.3 Insured Closing. The Closing shall be an "insured closing" with "gap coverage" as such terms are commonly understood in the title insurance industry, i.e., at Closing, upon request Buyer will be entitled to receive an updated and marked-up Title Commitment or a pro forma Title Policy to insure that Buyer will receive the Title Policy and that no circumstances have arisen since the date of the Title Commitment that would adversely affect title to the Property other than Permitted Exceptions. The Title Policy will provide "extended form coverage," i.e., without standard or general preprinted exceptions (other than the survey exception unless Buyer procures an appropriate Survey), which shall not constitute Permitted Exceptions.

6. OTHER DUE DILIGENCE AND INSPECTIONS. In addition to its rights to review title to the Property as described in Section 5, Buyer, during the Due Diligence Period, shall have the license and right to enter onto the Property from time to time during normal business hours for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable; provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent. Buyer shall defend, indemnify and hold harmless Seller from and against any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections. Buyer also agrees to repair and restore any damage to the Property caused by such inspections.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. In order to induce Buyer to enter into this Agreement and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing as follows:

(a) (i) Seller is the entity specified in the introductory paragraph to this Agreement and is qualified to do business and in good standing under the laws of the State of Missouri; and (ii) Seller has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Seller in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Seller is a party or to which it or the Property is subject.

(b) There is not now pending nor, to the best of Seller's knowledge and belief has there been threatened, any investigation, demand, action, suit, or proceeding relating to the Property before or by any agency, court, or other governmental authority. Seller has not received any notice from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other legal violation with respect to the Property, which has not been entirely corrected in accordance with applicable law. To the best of Seller's knowledge and belief, the Property is not in violation of any applicable law.

(c) To the best of Seller's knowledge and belief, no hazardous materials have been released at the Property, and none are currently located on the Property which are not being stored and maintained in accordance with all applicable laws.

(d) There are no special assessments, takings, or other governmental actions filed, pending or, to the best of Seller's knowledge and belief, proposed, against the Property.

(e) There are no Contracts (other than the Assigned Contracts, if any). Seller is not in default of, and to the best of its knowledge and belief no other party is in default of, and no event or circumstance has occurred which, after notice or opportunity to cure would constitute such a default of, any Assigned Contract.

7.2 Buyer's Representations and Warranties. In order to induce Seller to enter into this Agreement and to consummate the sale of the Property, Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing as follows: (i) Buyer is the entity specified in the introductory paragraph to this Agreement and is qualified to do business and in good standing under the laws of the State of Missouri; and (ii) Buyer has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Buyer in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Buyer is a party or to which it is subject.

8. COVENANTS. From and after the Effective Date and until the Closing or earlier termination of this Agreement:

8.1 Title. Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. If there are any Seller's Liens, Seller shall cause the same to be discharged, terminated, and released as required in order to convey title to the Property in accordance with this Agreement.

8.2 Physical Condition and Operation. Seller will manage, operate, insure, and maintain the Property in the same manner and condition as before the Effective Date, reasonable wear and tear excepted; without limiting the generality of the foregoing, Seller will not alter the Property or commit or permit waste to the Property without Buyer's consent. If the Property includes any Personal Property, Seller will not remove any material item of Personal Property without Buyer's consent, unless the same is obsolete and is replaced by tangible personal property of equal or greater utility and value.

8.3 Contracts. Seller will terminate all contracts, agreements, or transactions with any third party with respect to or affecting the Property before Closing (other than Assigned Contracts, if any). Seller will not enter into or amend any Contracts without Buyer's consent. If the Property includes any Assigned Contracts, Seller will not violate or terminate such Assigned Contracts and Seller will operate under such Assigned Contracts in the ordinary course of business; without limiting the generality of the foregoing, Seller will not collect any rents or other amounts due under any Assigned Contracts more than one month in advance, and it will report and prorate all amounts collected before Closing.

8.4 Updates. Seller shall notify Buyer if Seller becomes aware that any representation or warranty of Seller herein, is or becomes untrue or incorrect in any material respect.

8.5 Exclusivity. Seller agrees not to market or show the Property to any other prospective purchasers or to solicit, entertain, or accept any offers for the Property (whether or not subordinate to this Agreement) from any other prospective purchasers.

9. CONTINGENCIES. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth in this Section ("Contingencies"). The Contingencies are: (a) Buyer must receive title to the Property, in accordance with Section 5, at Closing; (b) none of the representations and warranties of Seller herein must cease to be true and correct, in all material respects, prior to Closing; and (c) Buyer must be satisfied with all its due diligence and inspections

with respect to the Property pursuant to Section 6 as well as being satisfied that no other facts or circumstances exist that may make its acquisition, ownership, occupancy, or use of the Property imprudent, all in its sole and absolute discretion, in each case by the end of the Due Diligence Period. If any Contingency is not satisfied or waived by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and receive a full refund of any Earnest Money.

10. CLOSING AND POSSESSION. The Closing shall occur at the offices of the Title Company at 12:00 noon on the Closing Date or such other time as mutually agreed by the parties. A party need not be present at Closing if such party has delivered all of the items it is required to deliver at Closing to the Title Company by the Closing Date with escrow instructions consistent with this Agreement.

10.1 Seller's Deliveries. At Closing, Seller shall deliver possession of the Property. Seller shall deliver the Property "as is" and without any representations or warranties, Seller and Buyer hereby disclaiming any such representations or warranties, in each case except as expressly provided herein. Seller also shall execute and deliver to Buyer the following:

(a) A warranty deed conveying all right, title, and interest in and to the Land and Improvements, free and clear of all liens and encumbrances, other than Permitted Exceptions.

(b) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Buyer to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Seller.

(c) If applicable: (i) if the Property includes any Assigned Contracts, one or more assignment(s) from Seller with respect thereto (including an accounting and transfer of any security deposits) and consents or estoppel certificates from the other parties thereto, and (ii) if the Property includes any Personal Property, a warranty bill of sale; in all cases in form reasonably satisfactory to Buyer.

10.2 Buyer's Deliveries. At Closing, Buyer shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided herein. Buyer also shall execute and deliver to Buyer the following:

(a) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Seller to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Buyer.

(b) If applicable: if the Property includes any Assigned Contracts, one or more assignment and assumption agreement(s) with respect thereto.

11. PURCHASE PRICE ADJUSTMENTS AND EXPENSES.

11.1 Prorations. The following amounts shall be prorated between the parties:

(a) Taxes and Special Assessments. All ad valorem real estate taxes imposed on the Property for the year in which Closing occurs shall be based on the latest information available and prorated as of the Closing Date. Special assessments imposed on the Property, if any, shall be the sole responsibility

of the owner of the Property as of the date the applicable special assessment becomes due and payable. The parties agree all prorations are final on the Closing Date.

(b) Utilities and Assigned Contracts. If applicable: fees and charges for utilities, income and prepaid expenses under Assigned Contracts, and other like items customarily prorated upon the sale of property similar to the Property, in each case for the period in which Closing occurs, shall be prorated as of the Closing Date.

11.2 Expenses. The following costs and expenses shall be paid by the parties as described below, including as an appropriate adjustment to the Purchase Price set forth on the closing statement.

(a) Seller shall pay for (i) all costs to discharge, terminate, and release the Seller's Liens.

(b) Buyer shall pay for (i) all costs to conduct its due diligence and inspections of the Property, including the Survey, if any; (ii) the cost of any requested endorsements to the Title Policy; (iii) closing or escrow fees of the Title Company; and (iv) all costs to record the deed and all other recordable documents at Closing; (iv) all costs of examinations, fees, and premiums for the Title Commitment and Title Policy.

11.3 Broker Commissions and Other Expenses. All other costs and expenses paid or incurred in connection with or incident to this Agreement and the performance and consummation of the transactions contemplated hereby shall be borne by the party paying or incurring same. Without limiting the generality of the foregoing, the parties represent and warrant to one another that they have not dealt with any broker with respect to the transactions contemplated herein, if any, whose commissions, fees, and expenses shall be paid as set forth in said recital. Each party shall defend, indemnify, hold harmless the other party from and against any claims, causes of action, damages, liability, or costs or expenses that the other may sustain or incur by reason of its breach of this paragraph.

12. RISK OF LOSS AND CONDEMNATION. Seller has the risk of loss, destruction, or damage to the Property until Closing. If any such event occurs prior to Closing, Seller will promptly notify Buyer. If the cost to repair such damage and restore the Property to its previous condition is estimated by Buyer to be not more than \$10,000 in the aggregate, Seller may complete such repair and restoration by Closing; if Seller does not do so, then Buyer will be entitled to a reduction in the Purchase Price to the extent necessary to cover the remaining cost to complete such repair and restoration estimated by Buyer up to \$10,000 in the aggregate, and Buyer will be responsible for any such repair and restoration. If the cost of such repair and restoration is estimated by Buyer to be more than \$10,000 in the aggregate, Buyer may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyer all associated insurance claims and proceeds plus the amount of any deductible. If all or any part of the Property is condemned or becomes subject to any condemnation action or proceeding prior to Closing, Seller will promptly notify Buyer, and Buyer may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyer all associated claims, awards, and proceeds.

13. DEFAULTS AND REMEDIES.

13.1 Seller Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

13.2 Buyer Default. If Buyer defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Seller to Buyer, then Seller may terminate this Agreement. The right to terminate hereunder shall not waive or impair any right of Seller to any other legal or equitable remedy with respect to any such default.

14. ASSIGNMENT. Buyer may assign its rights under this Agreement to an affiliate without Seller's consent, and no other assignment of this Agreement or any interest herein shall be permitted without Seller's prior written consent; provided, that in no event shall any assignment release the assignor from any obligations hereunder.

15. GENERAL.

15.1 Notices. Any notice or other communication required or permitted hereunder must be in writing and either: hand delivered; or sent overnight via reputable national courier or mailed by U.S. certified mail, fees and postage prepaid, in each case to the relevant party at its address as set forth herein (as the same may be changed by notice given in accordance herewith). Any such communication shall be deemed given, delivered, and effective: when hand delivered; one (1) business day after deposit with the courier; or three (3) business days after deposit with the U.S. Postal Service.

15.2 Time. Time is of the essence in the performance of and compliance with this Agreement; provided, that if any date or period specified herein falls or expires on a day which is not a business day, then such date or period shall be automatically deemed moved or extended to the next business day.

15.3 Survival. If this Agreement terminates in accordance with its terms, it shall cease to be of any further force or effect and the parties shall be relieved from all obligations hereunder, except for such obligations which are expressed or by their terms are intended to survive.

15.4 Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law principles. This Agreement constitutes the complete and integrated agreement of the parties and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, and permitted assigns. This Agreement is intended to be enforceable in all respects, but if any provision hereof is invalid or unenforceable under applicable law, such provision shall be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions shall be unaffected. This Agreement may not be amended or modified except in a writing signed by all parties, and no term or condition hereof shall be deemed waived by a party except in a writing signed by such party. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right or privilege. This Agreement may be executed and delivered via facsimile or other electronic transmission, which shall be deemed to be originals.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

HP Properties II, LLC

By: _____

Name: _____

Title: _____

Battlefield Fire Protection District

By:  _____

Name: Scott W. Moore

Title: Fire Chief

EXHIBIT A

Legal Description

EXHIBIT A

A TRACT OF LAND BEING ALL OF LOT 6 AND LOT 7, BLOCK 8, IN THE PLAT OF THE TOWN OF BATTLEFIELD, IN GREENE COUNTY, MISSOURI AND A PORTION OF UNPLATTED LAND ADJOINING SAID LOT 6 AND LOT 7 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 8, IN THE PLAT OF THE TOWN OF BATTLEFIELD, IN GREENE COUNTY, MISSOURI; THENCE S88°07'27"E, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.80 FEET TO A POINT BEING ON THE EXTENSION OF THE EAST LINE OF LOT 7 OF SAID BLOCK 8 OF SAID PLAT; THENCE N02°08'17"E, ALONG SAID EXTENSION AND SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE N88°07'31"W, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 141.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S02°33'30"W, ALONG THE WEST LINE OF SAID LOT 6 AND LOT 7, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7,081 SQUARE FEET AND ALL BEING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 28, RANGE 22, CITY OF BATTLEFIELD, GREENE COUNTY, MISSOURI.

BEARINGS LISTED ARE BASED ON GRID NORTH, MISSOURI STATE PLANE, CENTRAL ZONE, NAD83(2011).

SUBJECT TO ANY EASEMENTS OF RECORD, AND ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

WILSON SURVEYING CO., INC.

Surveying / Engineering / Land Planning

1835 S. Stewart, Suite 124 Springfield, Missouri 65804

Email: Rick.Wilson@wilsurveyinc.com

(417) 522-7870

PREPARED FOR:

STACEY HAMMIT

DATE: FEBRUARY 2, 2021

PROJECT NO.: 2020-137

REF: DRAWING NO.: WC-105-946-EX

SHEET NO.

1 of 1



5/8"

EXHIBIT B

5/8"

SECOND STREET

40.4' MEASURED

5.0'

S88°07'36"E

141.07' MEASURED 140' PLAT

ORIGINAL TOWN LOT 9

141.43' MEASURED 140' PLAT

NORTHWEST CORNER LOT 7

N88°07'31"W

NORTHEAST CORNER LOT 7

50.00'

S2°35'30"W

BLOCK 8 LOT 7

POINT OF BEGINNING
SOUTHWEST CORNER LOT 6

LOT 6

S88°07'27"E

141.80'

LOT 5

OF BATTLEFIELD LOT 4

SECTION 20

TOWNSHIP 28

SW 1/4

RANGE 22

30' ALLEY

EAST LINE LOT 7

50.00'

N2°08'17"E

NORTHERLY RIGHT-OF-WAY LINE
ABANDONED MISSOURI-PACIFIC
RAILROAD COMPANYL=162.78'
R=3079.84'

SCALE 1" = 30'

THIS EXHIBIT IS BASED ON
A SURVEY OF THE PROPERTY
SHOWN. THE FIELD
PROCEDURES MEET THE
CURRENT STANDARDS.

THIS IS **NOT** A PROPERTY
BOUNDARY SURVEY DRAWING
AND THE DRAWING DOES
NOT MEET THE CURRENT
STANDARDS FOR PROPERTY
SURVEYS.

WILSON SURVEYING CO., INC.

Surveying / Engineering / Land Planning

1835 S. Stewart, Suite 124 Springfield, Missouri 65804

Email: Rick.Wilson@wilsurveyinginc.com

(417) 522-7870

PREPARED FOR:

STACEY HAMMIT

DATE: SEPTEMBER 7, 2021

DRAWN BY: APW
CREW CHIEF: GA

PROJECT NO.: 2020-137
DRAWING NO.: WA-105-946-EX

SHEET NO.
1 of 1



9-8-2021



Community Training Room Reservation Information

To assist us in making your visit an enjoyable experience, please provide the following information and return this form to Information Technology IT@voltcu.org

Group Name: Battelfield Fire

Contact Info: email smoore@battlefieldfire.com phone 417-881-9018

Date 11/22/21

Start Time 11:00 End Time 1:00

What time will you or the group facilitator be arriving? 10:30

Will you need the Projector/Screen Yes?

Will you need a WIFI connection Not necessary?

Will you need a webcam No?

* If you need to use the Community Room Web Cam for a Zoom - type meeting, then Volt will need to log you into the room equipment and will need any presentation material such as PowerPoint's or PDF's loaded onto a flash drive and provided before the meeting. You will need your own Zoom or web conferencing credentials.

*If you plan to bring your own laptop it will need to have an HDMI port available to use with our audio – visual equipment.

Additional Questions or Comments:

I will be there at 10:30. The meeting will start at 11:30. Thank you for the opportunity.
