NOTICE OF OPEN MEETING

Posted 5:00 p.m. November 10, 2022
Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, November 15, 2022 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA
REGULAR SESSION
NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. November 1, 2022 Open Session Council Minutes
2. Bill No. 2022-76 FY22 Budget Amendment
3. Bill No. 2022-77 FY23 Budget Amendment
4. Bill No. 2022-83 Work Authorization Agreement with Allgeier Martin for a Water Rate Study
5. Bill No. 2022-84 Work authorization agreement with Allgeier Martin for a wastewater rate study
6. Bill No. 2022-85 Special Use Permit Amendment for Section 405.180 for Government Entities

PROCLAMATION

1. November Business of the Month for Kelly Anderson Group

VISITOR'S BUSINESS

1. Anna Turney - Friends of the Park Presenting Donated Funds

NEW BUSINESS

1. Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety
2. Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies
3. Bill No. 2022-88 Amendment to the Agreement Between Freeman Health System and City of Neosho
4. Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation
5. Bill No. 2022-90 Greens III Final Plat

6. Bill No. 2022-91 Special Use Permit for 1720 S. High St. for Neosho School District-Daycare
7. Bill No. 2022-92 Agreement with Satterlee Heating and Air-City Hall HVAC Replacement
8. Bill No. 2022-93 Agreement with Satterlee Heating and Air-Senior Center HVAC Replacement
9. Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company
10. Resolution Bill No. 2022-16 LWCF Grant Scenic Park
11. Resolution Bill No. 2022-17 Donation of Animal Abuse Reward Funds
12. Amendment to the Electric Service Agreement with Liberty Utilities

APPOINTMENTS AND VACANCIES

1. Historic District Commission

    1. **David Sims Letter of Reappointment**
    2. **Suzie Crosno Letter of Reappointment**

2. Senior Citizen Committee

    1. **Janet Penn Letter of Interest**
    2. **Daniel Wood Letter of Interest**

REPORT OF CITY OFFICERS

1. Finance Department - October Financials

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
2. Section 610.021 (2) RSMo…Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting Cheyenne Wright, City Clerk, 203 E. Main, Neosho, Missouri (417-451-8050). Meeting agenda posted in the Water Department located at 203 East Main Street, Neosho, MO and outside the City Council Chambers entrance also located at 203 East Main Street, Neosho, MO.

MINUTES
NEOSHO CITY COUNCIL
November 1, 2022 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Tye Zola opened with prayer and Mayor DeWitt led the Pledge of Allegiance.

CALL TO ORDER

Mayor DeWitt called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:
TYLER DEWITT, CHARLES COLLINSWORTH, CARL COBB, ANGELA THOMAS, JULIE HUMPHREY, ASHTON ROBINSON

COUNCIL ABSENT:
NONE WERE ABSENT.

CITY OFFICERS PRESENT:
DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

Councilman Cobb Made A Motion To Excuse Councilman Davidson; Councilman Collinsworth Seconded.

Roll Call Vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler Dewitt
No: None
Abstain: None
Passed.

APPROVAL OF AGENDA

CONSENT AGENDA

Councilman Collinsworth made a motion to Approve and Consent the Agenda; Councilman Cobb seconded.
October 18, 2022 City Council Meeting Minutes
October 25, 2022 Special Session City Council Minutes
Bill No. 2022-70: 2023 Fireworks Contract with Riverside Fireworks
Bill No. 2022-75: KPM FY22 Audit Engagement Letter
Bill No. 2022-78: Newton County CDC Change

Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park
Bill No. 2022-81: Double Down Asphalt Agreement for the Golf Course Cart Path

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

October 18, 2022 City Council Meeting Minutes

October 25, 2022 Special Session City Council Minutes

Bill No. 2022-70: 2023 Fireworks Contract with Riverside Fireworks

Bill No. 2022-75: KPM FY 2022 Audit Engagement Letter

Bill No. 2022-78 Newton County Central Dispatch Charter Change

Bill No. 2022-79: Contract with Stafford Fencing for the Scenic Park Dog Park.

Bill No. 2022-81: Contract with Double Down Asphalt for the Golf Course Cart Path

UNFINISHED BUSINESS

Bill No. 2022-74: Annexation 1066 Baxter Street

AN ORDINANCE APPROVING THE ANNEXATION OF THE PROPERTY LOCATED AT, 1066 Baxter Street, Newton County, Neosho, Missouri.

Attorney Paul read Bill No. 2022-74 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-74: Annexation 1066 Baxter Street; Councilwoman Humphrey seconded.

City Manager Kennedy stated that this pulled from the consent agenda due to Councilman Cobb's ownership of this piece of property.

Roll call vote:
Yes: Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: Carl Cobb due to ownership of the named property.
Passed.

Bill No. 2022-80: Contract with Construction Services Group, LLC for Construction of Morse Park Restrooms

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing restrooms at Morse Park for the not to exceed price of One Hundred Thirty-Six Thousand Forty and 00/100 Dollars ($136,040.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-80 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-80 Contract with CSG, LLC for Construction of Morse Park Restrooms; Councilwoman Robinson seconded.

City Manager Kennedy addressed the Council stating that when this was bid, the prevailing wage was not bid for this project. This needs to be amended to remove Section 18 and 31 and amend the total to be $136,040.00 for prevailing wage.

Councilman Collinsworth made a motion to amend the contract to include prevailing wage in the total amount of $136,040.00 and to strike sections 18 and 31; Councilwoman Robinson seconded.

Roll call vote for the amendment:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Roll call vote to approve the bill as amended:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

VISITOR’S BUSINESS

There was nobody present to speak under visitor's business.

BIDS

Horizontal Recycling Bailer

Public Works Director Siler addressed the City Council stating that staff went out for bid for a horizontal recycling bailer. There were multiple bids sent out and two were received back.

Reaction Distributing Inc.	THB 6048X	$88,899.00
Superior Equipment Services	Cramalot HE-60-M	$111,518.00
	Cramalot HE-60-M Installed	$118,120.00

This purchase was budgeted out of the recycling center for $90,000.00. Staff recommends approving the bid from Reaction Distributing Inc. for the THB 6048X in the amount of $88,899.00.

Councilwoman Thomas made a motion to Approve the bid from Reaction Distributing Inc. for the THB 6048X in the amount of $88,899.00; Councilman Cobb seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None

City Hall HVAC

City Manager Kennedy addressed the Council stating that this bid is to replace an HVAC unit at City Hall. There were five bids sent out and this bid was also posted on the City website. There were three bids received back as follows:

Satterlee Plumbing and Heating	Bid 1	$34,650.00
	Bid 2	$33,900.00
	Bid 3	$32,250.00
Lyerla Heating and Air		$31,900.00
West Mechanical Services		$37,500.00

Staff recommends approving the bid from Satterlee Plumbing and Heating. Although their bid came in higher on this bid, the next bid on the agenda was substantially lower than the Lyerla Heating and Air bid. Satterlee has been very responsive in getting work done for the City.

Councilman Cobb made a motion to Approve the bid from Satterlee Heating and Plumbing for the amount of $34,650.00; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Senior Center HVAC

City Manager Kennedy stated that this is to replace a HVAC unit at the Senior Center. There were five bids sent out and two were received back, as follows:

Satterlee Plumbing and Heating $74,895.00
Lyerla Heating and Air $149,666.00

Staff recommends approving the bid from Satterlee Plumbing and Heating in the amount of $74,895.00.

Councilman Collinsworth made a motion to Approve Satterlee Plumbing and Heating in the amount of $74,895.00; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

NEW BUSINESS

Bill No. 2022-76: FY22 Budget Amendment

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

Attorney Paul read Bill No. 2022-76 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-76: FY22 Budget Amendment; Councilman Cobb seconded.

City Manager Kennedy addressed the Council stating that the Finance Director was unable to make it to the meeting tonight, however this budget amendment is to clean up the FY22 budget for the audit the beginning of the month.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Bill No. 2022-77: FY23 Budget Amendment

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

Attorney Paul read Bill No. 2022-77 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-77: FY23 Budget Amendment; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the Council stating that this budget amendment is to update the FY23 budget to reflect open purchase orders and capitol items not finalized in the FY22 budget.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Bill No. 2022-83: Work authorization agreement with Allgeier Martin for a water rate study

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a water utility rate study for the not to exceed price of Thirty Thousand and 00/100 Dollars ($30,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-83 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-83: Work Auth. with Allgeier Martin for a Water Rate Study; Councilwoman Humphrey seconded.

Public Works Director Siler addressed the Council stating that the purpose of this agenda item is to seek council approval of an agreement with Allgeier, Martin to conduct a water rate study. This study will include calculations for operational costs, needed maintenance, replacement schedules for the future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling cost. The water study max amount is $30,000.00.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None

Passed.

Bill No. 2022-84: Work authorization agreement with Allgeier Martin for a wastewater rate study

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater utility rate study for the not to exceed price of Twenty Thousand and 00/100 Dollars ($20,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-84 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2022-84: Work Auth. with Allgeier Martin for Wastewater Rate Study; Councilman Collinsworth seconded.

Public Works Director Siler addressed the Council stating that the purpose of this agenda item is to seek council approval of an agreement with Allgeier, Martin to conduct a wastewater rate study. This study will include calculations for operational costs, needed maintenance, replacement schedules for the future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling cost. The wastewater study max amount is $20,000.00.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Bill No. 2022-85: Special Use Permit Amendment for Section 405.180 for Government Entities

AN ORDINANCE amending Section 405.180 Special Use, by repealing Section 405.180, and enacting a new Section 405.180 in lieu thereof.

Attorney Paul read Bill No. 2022-85 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-85 SUP Amendment for Section 405.180; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the City Council stating that the purpose of this agenda item is to modify the city code section 405.180 involving Special Use Permits to extend the period that a SUP may be issued to a political subdivision of the State of Missouri in increments of up to ten (10) years.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Amendment to the electric service agreement with Liberty Utilities

Public Works Director Siler addressed the City Council stating that this is to make amendments to the Liberty Utilities Contract, as follows:
1932 Sherry Lea Drive monthly decrease -$1.79

Councilman Collinsworth made a motion to Approve the amendment to the Liberty Utilities Agreement; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Irrevocable Consent for Anexation for 1297 N Business 49

Development Services Director Leavens addressed the Council stating that the property located at 1297 N. Business 49 also the location of Skateland, is requesting to connect to the city water system.

Councilman Collinsworth made a motion to Approve the Irrevocable Consent for Annexation for 1297 N. Business 49; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

National Fire Safety Council Permission

Fire Chief Houk addressed the City Council stating that the purpose of this agenda item is to request permission for the National Fire Safety Council to send letters to businesses in the Neosho Fire Department service area requesting voluntary donations to support the fire prevention program put on by the City of Neosho. The fire safety program will not only be targeted at children but will also be a useful tool for all the population we serve, from children to senior adults. The average cost of a program is $6,000.

Councilman Collinsworth made a motion to Approve the City of Neosho to be a part of the National Fire Safety Council; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

REPORT OF CITY OFFICERS

City Manager Kennedy addressed the City Council about the Lime Kiln Dam Ribbon Cutting this Saturday at noon and land learning will also be doing planting of trees and teaching on Friday and Saturday.

City Manager Kennedy asked for direction regarding the code for licenses and 605.040 bonding and how council would like to see this code written. The prevailing wage kicks in at $75,000 and any project that exceeds $75,000 should be bonded to the City.

The Council needs to give us a hardline amount to put into the ordinance code.

By a consensus of the Council to see the floor of this ordinance be at $25,000.

ADJOURN

There being no further business to come before the Council, Mayor DeWitt asked for a motion to adjourn.

Councilwoman Thomas made a motion to Adjourn; Councilman Collinsworth seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Mayor DeWitt adjourned the November 1, 2022 Council Meeting at 7:42 p.m.

APPROVED	ATTEST
NEOSHO CITY COUNCIL	
______________________________	______________________________
Mayor	City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 1, 2022
ITEM: Bill No. 2022-76: FY22 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:
1. **Bill 2022-76 FYE 22 Amendment**

PURPOSE:
The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY22 budget.

BACKGROUND:
Our Fiscal year ended September 30. Staff is requesting this amendment to clean up some of the accounts for the end of the Fiscal Year.

Fund		Increase (Decrease)
100	General Fund	$2,273,901.00
130	Fire Fund	$192,331.00
170	Drainage Fund	$105,289.00
175	Senior Center Fund	$38,435.00
180	Parks Fund	$139,741.00
195	Auditorium Fund	$132,441.00
300	Capital Fund	$82,268.00
310	Hotel/Motel	($1,167.00)
360	TIF	$56,985.00
450	Golf Fund	$88,078.00
500	Water/Wastewater Fund	$150,332.00
800	Street Department	$297,528.00
833	TDD Street Fund	$26,327.00
900	Street/Bridge Tax	$82,411.00

Total City Increase (Decrease) in Fund Balance $3,664,900.00

RECOMMENDATION:
Staff recommends adoption of the budget adjustments as set forth in the attached Bill.

Bill No. 2022-76 **Ordinance No. 347-2022**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That Ordinance No. 347-2021 is amended to read as follows:

The City Manager is hereby authorized to expend the funds as set forth in said budget. Receipts and disbursements shall be within the limits herein described and adopted by reference and shall be made in accordance with applicable laws and ordinances. These limits shall be referenced by fund as outlined

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
100	Transfer to ARPA	100-000-3206-000			(71,141.00)	(71,141.00)
100	Trns to Capital Impr/Purch	100-000-3285-111			(7,945.00)	(7,945.00)
100	Trns to Capital Improvement	100-000-3285-112			(80.00)	(80.00)
100	Trns to Capital Improvement	100-000-3285-120			(120,200.00)	(120,200.00)
100	Property Tax	100-110-4010-110	52,000.00		52,000.00	
100	1-Cent City Sales Tax	100-110-4030-110	671,141.00		671,141.00	
100	Occupation Licenses	100-000-4100-110	17,400.00		17,400.00	
100	Franchises	100-110-4130-110	108,557.00		108,557.00	
100	CARES/ARPA	100-110-4201-110	1,227,881.00		1,227,881.00	
100	General Admin Miscellaneous	100-110-4800-110	3,252.00		3,252.00	
100	General Admin Overtime	100-110-5020-110		1,055.00	(1,055.00)	
100	Availability Allowance	100-110-5070-110		150.00	(150.00)	
100	General Admin Health Ins	100-110-5190-110		(7,870.00)	7,870.00	
100	Clerk Professional Services	100-111-5260-111		1,175.00	(1,175.00)	
100	Clerk Insurance & Bonds	100-111-5300-111		205.00	(205.00)	
100	Clerk Member/Train/Trvl	100-111-5360-111		(2,175.00)	2,175.00	
100	Clerk General Supplies	100-111-5590-111		260.00	(260.00)	
100	Celebrate Booth Fees	100-113-4470-755	1,838.00		1,838.00	
100	Fall Festival Booth Fees	100-113-4470-756	3,960.00		3,960.00	
100	Celebrate Neosho Shirt Sales	100-113-4480-755	224.00		224.00	
100	Celebrate Neosho Sponsors	100-113-4990-755	250.00		250.00	
100	Fall Festival Sponsorships	100-113-4990-756	1,125.00		1,125.00	
100	Celebrate Neosho Expenses	100-113-6520-755	3,502.00		(3,502.00)	
100	Building Permits/Inspec.	100-115-4120-115	18,448.00		18,448.00	
100	Building Inspection Salaries	100-115-5010-115		(1,806.00)	1,806.00	
100	Building Inspection Overtime	100-115-5020-115		958.00	(958.00)	
100	Recycle Center Sales	100-118-4420-118	2,098.00		2,098.00	
100	Insurance Proceeds	100-118-4760-118	12,284.00		12,284.00	
100	Sanitation Enforcement	100-120-4130-120	19,897.00		19,897.00	
100	Grant Revenue	100-120-4200-120	1,114.00		1,114.00	
100	Court Fines	100-120-4600-120	3,714.00		3,714.00	
100	Police Training Fees	100-120-4610-120	2,168.00		2,168.00	
100	Law Enforcement Misc.	100-120-4800-120	775.00		775.00	
100	School Resource Ofr	100-120-4810-120	1,964.00		1,964.00	
100	School Resource Ofcr Crowder	100-120-4810-121	7,148.00		7,148.00	
100	Police Dept Overtime	100-120-5020-120		951.00	(951.00)	
100	Police Dept Part Time	100-120-5030-120		(3,347.00)	3,347.00	

100	Police Dept Prof Services	100-120-5260-120		503.00	(503.00)	
100	Police Dept Uniforms	100-120-5380-120		(3,923.00)	3,923.00	
100	Police Care of Prisoners	100-120-5420-120		14,985.00	(14,985.00)	
100	Police Dept Fuels/Lubricants	100-120-5530-120		5,914.00	(5,914.00)	
100	ACO General Supplies	100-120-5590-122		(14,372.00)	14,372.00	
100	Police Dept Minor Equipment	100-120-6390-120		(3,160.00)	3,160.00	
100	Court Costs	100-125-4590-125	2,147.00		2,147.00	
100	Domestic Violence Expense	100-125-5263-125		903.00	(903.00)	
100	IT Computers, Software Etc	100-141-5700-141		7,150.00	(7,150.00)	
100	Fleet Mtce Fuels	100-143-5530-143		1,566.00	(1,566.00)	
100	Fleet Maint General Supplies	100-143-5590-143		(1,514.00)	1,514.00	
100	Fleet Mtce Minor Equipment	100-143-6390-143		(1,372.00)	1,372.00	
100	Human Resources Social Secur.	100-145-5170-145		(456.00)	456.00	
100	Human Resources Health Ins.	100-145-5190-145		(564.00)	564.00	
100	Human Resources GenSupplies	100-145-5590-145		883.00	(883.00)	
100	Land Lease Airport	100-160-4400-160	7,768.00		7,768.00	
100	Sale Jet Fuel	100-160-4540-160	106,300.00		106,300.00	
100	Sale of Aviation Gas	100-160-4550-160	57,550.00		57,550.00	
100	Airport Salaries	100-160-5010-160		(5,340.00)	5,340.00	
100	Airport Overtime	100-160-5020-160		1,323.00	(1,323.00)	
100	Cost of AV Gas Sold	100-160-5460-160		52,000.00	(52,000.00)	
100	Cost of Jet Fuel	100-160-5470-160		87,500.00	(87,500.00)	
100	Airport General Supplies	100-160-5590-160		(1,203.00)	1,203.00	
100	Airport Electricity	100-160-6300-160		1,553.00	(1,553.00)	
100	Airport Phones	100-160-5590-160		(633.00)	633.00	
100	Public Safety Tax	100-199-4031-199	268,215.00		268,215.00	
100	Plot Sales	100-204-4420-204	6,450.00		6,450.00	
100	Burial Fees	100-204-4524-204	2,400.00		2,400.00	
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GENERAL FUND TOTALS			$2,608,068.00	$147,736.00	$2,273,901.00	($183,476.00)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
130	Trns to Capital Improvement	130-00-3285-000			(22,408.00)	(22,408.00)
130	Fire Department Sales Tax	130-130-4030-130	165,010.00		165,010.00	
130	Insurance Proceeds	130-130-4760-130	5,595.00		5,595.00	
130	Fire Dept Salaries	130-130-5010-130		(64,592.00)	64,592.00	
130	Fire Department Overtime	130-130-5020-130		20,458.00	(20,458.00)	
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FIRE FUND TOTALS		$0.00	$170,605.00	($44,134.00)	$192,331.00	($22,408.00)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
170	Transfer fm ARPA	170-000-3306-000			3,053.00	3,053.00
170	Sales Tax 1Darinage	170-990-4030-990	98,833.00		98,833.00	
170	Drainage Equipment Maint	170-990-5330-990		(5,727.00)	5,727.00	
170	Drainage Fuels/Lubricants	170-90-5530-000		2,324.00	(2,324.00)	
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DRAINAGRE FUND TOTALS			$98,833.00	($3,403.00)	$105,289.00	$3,053.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
175	Sales Tax 1/16-Cent	175-175-4030-175	41,179.00		41,179.00	
175	Senior Center Facility Maint	175-175-5320-175		2,744.00	(2,744.00)	
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SENIOR CENTER FUND TOTALS			$41,179.00	$2,744.00	$38,435.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
180	Sales Tax Parks	180-750-4030-750	148,249.00		148,249.00	
180	Donations Parks	180-750-4990-750	1,037.00		1,037.00	
180	Parks Insurance and Bonds	180-750-5300-750		7,710.00	(7,710.00)	
180	Parks Facility Maintenance	180-750-5320-750		(3,283.00)	3,283.00	
180	Parks Equipment Maintenance	180-750-5330-750		(4,413.00)	4,413.00	
180	Parks Fuels/Lubricants	180-750-5530-750		10,704.00	(10,704.00)	
180	Parks General Supplies	180-750-5590-750		(2,608.00)	2,608.00	
180	Parks Electricity	180-750-6300-750		4,857.00	(4,857.00)	
180	Parks Heating Fuels	180-750-6310-180		(3,422.00)	3,422.00	
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PARKS FUND TOTALS			$149,286.00	$9,545.00	$139,741.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
195	Lampo Professional Services	195-114-5260-114		620.00	(620.00)	
195	Auditorium Sales Tax	195-195-4030-195	123,542.00		123,542.00	
195	Auditorium Rental Fees	195-195-4500-195	5,800.00		5,800.00	
195	Auditorium Sound Fees	195-195-4520-195	2,045.00		2,045.00	
195	Auditorium Facility Maint	195-195-5320-195		(8,527.00)	8,527.00	
195	Auditorium Electricity	195-195-6300-195		5,355.00	(5,355.00)	
195	Auditorium Heating Fuels	195-195-6310-195		1,498.00	(1,498.00)	
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AUDITORIUM FUND TOTALS			$131,387.00	($1,054.00)	$132,441.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
300	Transfer fm City Clerk	300-000-3385-111			7,945.00	7,945.00
300	Transfer fm General Admin	300-000-3385-112			80.00	80.00
300	Transfer fm, Police Dept	300-000-3385-120			120,200.00	120,200.00
300	Transfer fm Fire Department	300-000-3385-130			22,408.00	22,408.00
300	Transfer fm Streets Dept	300-000-3385-800			5,500.00	5,500.00
300	Capital Improvement Sales Tax	300-300-4030-300	82,360.00		82,360.00	
300	Capital Impr/Purchas Clerk	300-300-5790-111		7,945.00	(7,945.00)	
300	Capital Impr/Purchase GenAdm	300-300-5790-112		80.00	(80.00)	
300	Capital Impr/Purch Police Dept	300-300-5790-120		120,200.00	(120,200.00)	
300	Capital Impr.Purch Fire Dept	300-30-5790-130		22,500.00	(22,500.00)	
300	Capital Impr/Purch Streets Dept	300-300-5790-800		5,500.00	(5,500.00)	
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CAPITAL FUND TOTALS			$82,360.00	$156,225.00	$82,268.00	$156,133.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
310	Motel Tax Revenue	310-310-4040-330	23,203.00		23,203.00	
310	Motel Promotions	310-310-5240-330		24,370.00	(24,370.00)	
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HOTEL/MOTEL FUND TOTALS			$23,203.00	$24,370.00	($1,167.00)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
360	Real Est Tax TIF County	360-360-4900-360	56,985.00		56,985.00	
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TIF FUND TOTALS			$56,985.00	$.00	$56,985.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
450	Golf Course Fees	450-150-4350-430	30,284.00		30,284.00	
450	City Tournament Fees	450-150-4352-430	5,083.00		5,083.00	
450	Golf Cart Rentals	450-150-4360-430	33,848.00		33,848.00	
450	Passes for Fees	450-150-4370-430	13,838.00		13,838.00	
450	Pro Shop Revenue	450-150-4380-430	7,673.00		7,673.00	
450	Driving Range Revenue	450-150-4390-430	1,672.00		1,672.00	
450	Golf Concessions Revenue	450-150-4420-430	28,693.00		28,693.00	
450	Golf Course Salaries	450-150-5010-430		(15,275.00)	15,275.00	
450	Golf Course Overtime	450-150-5020-430		1,798.00	(1,798.00)	
450	Golf Course Prof. Services	450-150-5260-430		3,851.00	(3,851.00)	
450	Golf Course Concessions Cost	450-150-5310-430		10,439.00	(10,439.00)	
450	Golf Course Accessories	450-150-5314-430		8,823.00	(8,823.00)	
450	Golf facility Maintenance	450-150-5320-430		1,565.00	(1,565.00)	
450	Grounds Maintenance	450-150-5325-430		1,313.00	(1,313.00)	
450	Golf Cart Maintenance	450-150-5335-430		1,266.00	(1,266.00)	
450	Golf Course Fuels/Lubricants	450-150-5530-430		7,795.00	(7,795.00)	
450	Golf Course General Supplies	450-150-5590-430		1,968.00	(1,968.00)	
450	Golf Course Electricity	450-150-6300-430		9,470.00	(9,470.00)	
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GOLF FUND TOTALS			$119,091.00	$33,013.00	$88,078.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
500	Transfer fm ARPA	500-000-3306-000			68,087.00	68,087.00
500	Residential Trash Billing	500-510-3530-510	53,346.00		53,346.00	
500	Billing Water Customers	500-510-3600-510	86,534.00		86,534.00	
500	Online Surcharge Fees	500-510-4792-510	1,999.00		1,999.00	
500	Water Admin Overtime	500-510-5020-510		923.00	(923.00)	
500	Water Admin Credit Card Fees	500-510-5270-510		2,280.00	(2,280.00)	
500	Water Admin Capital Purchase	500-510-5790-510		55,880.00	(55,880.00)	
500	Trash Service Paid	500-510-6260-510		43,071.00	(43,071.00)	
500	Water Distribution Equip Maint	500-530-5330-530		(15,464.00)	15,464.00	
500	Water Distribution Fuels	500-530-5530-530		5,421.00	(5,421.00)	
500	Water Dist Capital Purchase	500-530-8790-530		12,456.00	(12,456.00)	

500	Water Distribution Electricity	500-530-6300-530		693.00	(693.00)	
500	Water Dist. Telephones	500-530-6350-530		699.00	(699.00)	
500	Pretreatment Surcharge WW	500-610-3520-610	3,300.00		3,300.00	
500	Billings to Customers WW	500-610-3590-610	28,412.00		28,412.00	
500	Filtration Insurance Claims	500-610-4760-520	4,830.00		4,830.00	
500	Insurance Claim	500-610-4760-610	2,407.00		2,407.00	
500	Water Plant Prof Services	500-610-5260-520		(29,513.00)	29,513.00	
500	Wastewater Prof Services	500-610-5260-610		(32,282.00)	32,282.00	
500	Water Plant Facility Maint.	500-610-5320-520		683.00	(683.00)	
500	Water Plant Equipment Maint	500-610-5330-520		(19,606.00)	19,606.00	
500	Water Plant Fuel/Lubricants	500-610-5530-520		(1,990.00)	1,990.00	
500	Filtration Electricity	500-610-6300-520		45,044.00	(45,044.00)	
500	Wastewater Electricity	500-610-6300-610		27,119.00	(27,119.00)	
500	Filtration Phones	500-610-6350-520		727.00	(727.00)	
500	Paying Agent Fee- 2009B	500-640-5930-646		1,456.00	(1,456.00)	
500	2011 Water Impr Adm Fees	500-640-5930-648		986.00	(986.00)	
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WATER/WASTEWATER FUND TOTALS			$180,828.00	$98,583.00	$150,332.00	$68,087.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
800	Trns to Capital Improvement	800-000-3285-000			(5,500.00)	(5,500.00)
800	Transportation Sales tax	800-800-4030-000	247,336.00		247,336.00	
800	Vehicle Sales Tax	800-800-4090-800	14,070.00		14,070.00	
800	Gasoline Tax	800-800-4280-800	40,470.00		40,470.00	
800	Street Part Time	800-800-5030-800		(10,000.00)	10,000.00	
800	Street TIF Professional Srvc	800-800-5260-360		24,859.00	(24,859.00)	
800	Street Professional Srvc	800-800-5260-800		(15,659.00)	15,659.00	
800	Street Maintenance Materials	800-800-5580-800		(8,005.00)	8,005.00	
800	Street Lights	800-800-6340-800		7,653.00	(7,653.00)	
800	Street Department Misc.	800-800-4800-800				
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STREET DEPARTMENT FUND TOTALS			$301,876.00	$(1,152.00)	$297,528.00	($5,500.00)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
833	TDD Road Mtce Agreement	833-833-4851-833	26,327.00		26,327.00	
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TDD STREET FUND TOTALS			$26,327.00	$0.00	$26,327.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
900	Street/Bridge Tax	900-900-4030-900	82,411.00		82,411.00	
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STREET/BRIDGE TOTALS			$82,411.00	$0.00	$82,411.00	$0.00

Section 2: All other ordinances and parts of ordinances in conflict herewith are repealed.

Section 3: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this **November 15, 2022.**

ATTEST: **CITY OF NEOSHO, CITY COUNCIL**

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Clerk **Mayor**

APPROVED:

______________________________ **City Attorney**

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 1, 2022
ITEM: Bill No. 2022-77: FY23 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:
1. **Bill 2022-77 FY23 Amendment**

PURPOSE:

The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY23 budget, transfers of open purchase orders and capital items not finalized in FY2022.

BACKGROUND:

Staff is requesting to amend the budget for Outstanding Purchase Orders and Capital Purchases not received in FY 2022.

Fund		Increase (Decrease)
100	General Fund	($1,323,913.00)
130	Fire Fund	($4,846.00)
180	Park Fund	$1,745.00
195	Auditorium Fund	($8,500.00)
300	Capital Fund	$0.00
310	Hotel/Motel	($4,950.00)
500	Water/Wastewater Fund	($587,052.78)
800	Street Department	($496,696.67)

Total City Increase (Decrease) in Fund Balance ($2,424,213.45)

RECOMMENDATION:

Staff recommends adoption of the budget adjustments as set forth in the attached Bill.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That Ordinance No. 330-2022 is amended to read as follows:

The City Manager is hereby authorized to expend the funds as set forth in said budget. Receipts and disbursements shall be within the limits herein described and adopted by reference and shall be made in accordance with applicable laws and ordinances. These limits shall be referenced by fund as outlined

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
100	Transfer to Fire	100-000-3205-000			7,870.00	7,870.00
100	Transfer to Fire fm General	100-000-3230-000			(3,369.00)	(3,369.00)
100	Trns to Capital Improvement	100-000-3285-160			(45,290.00)	(45,290.00)
100	Trns to Capital Impr/Purch	100-000-3285-204			(49,277.00)	(49,277.00)
100	CARES/ARPA	100-110-4201-110	1,216,162.00		(1,216,162.00)	
100	School Resource Ofcr Crowder	100-120-4810-121	127,711.00		(127,711.00)	
100	Police Department Salaries	100-120-5010-120		94,232.00	94,232.00	
100	Availability Allowance	100-120-5070-120		720.00	720.00	
100	Police Dept Social Security	100-120-5170-120		7,209.00	7,209.00	
100	Police Dept Retirement	100-120-5180-120		7,256.00	7,256.00	
100	Police Dept Workers Comp.	100-120-5210-120		4,128.00	4,128.00	
100	Police Dept Minor Equipment	100-120-6390-120		3,519.00	(3,519.05)	
GENERAL FUND TOTALS			$1,343,873.00	$117,064.00	($1,323,913.00)	($90,066.00)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
130	Trns to Capital Improvement	130-000-3285-000			7,870.00	7,870.00
130	Transfer fm Public Safety Fund	130-000-3305-000			(7,870.00)	(7,870.00)
130	Fire Dept Facility Maintenance	130-130-5320-130		4,846.00	(4,846.00)	
FIRE FUND TOTALS			$0.00	$4,846.00	($4,846.00)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
180	Park Donations	180-750-4990-750	$4,500.00		4,500.00	
180	Park Salaries	180-750-5010-750		2,350.00	(2,350.00)	
180	Parks Social Security	180-750-5170-750		180.00	(180.00)	
180	Parks Retirement	180-750-5180-750		122.00	(122.00)	
180	Parks Workers Compensation	180-750-5210-750		103.00	(103.00)	
PARK FUND TOTALS			$4,500.00	$2,755.00	$1,745.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
195	Trns to Capital Improvement	195-000-3285-000			(8,500.00)	(8,500.00)
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AUDITORIUM FUND TOTALS			$0.00	$0.00	($8,500.00)	($8,500.00)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
300	Transfer fm Fire Department	300-000-3385-130			4,850.00	4,850.00
300	Transfer fm Airport	300-000-3385-160			45,290.00	45,290.00
300	Transfer fm Auditorium	300-000-3385-195			8,500.00	8,500.00
300	Transfer fm Cemetery	300-000-3385-204			49,277.00	49,277.00
300	Transfer fm Streets Dept	300-000-3385-800			491,696.67	491,696.67
300	Capital Impr/Purch Fire Dept	300-300-5790-130		4,850.00	(4,850.00)	
300	Capital Impr/Purch Airport	300-300-5790-160		45,290.00	(45,290.00)	
300	Capital Impr/Purch Auditorium	300-300-5790-195		8,500.00	(8,500.00)	
300	Capital Impr/Purch IOOF	300-300-5790-204		49,277.00	(49,277.00)	
300	Capital Impr/Purch Street Dept	300-300-5790-800		491,696.67	(491,696.67)	
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CAPITAL FUND TOTALS			$0.00	$599,613.67	$0.00	$599,613.67

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
310	Motel Promotions	310-310-5240-310		4,950.00	($4950.00)	
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HOTEL / MOTEL FUND TOTALS			$0.00	$4,950.00	($4,950.00)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
450	Golf Course Salaries	450-150-5010-430		3,442.00	(3,442.00)	
450	Availability Allowance	450-150-5070-430		360.00	(360.00)	
450	Golf Course Social Security	450-150-5170-430		264.00	(264.00)	
450	Golf Course Retirement	450-150-5180-430		179.00	(179.00)	
450	Golf Course Workers Comp	450-150-5210-430		151.00	(151.00)	
450	Golf Course Prof. Services	450-150-5260-430		533.00	(533.00)	
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GOLF COURSE FUND TOTALS			$0.00	$4,929.00	($4,929.00)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
500	Water Distribution Line Repair	500-530-5620-530		357.00	(357.00)	
500	Meter Program Meter Sets	500-530-5650-531		38,582.53	(38,582.53)	
500	Wastewater Prof Services	500-610-5260-610		20,000.00	(20,000.00)	
500	Filtration Capital-Other.	500-610-5790-520		32,118.07	(32,118.07)	
500	WW Capital Equipment	500-610-5790-610		43,227.18	(43,227.18)	

500	WW Line Capital Improvement	500-610-5810-619		452,768.00	(452,768.00)	
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WATER/WASTEWATER FUND TOTALS			$0.00	$587,052.78	($587,052.78)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
800	Trns to Capital Improvement	800-000-3285-000			(491,696.67)	(491,696.67)
800	Street Professional Services	800-800-5260-800		5,000.00	(5,000.00)	
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STREET DEPARTMENT FUND TOTALS			$0.00	$5,000.00	($496,696.67)	($491,696.67)

Section 2: All other ordinances and parts of ordinances in conflict herewith are repealed.

Section 3: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this **November 15, 2022.**

ATTEST: **CITY OF NEOSHO, CITY COUNCIL**

Clerk **Mayor**

APPROVED:

City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 1, 2022
ITEM: **Work authorization agreement with Allgeier Martin for a water rate study**

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:

1. **Work Authorization Allgeier Martin**
2. **Work Authorization Water**

PURPOSE:
To seek councils for approval of an agreement with Allgeier Martin to conduct a water rate study.

BACKGROUND:
This agreement will allow Allgeier Martin to conduct a study on water utility rates. This study will include calculations for operational costs, needed maintenance, replacement schedules for future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling for cost. The water study max amount is $30,000.

RECOMMENDATION:
The City Staff recommends council approve the agreement and authorize the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a water utility rate study for the not to exceed price of Thirty Thousand and 00/100 Dollars ($30,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a water utility rate study for the not to exceed price of Thirty Thousand and 00/100 Dollars ($30,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of ________________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

Attachment Number 2
Work Authorization Water and Sewer Rate Study
Workforce Projection

WATER UTILITY RATE STUDY 9/2/2022

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Compiling Financial Data Provide by the City			
Engineer V	2	$ 248.00	$ 496.00
Engineer III	8	$ 207.00	$ 1,656.00
Engineer II	16	$ 184.00	$ 2,944.00
Secretary/Assistant	4	$ 88.00	$ 352.00
Mileage (2 trips)	80	$ 0.62	$ 49.60
	Subtotal		**$ 5,497.60**
Compiling Water Supplied and Sold Data			
Engineer III	2	$ 207.00	$ 414.00
Engineer II	8	$ 184.00	$ 1,472.00
Secretary/Assistant	4	$ 88.00	$ 352.00
	Subtotal		**$ 2,238.00**
Operation, Maintenance, and Replacement Cost Estimates			
Engineer III	2	$ 207.00	$ 414.00
Engineer II	16	$ 184.00	$ 2,944.00
Secretary/Assistant	8	$ 88.00	$ 704.00
	Subtotal		**$ 4,062.00**
Future Project Needs			
Engineer III	8	$ 207.00	$ 1,656.00
Engineer II	16	$ 184.00	$ 2,944.00
Secretary/Assistant	4	$ 88.00	$ 352.00
	Subtotal		**$ 4,952.00**
Compute Water Rates and Complete Draft Report			
Engineer V	2	$ 248.00	$ 496.00
Engineer III	8	$ 207.00	$ 1,656.00
Engineer II	24	$ 184.00	$ 4,416.00
Secretary/Assistant	16	$ 88.00	$ 1,408.00
Printing			$ 250.00
Mileage (1 trips)	80	$ 0.62	$ 49.60
	Subtotal		**$ 8,275.60**
Final Water Rate Study			
Engineer V	2	$ 248.00	$ 496.00
Engineer III	4	$ 207.00	$ 828.00
Engineer II	8	$ 184.00	$ 1,472.00
Secretary/Assistant	16	$ 88.00	$ 1,408.00
Printing			$ 250.00
Mileage (1 trips)	80	$ 0.62	$ 49.60
	Subtotal		**$ 4,503.60**
Estimated Total-Water-Tasks			**$ 29,528.80**

August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Water Utility Rate Study for the City of Neosho. As presented in the WAA, we propose to offer engineering services for a lump sum fee of $30,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Avenue
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates the opportunity to provide Engineering Services on the above referenced project. In order to begin the water utility rate study, the following information will be required:

1. Water system budgets, expenditures, and revenue for the past three (3) fiscal years.
2. Water system budget for next fiscal year, if available.
3. Existing water rate structure and ordinance.
4. Outstanding water system debt and annual debt payments, if any.
5. Water system component/equipment repair and replacement schedule, if any.
6. Current water system account balance.
7. Volume of water supplied for the previous three (3) years.
8. Volume of water sold for the previous three (3) years.
9. Number of water system customers and usage category (residential, commercial, etc.) for the previous three (3) years.
10. Volume of water sold for each usage category for the previous three (3) years.
11. List of any known deficiencies or planned projects that need to be factored into the water rates.

Obtaining this information is vital to beginning work on the water utility rate study. Additional information may be requested once the study is underway. Thank you for your time and assistance in gathering this information and if you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Corporate Office
7231 East 24th Street Joplin, Missouri 64804

www.amce.com
417.680.7200

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: $ 30,000.00

By: Chris Erisman Date: August 26, 2022

Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated drinking water utility rate study for the City of Neosho. The study will utilize the Missouri Department of Natural Resources (MDNR) Drinking Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The water rate study will include water demand computations based upon water sales and supplied records. Where adequate records do not exist, the water demand will be estimated based upon generally accepted water demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute water rates according to anticipated water operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of $5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of $1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of $1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

Attachment Number 2
Work Authorization Water and Sewer Rate Study
Workforce Projection

SEWER UTILITY RATE STUDY 9/2/2022

ENGINEERING SERVICES

CLASSIFICATION	Hours		RATE		EXTENDED COST
Compiling Financial Data Provide by the City					
Engineer V (Oversite Included in Water Workforce Projec	0	$	248.00	$	-
Engineer III (Shared Oversite with Water Workforce Proje	4	$	207.00	$	828.00
Engineer II	16	$	184.00	$	2,944.00
Secretary/Assistant	4	$	88.00	$	352.00
Mileage (Included in Water Workforce Projection)	0	$	0.62	$	-
	Subtotal			**$**	**4,124.00**
Compiling Water Supplied and Sold Data (Included in Water Workforce Projection)					
Engineer III	0	$	207.00	$	-
Engineer II	0	$	184.00	$	-
Secretary/Assistant	0	$	88.00	$	-
	Subtotal			**$**	**-**
Compiling Wastewater Effluent Data (Effluent Flow, BOD, TSS, etc.)					
Engineer III	2	$	207.00	$	414.00
Engineer II	8	$	184.00	$	1,472.00
Secretary/Assistant	4	$	88.00	$	352.00
	Subtotal			**$**	**2,238.00**
Operation, Maintenance, and Replacement Cost Estimates					
Engineer III	2	$	207.00	$	414.00
Engineer II	16	$	184.00	$	2,944.00
Secretary/Assistant	8	$	88.00	$	704.00
	Subtotal			**$**	**4,062.00**
Future Project Needs					
Engineer III	8	$	207.00	$	1,656.00
Engineer II	16	$	184.00	$	2,944.00
Secretary/Assistant	4	$	88.00	$	352.00
	Subtotal			**$**	**4,952.00**
Compute Sewer Rates and Complete Draft Report					
Engineer V (Oversite Included in Water Workforce Projec	0	$	248.00	$	-
Engineer III (Shared Oversite with Water Workforce Proje	4	$	207.00	$	828.00
Engineer II (Shared Oversite with Water Workforce Proje	16	$	184.00	$	2,944.00
Secretary/Assistant	16	$	88.00	$	1,408.00
Printing (Included in Water Workforce Projection)					
Mileage (Included in Water Workforce Projection)	0	$	0.62	$	-
	Subtotal			**$**	**5,180.00**
Final Sewer Rate Study (Included in Water Workforce Projection)					
Engineer V	0	$	248.00	$	-
Engineer III	0	$	207.00	$	-
Engineer II	0	$	184.00	$	-
Secretary/Assistant	0	$	88.00	$	-
Printing					
Mileage	0	$	0.62	$	-
	Subtotal			**$**	**-**
Estimated Total-Wastewater-Tasks				**$**	**20,556.00**
Estimated Total-All-Tasks				**$**	**50,084.80**
Established Contract Ceiling				**$**	**50,000.00**

September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Wastewater Utility Rate Study for the City of Neosho simultaneously with the Drinking Water Rate Study. As presented in the WAA, we propose to offer engineering services for a lump sum fee of $20,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Avenue
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates the opportunity to provide Engineering Services on the above referenced project. In order to begin the wastewater utility rate study, the following information will be required:

1. Wastewater system expenditures and revenue for the past three (3) years.
2. Current wastewater system budget and wastewater system budget for the next fiscal year, if available.
3. Wastewater system component/equipment repair and replacement schedule, if any.
4. Outstanding wastewater system debt and annual debt payments, if any.
5. Current wastewater system account balance.
6. Current wastewater rate structure.
7. Number of wastewater customers and usage category (residential, commercial, etc.) for the previous three (3) years.
8. Wastewater treatment plant flow monitoring reports for the previous three (3) years.

Obtaining this information is vital to beginning work on the wastewater utility rate study. Additional information may be requested once the study is underway. Thank you for your time and assistance in gathering this information and if you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: $ 20,000.00

By: Chris Erisman Date: Sept. 2, 2022

Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WASTEWATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated wastewater utility rate study for the City of Neosho simultaneously with the preparation of a drinking water utility rate study. The study will utilize the Missouri Department of Natural Resources (MDNR) Clean Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The wastewater rate study will include water demand computations based upon water sales and supplied records, as well as wastewater effluent flow and loadings records. Where adequate records do not exist, the water demand and wastewater effluent flow and loadings will be estimated based upon generally accepted water and wastewater demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute wastewater rates according to anticipated wastewater operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of $5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of $1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of $1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

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OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

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GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

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ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

August 26, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Water Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Water Utility Rate Study for the City of Neosho. As presented in the WAA, we propose to offer engineering services for a lump sum fee of $30,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

Corporate Office
7231 East 24th Street Joplin, Missouri 64804

www.amce.com
417.680.7200

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: $ 30,000.00

By: Chris Erisman Date: August 26, 2022

Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: Prepare an updated drinking water utility rate study for the City of Neosho. The study will utilize the Missouri Department of Natural Resources (MDNR) Drinking Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The water rate study will include water demand computations based upon water sales and supplied records. Where adequate records do not exist, the water demand will be estimated based upon generally accepted water demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute water rates according to anticipated water operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

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AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of $5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of $1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of $1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 1, 2022

ITEM: Work authorization agreement with Allgeier Martin for a wastewater rate study

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. **Work Authorization Wastewater**

PURPOSE:

To seek councils for approval of an agreement with Allgeier Martin to conduct a wastewater rate study.

BACKGROUND:

This agreement will allow Allgeier Martin to conduct a study on wastewater utility rates. This study will include calculations for operational costs, needed maintenance, replacement schedules for future needs, and options for future rate increases. Each agreement has a dollar amount shown for the max ceiling for cost. The wastewater study max amount is $20,000.

RECOMMENDATION:

The City Staff recommends council approve the agreement and authorize the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater utility rate study for the not to exceed price of Twenty Thousand and 00/100 Dollars ($20,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater utility rate study for the not to exceed price of Twenty Thousand and 00/100 Dollars ($20,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of ________________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

September 2, 2022

Mr. Nate Siler, Public Works Director
City of Neosho
200 Nelson Ave.
Neosho, MO 64850

Re: Wastewater Utility Rate Study

Dear Nate:

Thank you for allowing Allgeier, Martin and Associates, Inc. the opportunity to present the enclosed Work Authorization Agreement (WAA) for the completion of a Wastewater Utility Rate Study for the City of Neosho simultaneously with the Drinking Water Rate Study. As presented in the WAA, we propose to offer engineering services for a lump sum fee of $20,000 for the described scope of services.

If the enclosed WAA is acceptable to the City, please fully execute both copies and retain one copy for your file and return the remaining copy to this office. If you have any questions, do not hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: $ 20,000.00

By: Chris Erisman Date: Sept. 2, 2022
Chris Erisman, P.E., First Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: NEOSHO WASTEWATER UTILITY RATE STUDY 2022

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: MR. NATE SILER, PUBLIC WORKS DIRECTOR

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

____
Date

____
Name and Title

____
Signature

SCOPE OF WORK: Prepare an updated wastewater utility rate study for the City of Neosho simultaneously with the preparation of a drinking water utility rate study. The study will utilize the Missouri Department of Natural Resources (MDNR) Clean Water State Revolving Fund Rate Calculation guidelines and methodologies. Allgeier, Martin will work with City staff to collect pertinent City data for use in preparing the study to the extent that it is available (see separate correspondence for the list of requested data). The wastewater rate study will include water demand computations based upon water sales and supplied records, as well as wastewater effluent flow and loadings records. Where adequate records do not exist, the water demand and wastewater effluent flow and loadings will be estimated based upon generally accepted water and wastewater demand computations. Operation and maintenance costs will be estimated based upon historical data supplemented by assumptions for future costs. We will review current funds set aside in replacement accounts against project replacement needs. Finally, the Engineer will compute wastewater rates according to anticipated wastewater operation, maintenance, and replacement costs. Upon Completion of a draft report, Allgeier, Martin will meet with City personnel to review the draft and discuss comments before completing the final report. We will provide up to ten copies of the final report to the City as well as an electronic pdf version.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of $5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of $1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of $1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 1, 2022
ITEM: Special Use Permit Amendment for government entities

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:
1. **Bill No. 2022-85 Amending Section 405.180 RE Special Use**

PURPOSE:
The purpose of this agenda item is to modify the ordinance 405.180 involving Special Use Permits to extend the period that a Special Use Permit may be issued to a political subdivision of the State of Missoiuri in increments of up to ten (10) years.

BACKGROUND:
Government entities are frequently involved in longer-term projects that may be discouraged by the short-term Special Use Permits. This allows the city council the discretion to set more generous time periods for projects that may be longer term.

RECOMMENDATION:
Staff recommends amending the current ordinance to allow for longer Special Use Permit increments for political subdivisions.

AN ORDINANCE amending Section 405.180 Special Use, by repealing Section 405.180, and enacting a new Section 405.180 in lieu thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That Section 405.180 Special Use is amended to read as follows:

"A. General.

1. Any use not permitted in the district in which it is located may be allowed in any district by special use permit of the City Council, after public hearing and after recommendation of the Planning and Zoning Commission, under such conditions as to the operation, site, development, parking, signs and time limit as may be deemed necessary in order that it will conform to the general intent and purpose of this Chapter. Such uses shall comply with the height and area regulations of the district in which they may be located, except for any specific allowances made in the ordinance granting such special use permit.

2. Special use permits shall not be a substitute for rezoning but shall be allowed only where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the provisions of this Chapter relating to the use, construction or alteration of buildings or structures or the use of land.

B. Initial Applications.

1. Applications for special use permits shall be considered at a public hearing before the Planning and Zoning Commission in the same manner as an application for rezoning of property. After such hearing the Planning and Zoning Commission shall make its findings of fact and recommendation to the City Council. The Planning and Zoning Commission may recommend such restrictions upon the operation, site, parking, signs and time limit of such permit as they find appropriate and necessary to ensure the guidelines set forth herein.

2. Special use permits may be permitted upon the showing of particular facts and circumstances which make the conditional use appropriate in the location in which the special use is proposed. Facts to be taken into account include the need for the special use, both in the neighborhood and in the community, and the effect on neighboring property values, on the use of neighboring property, on traffic patterns, and on the capacity of City facilities, such as water mains and sewer mains to serve the area.

3. However, in no case shall a special use permit be allowed to permit a non-conforming use which will materially interfere with the use of adjoining premises in conformity with the regulations applicable to the use district in which it is located.

C. Renewals Of Permits.

1. Special use may not be granted for more than three (3) consecutive years without a requirement that sixty (60) days prior to the expiration of such three (3) year period, the property owner shall successfully apply for a renewal of such permit for an additional three (3) year period. The initial grant of special use permit may limit the number of such renewals, but if no limit is set then the owner may apply for an additional three (3) year renewal without reference to the number previously granted such owner. Anything herein not withstanding, the initial grant of a special use permit may be limited to any period less than three (3) years. **<u>Notwithstanding the foregoing, government entities, including Newton County, Neosho School District, and other political subdivisions of the State of Missouri, may be granted special use in increments of up to ten (10) years, otherwise subject to the same terms and conditions of this Section.</u>**

2. Procedure to renew.

a. A property owner wishing to renew his/her special use permit shall make written application for same and pay a fee of fifty dollars ($50.00) to the City Collector. Immediately thereafter the City Building Inspector shall inspect the subject property determining if same is in compliance with the use granted. Within thirty (30) days of such application, the Building Inspector shall submit his/her findings to the Planning and Zoning Commission. Should the findings report the property as being in compliance with the use granted, Planning and Zoning Commission shall enter upon its records the successful application and the date of its expiration.

b. Should the findings of the Building Inspector be that the subject property is not in compliance with the use granted, the Planning and Zoning Commission shall set a hearing, no later than forty-five (45) days from the date of application, at which time the said Commission shall consider the findings of the Building Inspector and, giving adequate notice to the property owner, shall consider evidence offered in behalf of the property owner. After being fully apprised, planning and zoning shall make a finding of whether the subject property is in fact in compliance with the granted use. If it is found to be in compliance, the application shall be successful and so noted on the records with the date of its expiration. Should the use be found not in compliance then the application shall be denied. An unsuccessful applicant may apply for rezoning or special use permit in accord with the procedures as though an initial application.

3. Non-transferable. Special use permits shall be granted to a particular owner(s) and may not be assigned or transferred to any other owner but shall automatically expire upon the transfer of ownership of any fee in such property.

D. Miscellaneous. A special permit granted by the Planning and Zoning Commission under this Section shall be considered as an amendment to the Zoning Code as applicable to such property. In granting such permit the Planning and Zoning Commission may impose conditions which shall be complied with by the grantee before any final public utility connection may be made with such building or property, and such conditions shall not be construed as conditions precedent to the granting of the special permit or the change in zoning of said property, but shall be considered a precedent to such final public utility connections."

Note: language which is **<u>bold, underlined</u>** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: Anna Turney - Friends of the Park Presenting Donated Funds

ORIGINATING DEPARTMENT: Parks and Recreation Department
ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: Public Hearing for Bill No. 2022-90 Greens III Final Plat

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ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: **Bill No. 2022-90 Greens III Final Plat**

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:
1. **Bill No. 2022-90 Greens III Final Plat**
2. **JOP-100-6790 final plat**

PURPOSE:
The purpose of this item is to gain council approval of the Final Plat for The Greens III

BACKGROUND:
The Greens III preliminary plat has been reviewed by involved city departments and inspectors and accepted by the Planning and Zoning Committee. This Shubert Mitchell addition is located at the intersection of Eagle Drive and Waldo Hatler Memorial Drive at the entrance of The Greens II subdivision.

RECOMMENDATION:
It is the recommendation of staff that the council accept the Final Plat for the Greens III.

Bill No. 2022-90 **Ordinance No. 361-2022**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ACCEPTING AND APPROVING THE FINAL PLAT OF THE GREENS III SUBDIVISION, A SUBDIVISION OF THE CIT OF NEOSHO, NEWTON COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: It is hereby found and determined that a preliminary plat was filed with the Planning and Zoning Commission of the City of Neosho, Missouri; and the Planning and Zoning Commission accepted the preliminary plat.

Section 2: It is further found and determined that a final plat was filed with the Neosho City Council, the purpose of which was to act upon final plat as required by ordinance.

Section 3: That the final plat for The Greens III Subdivision, a subdivision of the City of Neosho, Newton County, Missouri is hereby accepted and approved, including the dedications of right-of-way for streets, water mains, sewer mains, and all other utilities.

Section 4: The city Clerk is hereby instructed to prepare two copies of this ordinance with one copy to be attached to the final plat for recording. The City Clerk shall certify all copies of the plat to be recorded that the plat is hereby accepted and approved by the City of Neosho.

Section 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage this ____ day of ________________ 2022.

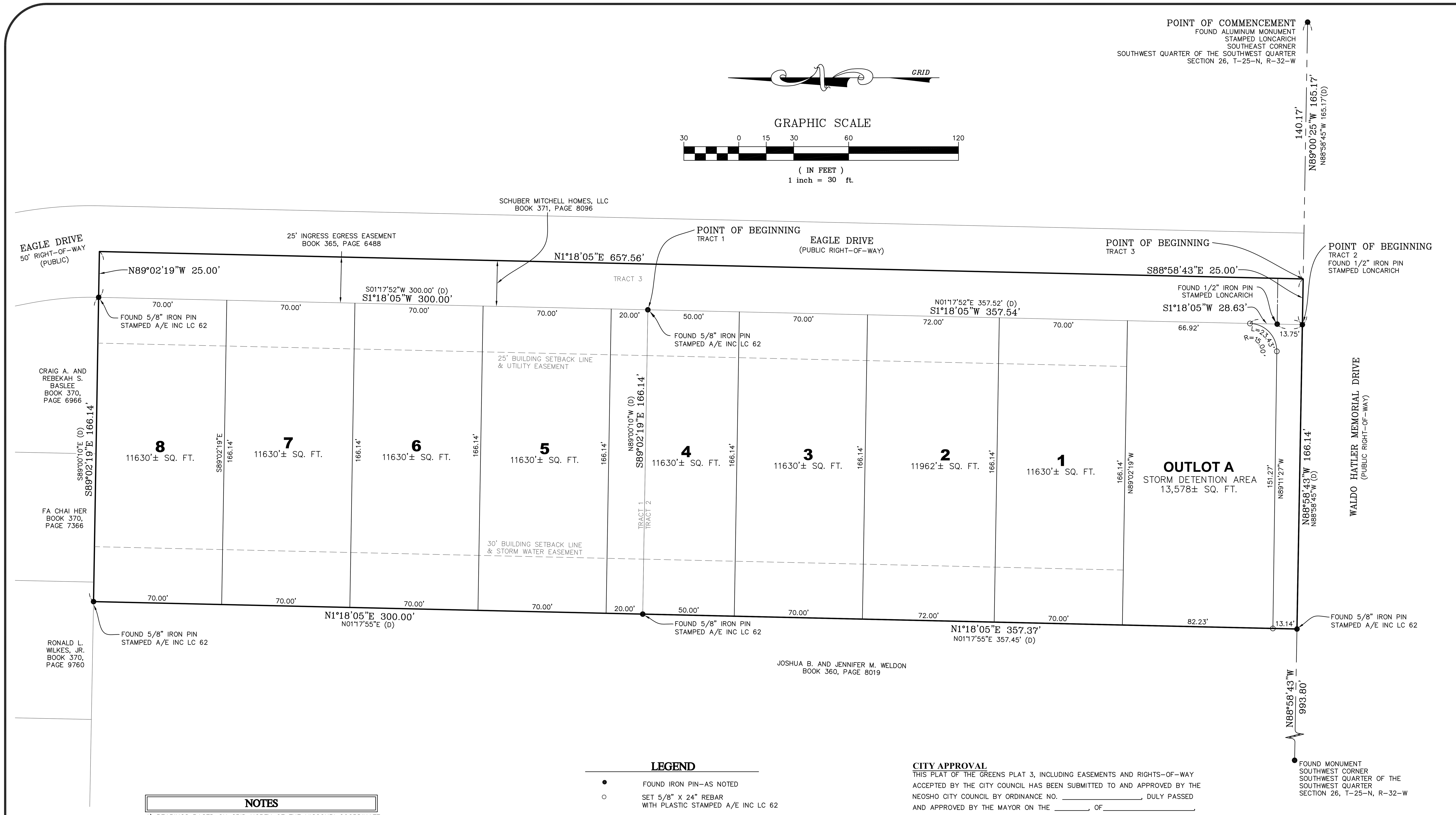
ATTEST: CITY OF NEOSHO, CITY COUNCIL

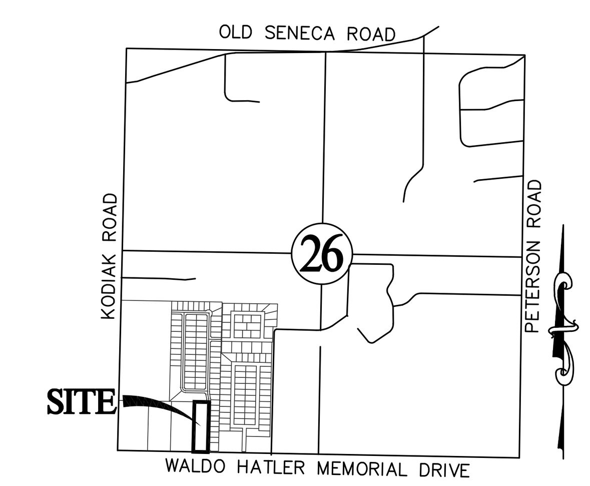
_____________________________ _____________________________
Clerk Mayor

APPROVED:

____
City Attorney

FINAL PLAT OF
THE GREENS PLAT 3
MASTER COMMUNITY
A SUBDIVISION IN NEOSHO, MISSOURI
SECTION 26, TOWNSHIP 25N, RANGE 32W
NEWTON COUNTY, MISSOURI





LOCATION SKETCH
SECTION 26
T 25 N, R 32 W
SCALE: 1"=2000'

LEGEND

●	FOUND IRON PIN–AS NOTED
○	SET 5/8" X 24" REBAR WITH PLASTIC STAMPED A/E INC LC 62
(D)	DEED DISTANCE/BEARING
———	PROPERTY LINE
– – – –	EASEMENT LINE

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

3) DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SUBDIVISION INFORMATION

SUBJECT PROPERTY IS ZONED R-1 (FIRST DWELLING HOUSE DISTRICT). ZONING INFORMATION CAN BE FOUND FROM THE https://neoshogis.integritygis.com ALONG WITH THE ZONING CODE LINK.

BUILDING SETBACKS:
FRONT: 25'

SIDE: THERE SHALL BE A SIDE YARD ON EACH SIDE OF A BUILDING NOT LESS THAN TEN PERCENT (10%) OF THE WIDTH OF THE LOT; EXCEPT THAT SUCH SIDE YARD SHALL NOT BE LESS THAN SEVEN (7) FEET, AND NEED NOT BE MORE THAN FIFTEEN (15) FEET. BUILDINGS ON CORNER LOTS SHALL PROVIDE A SIDE YARD ON THE STREET SIDE OF NOT LESS THAN FIFTEEN (15) FEET, PROVIDED, THIS REGULATION SHALL NOT BE SO INTERPRETED AS TO REDUCE THE BUILDABLE WIDTH OF A CORNER LOT IN SEPARATE OWNERSHIP AT THE TIME OF THE PASSAGE OF THIS CHAPTER TO LESS THAN THIRTY-FIVE (35) FEET.

REAR: THE DEPTH OF THE REAR YARD SHALL BE AT LEAST TWENTY PERCENT (20%) OF THE DEPTH OF THE LOT, BUT SUCH DEPTH NEED NOT BE MORE THAN THIRTY (30) FEET.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 290265 0282 E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 26, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBER MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF NEOSHO, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE NEOSHO BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: ______________________________ DATE: ______________

______________________,
MEMBER

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

BE IT REMEMBERED THAT ON THIS _____ DAY OF ________________, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME ____________________________, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

______________________________ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________________

CITY APPROVAL

THIS PLAT OF THE GREENS PLAT 3, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE NEOSHO CITY COUNCIL BY ORDINANCE NO. ________________, DULY PASSED AND APPROVED BY THE MAYOR ON THE ________, OF____________________, 20______, OF NEOSHO, MISSOURI.

(SEAL) ______________________
MAYOR

ATTEST:

______________________ ______________________
CITY CLERK CITY ENGINEER

ZONING & PLANNING COMMISSION APPROVAL

THIS PLAT OF THE GREENS PLAT 3 HAS BEEN SUBMITTED TO AND APPROVED BY THE NEOSHO PLANNING AND ZONING COMMISSION THIS ____________ DAY OF ______________________, 20_____.

____
CHAIRMAN

CERTIFICATE OF RECORDING

SUBDIVISION INFORMATION

TOTAL ACRES:	2.89± ACRES
TOTAL STREET DEDICATION	0.43± ACRES
TOTAL NO OF LOTS:	8
SMALLEST LOT:	11,630± (LOTS 1, 3-8)
LARGEST LOT:	11,962± (LOT 2)
CURRENT ZONING:	R-1
SUBMITTAL DATE:	________________
SOURCE OF WATER:	CITY OF NEOSHO
SOURCE OF SEWER:	CITY OF NEOSHO
SOURCE OF TITLE:	BK 370, PG 4825 BK 369, PG 9954 BK 371, PG 8096
ACCURACY STANDARD:	URBAN

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.

LAST REVISION DATE OCTOBER 20, 2022
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER
PLS-2019015191
PROFESSIONAL LAND SURVEYOR

R- Wall

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

10-20-22
DATE

DEED DESCRIPTION

TRACT 1:
A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 32 WEST, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 88°58'45" WEST 165.17 FEET, THENCE LEAVING SAID SOUTH LINE NORTH 01°17'52" EAST 357.52 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89°00'10" WEST 166.14 FEET TO A POINT ON THE EAST LINE OF THE WELDON TRACT AS DESCRIBED IN DEED BOOK 360 AT PAGE 8019, THENCE ALONG SAID EAST LINE, THENCE NORTH 01°17'55" EAST 300.00 FEET, THENCE LEAVING SAID EAST LINE SOUTH 89°00'10" EAST 166.14 FEET, THENCE SOUTH 01°17'52" WEST 300.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 370 AT PAGE 4825).

TRACT 2:
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER NORTH 88°58'45" WEST 165.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 88°58'45" WEST 166.14 FEET TO A POINT ON THE EAST LINE OF THE WELDON TRACT AS DESCRIBED IN DEED BOOK 360 AT PAGE 8019; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WELDON PARCEL NORTH 1°17'55" EAST 357.45 FEET; THENCE LEAVING THE EAST LINE OF THE WELDON PARCEL SOUTH 89°00'10" EAST 166.14 FEET; THENCE SOUTH 01°17'52" WEST 357.52 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 369 AT PAGE 9954).

TRACT 3:
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 6487 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89°00'25" WEST. 140.17 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°00'25" WEST, 25.00 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01°18'05" EAST, 657.54 FEET; THENCE SOUTH 89°02'19" EAST, 25.00 FEET TO A POINT ON THE WEST LINE OF A PREVIOUSLY DEDICATED ROADWAY RECORDED AT PLAT BOOK 20 AT PAGE 3; THENCE ALONG SAID WEST LINE SOUTH 01°18'05" WEST, 657.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.38 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 371 AT PAGE 8096).

SOURCE OF DEED

SCHUBER MITCHELL HOMES, LLC
BOOK 370, PAGE 4825
BOOK 369, PAGE 9954
BOOK 371, PAGE 8096

DEVELOPER AND OWNER

SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR

ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
RONALD W. WALLACE, P.L.S.
LOGAN ELLIS, P.E.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD:	DATE: 10-19-22	**JOP 100-6790**
DRAWN: SLM	FIELD BK:	
CHECKED: RWW	JOB NO: 22J010062	SHT. 1 OF 1 REV. ___

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Public Hearing for Bill No. 2022-91 Special Use Permit for 1720 S. High Street for Neosho School District-Daycare

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-91 Special Use Permit for 1720 S. High St. for Neosho School District-Daycare

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ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2022-91 Special Use Permit Neosho School District for 1720 S. High St**

PURPOSE:

The purpose of this item is to consider a Special Use Permit at 1720 S. High St. for a daycare operated by Neosho School District.

BACKGROUND:

1720 S. High is the location previously occupied by the High Street Christian Church and is currently zoned R-1 First Dwelling House District. The school district previously requested that the location be rezoned to R-3 but that was met with opposition from the area home owners, the Planning and Zoning Committee and City Council, mostly because of any future use should the school district sell the property. The Special Use Permit was offered as a more appropriate option.

The Planning and Zoning Committee took up the issue again on November 8th and heard from one member of the public who expressed concerns about the traffic on High Street.

The Planning and Zoning Committee voted 4-1 to recommend the issuance of an extended term Special Use Permit but recommends that traffic concerns be reviewed.

RECOMMENDATION:

Staff recommends the issuance of a ten year Special Use Permit to the Neosho School District for the purpose of operating a daycare at 1720 S. High St.

COUNCIL BILL NO. 2022-91 **ORDINANCE NO. 362-2022**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO NEOSHO SCHOOL DISTRICT TO OPERATE A CHILD DAYCARE AT 1720 S. HIGH STREET, NEOSHO, MISSOURI.

WHEREAS, THE NEOSHO SCHOOL DISTRICT DESIRES TO OPERATE A CHILD DAYCARE AT 1720 S. HIGH STREET, NEOSHO, MISSOURI; AND

WHEREAS, 1720 S. HIGH STREET, NEOSHO, MISSOURI, IS ZONED R-1, FIRST DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, NEOSHO SCHOOL DISTRICT HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON NOVEMBER 8, 2022 AT 6:00 PM. THERE WAS MINIMAL TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON NOVEMBER 15, 2022 AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI AS FOLLOWS:

SECTION 1: A Special Use Permit, authorizing the operation of a child daycare for the property located at 1720 S. High Street, Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

A. This Special Use Permit is issued to the Neosho School District to operate a child daycare at 1720 S. High Street, Neosho, Missouri. This Permit is not transferable.

B. This Permit shall be for a term of _______ years, renewable in November 20___.

C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.

D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.

E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

SECTION 2: The violation of any condition set forth in this Ordinance shall be interpreted as a violation of the Neosho City Code. Conviction in Municipal Court for violation of any condition as set forth in this Ordinance shall cause the immediate termination of this Special Use Permit.

SECTION 3: The City Clerk is hereby ordered to file this Ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

SECTION 4: This Ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-86 Contract Renewal with Blue Valley Public Safety

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. **Bill No. 2022-86 agreement w BVPS RE outdoor warning siren maintenance**
2. **Maintenance Agreement Neosho, MO 2022**

PURPOSE:

The renew the annual contract with Blue Valley Public Safety

BACKGROUND:

The city has an annual contract with Blue Valley Public Safety for the repair and maintenance of all of the storm sirens. Blue Valley Public Safety has been doing an excellent job of servicing and maintaining our storm sirens. They are quick to respond to our calls, and do quality work. This is a budgeted item and I am seeking the council's approval to renew the contract.

RECOMMENDATION:

Staff recomends the approval of the contract with Blue Valley Public Safety.

COUNCIL BILL NO. 2022-86 **ORDINANCE NO. 357-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Twelve Thousand Two Hundred Seventy-Six and 00/100 Dollars ($12,276.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Twelve Thousand Two Hundred Seventy-Six and 00/100 Dollars ($12,276.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of ________________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

BVPS Complete Solutions
Blue Valley Public Safety Inc.

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Fire Chief Aaron Houk
Customer: Neosho Emergency Management
Address: 125 North College
City: Neosho
State: MO
Zip 64850
Phone: 417-451-8021
Fax: *
Email: ahouk@neoshomo.org

Maintenance Agreement No.:
331220912
Please reference this
no. on your order
Date: 3/31/22
Maintenance Period
12-01-22 thru 11-30-23

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment **Standard Terms: 96 Hour Response Time / Business Days** **Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.**						
1	11	MC-2001DC	Maintenance Contract for model 2001 Siren head	$18.00	$198.00	$2,376.00
2	11	MC-DCFCTD	Maintenance Contract for Siren Two Way Control (incl DCFCTBDH)	$18.00	$198.00	$2,376.00
3	2	MC-MOD4016	Maintenance Contract for Modulator Siren	$23.00	$46.00	$552.00
4	2	MC-UVTDH	Contract for Controller and Amps	$38.00	$76.00	$912.00
5	52	MC-BATT	Contract per standard battery	$7.50	$390.00	$4,680.00
6	2	MC-SS2000	Contract for SS2000 Series Encoders	$20.00	$40.00	$480.00
7	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	$75.00	$75.00	$900.00

Total of Contract Monthly	**$1,023.00**
Total of Contract Annually	**$12,276.00**

Contract Notes:

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document,and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Norma Cates
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City,State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 1-800-288-5120
Fax: 816-847-7513
Approved By: Norma Cates
Title: President

Dee A. Wieduwilt
Office Manager

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Fire Chief Aaron Houk
Customer: Neosho Emergency Management
Address: 125 North College
City: Neosho
State: MO
Zip 64850
Phone: 417-451-8021
Cell: *
Fax: *
Email: ahouk@neoshomo.org

Maintenance Agreement No.:
331220912
Please reference this no. on your order
Date Quoted: 3/31/22

I herefore agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: ______________________________

Signature: *Date:*

____

Title:

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com

509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.

2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.

3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.

4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.

5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.

6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

______96______ Hours response time.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-87 Amending Section 605.040 Certain Insurance Policies

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. **Bill No. 2022-87 amending Section 605.040**

PURPOSE:

Update section 3.b of city code section 605.040 certain insurance policies, required before issuance of license for plumbers, electricians, contractors, and subcontractors.

BACKGROUND:

To update, our city code section 605.040 authorizes a performance bond in excess of $ 50,000.00 for city projects to require such a bond in the amount of the contracted price.

RECOMMENDATION:

Approve the ordinance as submitted and authorize the Mayor to sign.

COUNCIL BILL NO. 2022-87 **ORDINANCE NO. 358-2022**

AN ORDINANCE amending Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors by repealing Section 605.040 and enacting a new Section 605.040 in lieu thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars ($25,000.00) per incident.

2. Property damage, twenty-five thousand dollars ($25,000.00).

3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars ($10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, **the cost of which is estimated to exceed fifty thousand dollars ($50,000.00),** a performance bond running to the City, [~~ten thousand dollars ($10,000.00)~~] **equal to the contract amount**.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-88 Amendment to the Agreement Between Freeman Health System and City of Neosho

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. **Bill No. 2022-88 Occumed Freeman Health System RE Occupational Health Services - amendment**
2. **City of Neosho First Amendment for OccuMed eff 11-1-22**
3. **City of Neosho OccuMed Agreement eff 7-1-19**

PURPOSE:

The purpose of this agreement is for Council to approve the amended corporate occupational health service agreement between Freeman Health System and City of Neosho.

BACKGROUND:

As a result of higher operating costs driven by current market conditions, Freeman OccuMed services will see a 10% increase in price effective November 1, 2022, which will increase the current rates that City of Neosho pays. Due to this and Freeman Health System wanting to demonstrate appreciation for our long-term partnership, they are offering us an increase in our corporate occupational health services discount from 22% to 28% to help offset future costs.

RECOMMENDATION:

Staff requests council's approval to allow the Mayor to sign the amended corporate occupational health service agreement between Freeman Health System and the City of Neosho.

COUNCIL BILL NO. 2022-88 **ORDINANCE NO. 359-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Agreement with Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Amended Agreement by and between the City of Neosho, Missouri, and Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

FIRST AMENDMENT TO
CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
BETWEEN
FREEMAN HEALTH SYSTEM
AND
CITY OF NEOSHO
EFFECTIVE DATE: NOVEMBER 1, 2022

City of Neosho (Employer) and Freeman Health System (Freeman) hereby mutually agree to amend the July 1, 2019 Corporate Occupational Health Service Agreement between the parties effective November 1, 2022 as follows:

1. Increase the discount for occupational health services from 22% to 28%.

CITY OF NEOSHO	**FREEMAN HEALTH SYSTEM**
By:______________________________	By:________________________________
Name:____________________________	Name:______Wesley B. Braman_________
Title:_____________________________	Title: Vice President Business Development
Date:_____________________________	Date: _______________________________

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT A - PREFERRED PLAN
EFFECTIVE: NOVEMBER 1, 2022

The Employer agrees to primarily use Freeman Health System for the following services and no other fee schedules or discounts shall apply. Employer may have special cases that require non-Freeman providers. The Participating Provider shall bill all services at its Billed Charges rate and Employer agrees to pay such charges subject to the discount listed, and no other fee schedules, discounts, or reimbursement reductions shall apply.

OccuMed Client Services	**Discount From Billed Charges**
Including, but not limited to, Physicals and Drug Screens	28%

The following services or products are limited to those associated with treating a worker's compensation injury or illness:

Workers' Compensation	**Discounts From Billed Charges**
Work Injury Treatment at OccuMed	28%
Work Injury Therapy	22%
Freeman Hospital Emergency Room and Urgent Care	22%
Freeman Hospital (Joplin) – all other services	22%
Freeman Surgical Center	22%
Freeman Neosho Hospital – all services	22%

Health Essentials	
Services and Products	10%

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT B – PREFERRED PLAN PARTICIPATING PROVIDER LIST
EFFECTIVE: NOVEMBER 1, 2022

OccuMed Clinics
OccuMed – Carthage
OccuMed – Joplin
OccuMed –Neosho

Hospitals, Including Emergency Room Services
Freeman Hospital West
Freeman Neosho Hospital

Surgery Center
Freeman Surgical Center

Urgent Care Service
Freeman Urgent Care – Joplin
Freeman Urgent Care – Webb City

Durable Medical Equipment Providers
Health Essentials

Note: The Participating Provider List may be revised from time to time by Freeman in its sole discretion.

City of Neosho

&

Freeman Health System

Corporate Occupational Health Services Agreement 2019

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT

BY AND BETWEEN

City of Neosho, a business corporation organized under the laws of the State of Missouri (hereinafter called **"Employer"**).

AND

Freeman Health System, a nonprofit corporation organized under the laws of the State of Missouri, (hereinafter called **"Freeman"**).

WITNESSETH:

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Freeman shall provide Employees and/or prospective Employees of Employer with the services listed on Exhibit A, which is attached and incorporated by reference herein, on an "as needed" basis.

I. Definitions

The following definitions apply to this Agreement:

a) Physicals: pre-employment and/or post-employment physical examinations, provided by a physician and/or appropriate health care professional.

b) Drug Screen: pre-employment or Employer requested screening for those drugs agreed upon by Employer and Freeman.

c) Workers' Compensation Services: assessment and treatment of work related injury or illness by physicians or appropriate health care professional.

d) Work Injury Therapy: physical therapy by a qualified physical therapist or therapist assistant as ordered by an OccuMed physician, as part of an Employer approved treatment plan, for treatment of work related injury or illness.

e) Employee: a person employed or applying for employment by Employer.

f) Participating Provider: those hospitals, physicians, other health care providers and divisions of Freeman identified on Exhibit B who have agreed to provide services under this Agreement when authorized to do so by Employer.

g) Billed Charges: those charges made by the Participating Provider for the services rendered which have been determined to be fair and reasonable by the Participating Provider. Employer shall not be entitled to substitute other charges, fee schedules, "fairness charges", "usual and customary charges" or lesser charges for those set by the Participating Provider in accordance with Exhibit A.

II. Independent Contractors

In the performance of all obligations hereunder, Freeman and Employer shall be deemed to be independent contractors. Nothing in this Agreement shall cause a joint venture, partnership or other legal association to exist between the parties.

III. Responsibilities of Participating Providers

a) **Freeman Contracts with Participating Providers.** Freeman requires the following of all Participating Providers:

1. **Licensure, Certificates and Accreditation.** Participating Provider hospital(s) have and shall maintain in good standing, all Federal, State and local licenses and certificates as required by law. Participating Provider physicians have, and shall maintain in good standing, a license to practice medicine in any state where they practice, shall be board certified or board eligible, board trained or meet substitute requirements and shall maintain appropriate medical staff membership and clinical privileges at a Participating Provider hospital(s). Health care personnel providing services to Employees under the direction or guidance of a Participating Provider shall be duly licensed and certified in accordance with all Federal, State and local requirements.

2. **Admissions and Referrals.** Participating Provider physicians shall:

   (i) Admit or arrange for the admission of Employees only to Participating Provider hospitals; and

   (ii) Refer Employees to other Participating Providers, unless the Participating Provider physician determines otherwise based on medical necessity and such determination is agreed to by Employer or Employer's workers' compensation agent. If Participating Provider physician does not maintain admitting privileges at a Participating Provider hospital to which Employee is directed by Employer for services as defined on Exhibit A, Participating Provider physician will refer Employee to another Participating Provider physician who maintains such privileges.

b) **Employee Verification.** Participating Providers shall provide services to Employees who present themselves to the Participating Provider with a valid Employer authorization. Employee verification, as well as verification of work related injury or illness, may be obtained by written Employer authorization or by a telephone call to Employer. Employer has up to three (3) days to verify or authorize services.

IV. Billing and Payment

a) Participating Provider shall bill Employer for all services performed for Employees by Participating Provider in accordance with Participating Provider's billing policies. Billings and fees charged for Participating Provider's services shall comply with all applicable statutes, rules and regulations, including those pertaining to workers' compensation programs. Employer agrees to pay the Billed Charges subject to the percentage discount identified on Exhibit A. No discount(s) other than the discount(s) listed shall be available to or taken by Employer. The Participating Provider is authorized to provide all necessary medical treatment related to the verified work related injury or illness of all Employees referred to the Participating Provider by the Employer.

b) Employer shall pay or direct its workers' compensation agent to pay for all Billed Charges no later than sixty (60) days following receipt of each bill from Participating Provider or no discount shall apply. Should the Participating Provider find it necessary to resort to legal action to obtain payment from Employer, the Participating Provider shall be entitled to recover all cost of collection, including attorney fees.

V. Indemnification

Freeman shall indemnify and hold Employer harmless from any loss it might suffer or any liability it might have to any person(s) as a result of any negligent acts or omissions of Freeman or its employees to the extent permissible by law. Employer in turn shall indemnify and hold Freeman harmless from any loss it might suffer or any liability it might have to any person(s) as a result of any negligent acts or omissions of Employer, or its employees.

VI. Assignment

It is expressly understood by both parties that this Agreement may not be assigned by either party without the written consent of the other party, provided that Freeman may assign its obligations to subsidiary upon notice to Employer.

VII. Binding Effect

This Agreement shall be binding upon the successors, agents and permitted assigns of the parties hereto. All Participating Providers performing services for Employer under this Agreement shall be bound by the payment terms and conditions of this Agreement without further discounts or assignments.

VIII. Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by the parties.

IX. Term and Termination

a) This Agreement shall commence on July 1, 2019 ("the Effective Date") and shall be in force for a period of one (1) year from the Effective Date. This Agreement shall automatically renew for additional one (1) year terms, unless either party gives the other party written notice of its intention not to renew this Agreement no later than sixty (60) days prior to the expiration of the then current term.

b) Freeman and the Employer shall each have the right to terminate this Agreement by giving written notice to the other party of breach of any term(s) of this Agreement (effective on the date stated in the notice, which must be at least thirty (30) days after its receipt by the party in breach), provided, however, the breaching party shall have the right to cure the breach(es) prior to the termination date stated in said notice and if such breach is cured, then this Agreement shall remain in full force and effect. Unless otherwise prohibited by law, nonpayment of any uncontested invoices by Employer thirty (30) days after receipt of invoices shall constitute sufficient grounds for termination by Freeman.

c) This Agreement shall also be terminated automatically in the event of bankruptcy or cessation of business by either party.

X. Notice

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid and return receipt requested, to Employer or Freeman at the address set forth below. The notice shall be deemed given two (2) days after mailing.

To Freeman:
Freeman Health System
Attn: Wesley B. Braman
Vice President Business Development
1102 W. 32nd Street
Joplin, MO 64804

To Employer:
City of Neosho
Attn: Jan Beckwith
HR Director
203 E. Main St.
Neosho, MO 64850

XI. Miscellaneous

a) This Agreement and Exhibits constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

b) No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

c) Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

d) This Agreement shall be construed and enforced under and in accordance with the laws of the State of Missouri.

e) Should any Billed Charges be disputed, Freeman reserves the right to seek payment of such Billed Charges as allowed by the workers' compensation law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

EXHIBITS:
Exhibit A – Service Selection
Exhibit B – Participating Provider List

CITY OF NEOSHO
"Employer"

BY: ______________________
(Signature of Authorized Officer or Agent)

DATE: October 1, 2019

FREEMAN HEALTH SYSTEM
"Freeman"

BY: WBBraman
Wesley B. Braman
Vice President Business Development

DATE: 9/23/19

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT A - PREFERRED PLAN
EFFECTIVE: JULY 1, 2019

The Employer agrees to primarily use Freeman Health System for the following services and no other fee schedules or discounts shall apply. Employer may have special cases that require non-Freeman providers. The Participating Provider shall bill all services at its Billed Charges rate and Employer agrees to pay such charges subject to the discount listed, and no other fee schedules, discounts, or reimbursement reductions shall apply.

OccuMed Client Services	**Discount From Billed Charges**
Including, but not limited to, Physicals and Drug Screens	22%

The following services or products are limited to those associated with treating a worker's compensation injury or illness:

Workers' Compensation	**Discounts From Billed Charges**
Work Injury Treatment at OccuMed	22%
Work Injury Therapy	22%
Freeman Hospital Emergency Room and Urgent Care	22%
Freeman Hospital (Joplin) – all other services	22%
Freeman Surgical Center	22%
Freeman Neosho Hospital – all services	22%
Gateway/ECI Emergency Room Physicians	45%

Health Essentials	
Services and Products	10%

CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT B – PREFERRED PLAN PARTICIPATING PROVIDER LIST
EFFECTIVE: JULY 1, 2019

OccuMed Clinics
OccuMed – Carthage
OccuMed – Joplin
OccuMed –Neosho

Hospitals, Including Emergency Room Services
Freeman Hospital West
Freeman Neosho Hospital

Surgery Center
Freeman Surgical Center

Urgent Care Service
Freeman Urgent Care – Joplin
Freeman Urgent Care – Webb City

Durable Medical Equipment Providers
Health Essentials

Note: The Participating Provider List may be revised from time to time by Freeman in its sole discretion.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. **Bill No. 2022-89 City of Neosho Wastewater Treatment Evaluation**
2. **WAA Wastewater Treatment Plant Eval 110922 - City edits 11-9-22**

PURPOSE:

To enter into an agreement with Allgeier, Martin and Associates for services related to the evaluation of our wastewater treatment system.

BACKGROUND:

SCOPE OF WORK:

The scope of work for this agreement shall include the evaluation of the existing water treatment plant. Specifically, the evaluation will include:

- A review of wastewater influent and effluent data to estimate current demand and project a fut ure, 20-year demand

based on population and community growth projections.

- A review of available plans, specifications and operation and maintenance manuals availabl e for the existing equipment.
- A visual review of the existing treatment plant site as a whole; each unit process; and condition of piping, pumps equipment and appurtenances.
- An evaluation of the hydraulic and organic loading to the plant and projected loadings.
- A review of the lift stations sites, perform draw down test and evaluated the ability to meet future flows.
- A analysis of options to correct any deficiencies found.
- An Opinions of Probable Costs for each of the evaluated alternatives.

RECOMMENDATION:

To approve the agreement as presented and authorize the Mayor to execute.

COUNCIL BILL NO. 2022-89 **ORDINANCE NO. 360-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater treatment evaluation for the not to exceed price of Sixty Thousand and 00/100 Dollars ($60,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to a wastewater treatment evaluation for the not to exceed price of Sixty Thousand and 00/100 Dollars ($60,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of ________________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the lump sum fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Lump Sum Fee: $ 60,000.00

By: J. Eric DeGruson   Date: November 9, 2022

J. Eric DeGruson, P.E. Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: CITY OF NEOSHO WASTEWATER TREATMENT EVALUATION

PROJECT LOCATION: CITY OF NEOSHO, MISSOURI

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: CITY OF NEOSHO

ATTN: DAVID KENNEDY

STREET ADDRESS: 203 E. MAIN ST.

CITY: NEOSHO STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

The scope of work for this agreement shall include the evaluation of the existing water treatment plant.

Specifically, the evaluation will include:
- A review of wastewater influent and effluent data to estimate current demand and project a future, 20-year demand based on population and community growth projections.
- A review of available plans, specification and operation and maintenance manuals available for the existing equipment.
- A visual review of the existing treatment plant site as a whole; each unit process; and condition of piping, pumps equipment and appurtenances.

- An evaluation of the hydraulic and organic loading to the plant and projected loadings.
- A review of the lift stations sites, perform draw down test and evaluated ability to meet future flows.
- A analysis of options to correct any deficiencies found.
- An Opinions of Probable Costs for each of the evaluated alternatives.

Upon completion of the study, two meetings, one with key staff to discuss results and one to present the findings to the council are included.

If the Council decides to act on any of the alternatives, the report will be provided to MDNR and selected funding agencies for review and approval. Coordination beyond approval of the report will be considered an additional service.

The evaluation will **not** include the preparation of sealed drawings for the construction of the selected improvements; the preparation of construction drawings for the selected alternative would be considered an additional service. The scope of services does **not** include any field survey of the site or any field work of any nature beyond observation during site visit(s). Any coordination with the regulatory authority (MDNR) for the construction of the selected improvements is **not** included in the scope of work. This work is for the lift station and wastewater treatment plant sites only, it does not extended into evaluation of the collection system.

Any services requested not specifically described above shall be considered additional services and shall be performed and billed at our hourly rate, as shown on the attached rate schedule upon prior approval by the Client to perform such services.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of $5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of $1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of $1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer’s fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days’ written notice. Client may also terminate this Agreement for its convenience upon seven (7) days’ written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles. Venue shall exclusively lie in the Circuit Court of Newton County, Missouri.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-92 Agreement with Satterlee Heating and Air-City Hall HVAC Replacement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. **Bill No. 2022-92 Satterlee RE City Hall HVAC**
2. **CON K w Satterlee RE City Hall HVAC**
3. **Satterlee Heating and Air for City Hall Bids**

PURPOSE:

To accept the contract with Saterlee Plumbing & HVAC for services related to city hall HVAC replacement.

BACKGROUND:

This City of Neosho went out for bids regarding replacement of two HVAC units. Saterlee Plumbing & HVAC was awarded the bid and is attached the contract for those services.

RECOMMENDATION:

Approve the contract as submitted and authorize the Mayor to execute it.

COUNCIL BILL NO. 2022-92 **ORDINANCE NO. 363-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at Neosho City Hall for the not to exceed price of Contractor Thirty Four Thousand Six Hundred Fifty ($34,650.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at Neosho City Hall for the not to exceed price of Contractor Thirty Four Thousand Six Hundred Fifty ($34,650.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _______________, 2022, hereinafter referred to as "the Effective Date," by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, hereinafter referred to as "Contractor," and with City and Contractor hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of constructing improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within two hundred seventy (270) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at Neosho City Hall, 203 E. Main St., Neosho, MO 64850. Specifically, Contractor agrees to remove and replace the heating, ventilation, and air conditioning (HVAC) system.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Thirty Four Thousand Six Hundred Fifty ($34,650.00) – the full amount of this contract – as follows. After delivery,

Contractor shall be paid a lump sum no later than the following third Tuesday of the month.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only.

The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement."

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho	Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC
ATTN: David Kennedy	ATTN: Troy Lowery
203 E. Main St.	3423 N. Main St.
Neosho, MO 64850	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Contractor shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

27. Records and Audits. The Contractor shall maintain accounts and records, including

personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI	SATTERLEE PLUMBING, HVAC & MECHANICAL CONTRACTING CO., LLC
____________________________	____________________________
Tyler DeWitt, Mayor	By: Its: authorized signatory

ATTEST:

____

Cheyenne Wright, City Clerk

BID FORM

Description: (To be completed by bidding party)

#1. REPLACE TRANE 7.5 TON AND 10 TON WITH DIRECT FIT REPLACEMENTS ETA: 5/1/23

#2 REPLACE TRANE 7.5 TON AND 10 TON RTU'S WITH TRANE UNITS AND CUSTOM CURB ADAPTOR TO ROOF CURB. ETA: 12/1/22

#3 REPLACE TRANE 7.5 TON AND 10 TON RTU'S WITH RUUD UNITS AND CUSTOM CURB ADAPTORS TO ROOF CURB. ETA: 1 WEEK

Price(s) for unit(s) meeting enclosed specifications:

BID #1: $34,650.00

BID #2: $33,900.00

BID #3: $32,250.00

F.O.B. Neosho, MO

Projected Shipping Date: __________

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SATTERLEE PLUMBING, HEATING

BY: [signature] TROY LOWERY

City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

October 10, 2022

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on services or equipment for the City of Neosho. The invitation to bid is self-explanatory.

The bid packet is for the purchase and installation of:

INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS. (Replacing Trane Model #YSC120A3RHA1R000000000300 – Serial number 451100693L)

INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AN HAIL GUARDS (Replacing Trane Model YSC090A3RHA1M000000000300 – Serial number 428100041L0

The City of Neosho retains the right to refuse any or bids for this work.

Anyone working within the City of Neosho, should be licensed with the City of Neosho.

If you have any questions, feel free to contact our office.

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday , October 26, 2022, 10:00 am** at the Receptionist Desk of City Hall, 203 East Main Street, Neosho, MO 64850. The bid will be for the following item(s):

INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB ADD ECONOMIZER AND HAIL GUARDS (Replacing Model #YSC120A3RHA1R000000000300)

INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB ADD ECONOMIZER AND HAIL GUARDS (Replacing Model # YSC090A3RHA1M000000000300)

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms.

Specifications and bid forms are available at the office of the Development Services Director.

Please label the envelope: City Hall Gas Package Bid Opening October 26, 2022 @10:00 a.m.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

☐ Section 605.040 **Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.**

[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars ($25,000.00) per incident.
2. Property damage, twenty-five thousand dollars ($25,000.00).
3. *Bonding requirements.*
   a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars ($10,000.00).
   b. Unless otherwise provided, if a contractor performs work for the City of Neosho, a performance bond running to the City, ten thousand dollars ($10,000.00).

Questions concerning the specifications and bid procedure should be directed to David Kennedy, City Manager, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

Missouri Prevailing Wage Rate Applies	Yes ☐	No ☐
A copy of the Missouri Prevailing Wage Rate is attached	Yes ☐	No ☐
Performance Bond Required	Yes ☐	No ☐
*City of Neosho Business License required	Yes ☐	
*W-9 Required	Yes ☐	
* Proof of Workers Compensation Coverage Provided w/ Bid	Yes ☐	

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

Bid Specifications:

The bid packet is for the purchase of:

INSTALL A NEW TRANE 10 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS (Replacing Model # YSC120A3RHA1R000000000300)

INSTALL A NEW TRANE 7.5 TON GAS PACKAGE UNIT (RTU) TO EXISTING CURB. ADD ECONOMIZER AND HAIL GUARDS. (Replacing Model # YSC090A3RHA1M000000000300)

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Bill No. 2022-93 Agreement with Satterlee Heating and Air-Senior Center HVAC Replacement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. **Bill No. 2022-93 Satterlee RE Senior Senter HVAC**
2. **CON K w Satterlee RE Senior Center HVAC**
3. **Satterlee Heating and Air for Senior Center Bids**

PURPOSE:

The City of Neosho solicited bids for the replacement of the HVAC system at the Neosho Senior Center. Saterlee Plumbing & HVAC was awarded the bid and attached is the contract for those services.

BACKGROUND:

This City of Neosho went out for bids regarding replacement of the HVAC system at the Senior Center. Saterlee Plumbing & HVAC was awarded the bid and is attached the contract for those services.

RECOMMENDATION:

Accept the contract as submitted and authorize the Mayor to execute it.

COUNCIL BILL NO. 2022-93 **ORDINANCE NO. 364-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at the Neosho Senior Center for the not to exceed price of Seventy Four Thousand Eight Hundred Ninety Five Dollars ($74,895.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, for the purpose of removing and replacing the HVAC system at the Neosho Senior Center for the not to exceed price of Seventy Four Thousand Eight Hundred Ninety Five Dollars ($74,895.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _______________, 2022, hereinafter referred to as "the Effective Date," by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC, a Missouri Limited Liability Company, hereinafter referred to as "Contractor," and with City and Contractor hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing and replacing the heating, ventilation, and air conditioning (HVAC) system, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. <u>Manner and Time for Completion.</u> Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within one hundred eighty (180) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. <u>Scope of Work.</u> Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850. Specifically, Contractor agrees to remove and replace the heating, ventilation, and air conditioning (HVAC) system.

3. <u>Payment.</u> City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Seventy Four

Thousand Eight Hundred Ninety Five Dollars ($74,895.00) – the full amount of this contract – as follows. After delivery, Contractor shall be paid a lump sum no later than the following third Tuesday of the month.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor

agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement."

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho	Satterlee Plumbing, HVAC & Mechanical Contracting Co., LLC
ATTN: David Kennedy	ATTN: Troy Lowery
203 E. Main St.	3423 N. Main St.
Neosho, MO 64850	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Seventy Four Thousand Eight Hundred Ninety Five Dollars ($74,895.00) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be

satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Contractor shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in

Subsection 292.675.4 RSMo. and such penalties shall be forfeited to City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525

through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

____
Tyler DeWitt, Mayor

SATTERLEE PLUMBING, HVAC & MECHANICAL CONTRACTING CO., LLC

____
By:
Its: authorized signatory

ATTEST:

____
Cheyenne Wright, City Clerk

BID FORM

Description: (To be completed by bidding party)

REPLACEMENT OF 7 HVAC SPLIT SYSTEMS PER BID SPECIFICATIONS. EQUIPMEN TO BE EXACT MATCH OF EQUIPMENT SCHEDULE AND SCOPE INCLUDING AIR BALANCE TEST BY CONTRACTOR.

Price(s) for unit(s) meeting enclosed specifications:

$74,895.00

F.O.B. Neosho, MO
Projected Shipping Date: 12/1/2022

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SATTERLEE PLUMBING, HEATING

BY: TROY LOWERY

City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

September 22, 2022

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on services or equipment for the City of Neosho. The invitation to bid is self-explanatory.

The bid packet is for the purchase and installation of:

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

Equipment Scope:

Qty 3: 7.5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
Qty 3: 5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
Qty 1: 2.5 ton single phase heat pump condenser, air handler with auxiliary heat strips, bi-polar ionization air cleaner.

Equipment Schedule:

Tag	Qty	Model	Description
7.5 Ton Split	3	21C69	ELP090S4ST1Y HP/7.5TON/230-3
	3	21B33	ELA090S4D-1Y AHU/7.5T/230-3/STD
5 Ton Split	3	18H86	ML14XP1-060-233 HeatPump/5Ton/230-3
	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

The City of Neosho retains the right to refuse any or bids for this work.
Anyone working within the City of Neosho, should be licensed with the City of Neosho.
If you have any questions, feel free to contact our office.

Thank you,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, October 26, 2022, 10:00 am** at the Receptionist Desk of City Hall, 203 East Main Street, Neosho, MO 64850. The bid will be for the following item(s):

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

Equipment Scope:

Qty 3: 7.5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
Qty 3: 5 ton three phase heat pump condensers, air handlers with auxiliary heat strips, bi-polar ionization air cleaners.
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Equipment Schedule:

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	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turn around time in getting started on this project.

Specifications and bid forms are available at the office of the Development Services Director.

Please label the envelope: Senior Center HVAC Bid opening Wednesday, October 26, 2022 @10:00 a.m.

Bid Specifications:

The bid packet is for the purchase of:

RE: Neosho Senior Center HVAC

Existing heat pump condensers and air handlers to be removed and disposed of per EPA regulations. Refrigerant will be properly recovered and processed per EPA regulations. New condensers to be installed in existing locations, copper line sets are to be pressure tested prior to new systems being installed then flushed with RX11. Suction lines to include new Armaflex insulation. All electrical connections to be replaced from disconnect to new condensers. Air handlers to be installed in existing positions retrofitting to existing duct. Safety drain pans will be installed for each air handler and condensate safety switches to be installed in line and in safety pan. New programmable thermostats to be installed for each system. Upon completion of installation contractor will perform air balance test and submit report with all finding. Balancing of system to be performed at time of testing.

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	3	16G69	CBA25UH-060-230 Fan Coil/5.0Ton/230-1
2.5 Ton Split	1	16H24	ML14XP1-030-230 HEATPUMP/2.5TON/230
	1	16G66	CBA25UH-036-230 Fan Coil/3.0Ton/230-1

Note:
This bid should include the start date for this project.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: Bill No. 2022-94 Phase II Bike Trail Contract with American Ramp Company

ORIGINATING DEPARTMENT: Parks and Recreation Department
ATTACHMENT:
1. **Bill No. 2022-94 Agreement w American Ramp Company RE High Ground Bike Preserve**
2. **Sourcewell Design-Build Contract - Neosho MO**

PURPOSE:
To seek council approval to accept the contract for phase II of the mountain bike trails in Morse Park with American Ramp Company.

BACKGROUND:
In 2020, the City of Neosho began designing and building recreational bicycle trails within Morse Park. In 2020, phase I of this project was completed. However, our goal was to provide 10 miles of recreational trails. Since that time, we have submitted for additional funding to help offset the cost of the remaining trails needed for our goal. With the grant award, phase two will provide an additional 1.75 miles of bike trails reaching our original goal of 10 miles of recreational trails.

RECOMMENDATION:
The recommendation is to accept the contract with American Ramp Company and authorize the Mayor to execute it.

COUNCIL BILL NO. 2022-94 **ORDINANCE NO. 365-2022**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with American Ramp Company, a Missouri Corporation, for the purpose of constructing a bike park at Morse Park for the not to exceed price of One Hundred Fifty-Nine Thousand and 00/100 Dollars ($159,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and American Ramp Company, a Missouri Corporation, for the purpose of constructing a bike park at Morse Park for the not to exceed price of One Hundred Fifty-Nine Thousand and 00/100 Dollars ($159,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of ________________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

SOURCEWELL BUILD AGREEMENT

THIS AGREEMENT is made this ___ day of ____________ , 2022, by and between the City of Neosho (hereinafter called "**OWNER**"), whose principal office is located at 203 E Main St, Neosho, MO 64850, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: High Grounds Bike Preserve _______________
LOCATION: E Coler St, Neosho, MO 64850___________
PROJECT NUMBER: ____________________________

W I T N E S S E T H:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1
DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 CONSTRUCTION: Bike Park as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the bike park as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work
    - All materials that will be used to build the bike park are American made products.

ARTICLE 2
CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **One Hundred and Fifty-Nine Thousand Dollars ($159,000.00)** plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed. This contract is contingent on the grant funding being awarded at a later date.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

25% At Signing of Contract
25% Upon Mobilization
25% Upon Construction Kickoff
25% Upon Completion of Construction and Sign Off

All progress billings are due in full within 15 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.5 All pricing of the bike park elements are to be in line with ARC's Sourcewell contract #112420-ARC.

2.6 Grant Funding Contingency. This Contact is contingent upon grant funding being available for the Contract and CONTRACTOR shall have no right of action against OWNER in the event that OWNER is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of grant funding to OWNER. For the sake of clarity, and except as otherwise provided by this Contract, if this Contract is not grant funded, then both parties are relieved of all of their obligations under this Contract.

ARTICLE 3
INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less that $1,000,000 per accident for injury and $1,000,000 per employee for disease with a $1,000,000 disease policy limit.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4
CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the bike park be ridden until final completion of the project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because bike park features were used before the project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

ARTICLE 5
MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Missouri law and shall be determined exclusively in the Courts of Newton County, Missouri without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

5.5 Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of ______________________________________Dollars ($________) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5.6 Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of ____ Dollars ($_________) – full amount of contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5.7 It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

5.8 Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

5.9 That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

OWNER:	**CONTRACTOR:**
Firm: ____	Firm: American Ramp Company
Authorized Signature: ____________________________	Authorized Signature: ____________________________
Name Print: ___________________________________	Name Print: ___________________________________
Date Executed: _________________________________	Date Executed: _________________________________

**** **NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,**

ATTACHED TO THIS AGREEMENT. ****

SCOPE OF WORK

TASK 1.0- CONSTRUCTION PHASE

1.1 INCLUDES*:

- Fabrication and installation of all bike park elements
- All labor, supplies, tools, materials, and equipment required per scope of work
- All materials used in the fabrication of the bike park will be American made products.
- Earthmoving techniques

1.2 EXCLUDES*:

- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Any landscaping
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

Task 1.0 Deliverables:

- Fully constructed bike park.

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: **Resolution Bill No. 2022-16 LWCF Grant Scenic Park**

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:
1. **Res. Bill No. 2022-16 Land-Water Conservation Fund Program.Scenic Park**

PURPOSE:
Resolution to authorize the City Manager to sign documents for LWCF Scenic Park, including playground equipment grant and park upgrades..

BACKGROUND:
The council has approved applying for the Land and Water Conservation Fund for Scenic Park to add ADA sidewalks, upgrade restrooms and place all inclusive ADA playground equipment in the park.

RECOMMENDATION:
Staff recommends council authorize the mayor to sign this resolution.

Resolution No. 2022-16 **Resolution Bill No. 236-2022**

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE LAND AND WASTER CONSERVATIONFUND PROGRAM AND AUTHORIZING DAVID KENNEDY TO SIGN ALL GRANT APPLICATION DOCUMENTS IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, the *City of Neosho* is applying for federal assistance from the Land & Water Conservation Fund program for the purpose of constructing Scenic Park Inclusive Playground Equipment

NOW, THEREFORE, BE IT RESOLVED BY THE *Neosho City Council*, that

1. *David Kennedy, City Manager* of *the City of Neosho* is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.

2. The *City of Neosho* currently has the written commitment for 50.14% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

3. In the event a grant is awarded, the *City of Neosho* will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity.

4. In the event a grant is awarded, the *City of Neosho* is prepared to complete the project within the time period identified on the signed project agreement.

5. In the event a grant is awarded, the *City of Neosho* will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders, all federal and state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

PASSED AND RESOLVED BY THE *City Council of the City of Neosho*

The undersigned hereby certifies that he/she is the duly authorized Clerk and custodian of the books and records and seal of the City of Neosho , duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a meeting of the City Council, that said meeting was held in accordance with state and local laws on November 15, 2022 and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF I have executed my name as Clerk and have affixed the seal of City of Neosho, this 15th day of November 2022.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of November 2022, by a vote of __________.

(signatures on next page)

ATTEST **CITY OF NEOSHO, CITY COUNCIL**

City Clerk **Mayor**

APPROVED

City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022

ITEM: Resolution Bill No. 2022-17 Donation of Animal Abuse Reward Funds

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. **Res. Bill No. 2022-17 authorizing donation of reward funds to Faithful Friends**

PURPOSE:

Resolution for the city to donate surplus animal abuse reward funds to a local animal shelter.

BACKGROUND:

In 2019, an animal abuse case was investigated that drew national attention. Reward funds for the arrest of a suspect were donated to the city by individuals all over the nation. It was made clear to the donors that if no suspect was arrested/convicted, the funds would be donated to a local animal shelter. In 2022 the statute of limitations on the case has passed with no suspect arrest. The total funds collected were $19,832.

RECOMMENDATION:

Staff recommends the funds be donated to a Neosho Area animal shelter/rescue, City Attorney Paul has drafted a resolution. It is recommended the mayor be approved to sign the resolution.

A RESOLUTION authorizing the City of Neosho, Missouri, to donate reward funds in the amount of Nineteen Thousand Eight Hundred Thirty-Two and 00/100 Dollars ($19,832.00) to Faithful Friends Animal Advocates, Inc., a Missouri Nonprofit Corporation.

WHEREAS, the City received Nineteen Thousand Eight Hundred Thirty-Two and 00/100 Dollars ($19,832.00) in donations from the public in connection with the criminal investigation of a heinous incident of animal abuse in the community; and

WHEREAS, the City represented that, if the criminal was not identified, donations would be forwarded to a local animal shelter; and

WHEREAS, the criminal has not been identified and the statute of limitations has run; and

WHEREAS, Faithful Friends Animal Advocates, Inc., a Missouri Nonprofit Corporation, is a local animal shelter and the only animal shelter located in the Neosho area.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute the donation of reward funds in the amount of Nineteen Thousand Eight Hundred Thirty-Two and 00/100 Dollars ($19,832.00) to Faithful Friends Animal Advocates, Inc., a Missouri Nonprofit Corporation.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _______________, 2022, by a vote of __________.

____
Tyler DeWitt, Mayor

ATTEST:

____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

____
Jordan L. Paul, City Attorney

City of **Neosho** CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: Amendment to the electric service agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:
1. Liberty Amendment of Agreement Nov 15th 2022

PURPOSE:
To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:
This amendment is for the replacement of ten non-working lights and them being replaced with LED lights. These amendments will come with a decrease in usage charges per month.

1.	Pineville and Glenview	WO #974849	monthly increase	$0.76
2.	Davis and Patterson	WO #978951	monthly increase	$0.76
3.	1809 Rachel Dr.	WO #974323	monthly decrease	-$1.79
4.	398 N College	WO #974857	monthly decrease	-$4.17
5.	201 N College	WO #974865	monthly decrease	-$4.17
6.	2802 Neosho Heights	WO #975032	monthly decrease	-$1.79
7.	906 Summit St	WO #975036	monthly decrease	-$1.79
8.	Pineville & Daugherty	WO #978948	monthly increase	$0.76
9.	321 Hamilton	WO #978929	monthly decrease	-$1.79
10.	109 W Main	WO #978923	monthly decrease	-$7.96

Total Decrease -$21.18

RECOMMENDATION:
The City Staff recommends council approve the contract and authorize the mayor to sign the noted amendments.

SA 22A 9/18

The Empire District Electric Company

Work Order # 974323

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **29th** day of **September, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	1809 Rachel Dr	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	1809 Rachel Dr	16,000L 150W HPS Open Bottom	1		$107.46		$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 350.76	$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				**-$33.43**			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						**$ 132.29**	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$11.91
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$1.79**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho | Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	482	6,000L - 70W	11	12,000L - 175W	11	7,500 - 9,500L - 150W	99
11,000L - 250W	13	16,000L - 150W	217	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 974323 DATE COMPLETED ______________

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$132.29	$55,636.69	$618,185.46

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 974849

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Pineville and Glenview	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	Pineville and Glenview	7,000L 175W MV Open Bottom	1		$91.62		$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$91.62	$ 350.76	$ 54.38
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$17.59**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**296.38**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$26.67
E	Annual Energy Charge for this Request (Total Line A)	-$17.59
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**$0.76**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	481	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	103
11,000L - 250W	13	16,000L - 150W	216	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 974849		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$296.38	$55,695.95	$618,843.83

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 974857

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	398 N College	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	398 N College	12,000L 175W MH Cobrahead	1		$134.35		$ 235.91
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$134.35	$ 350.76	$ 235.91
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$60.32**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**114.85**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$114.85
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$10.34
E	Annual Energy Charge for this Request (Total Line A)	-$60.32
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$49.98
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$4.17**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	482	6,000L - 70W	11	12,000L - 175W	10	7,500 - 9,500L - 150W	101
11,000L - 250W	13	16,000L - 150W	216	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 974857		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$114.85	$55,658.93	$618,432.60

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 974865

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	201 N College	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	201 N College	12,000L 175W MH Cobrahead	1		$134.35		$ 235.91
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$134.35	$ 350.76	$ 235.91
A **Annual Energy Charge for this Request** (Install minus Remove)				**-$60.32**			
B **Total Facility Usage Charge for this Street Light Request** (Install minus Remove)						**$ 114.85**	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$114.85
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$10.34
E	Annual Energy Charge for this Request (Total Line A)	-$60.32
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$49.98
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$4.17**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	482	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	102
11,000L - 250W	13	16,000L - 150W	216	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 974865		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$114.85	$55,669.27	$618,547.45

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 975032

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **11th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	2802 Neosho Heights Ave	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	2802 Neosho Heights Ave	16,000L 150W HPS Open Bottom	1		$107.46		$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 350.76	$ 218.47
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$33.43**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**132.29**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$11.91
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$1.79**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	481	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	104
11,000L - 250W	13	16,000L - 150W	215	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 975032 — DATE COMPLETED ______________

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$132.29	$55,707.85	$618,976.12

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 975036

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **11th** day of **October, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	906 Summit St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	906 Summit St	16,000L 150W HPS Open Bottom	1		$107.46		$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 350.76	$ 218.47
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$33.43**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$ 132.29**	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$11.91
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$1.79**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	481	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	105
11,000L - 250W	13	16,000L - 150W	214	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 975036		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$132.29	$55,719.76	$619,108.41

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

Work Order # 978923

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **2nd** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	109 W Main St, Civic Center	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	109 W Main St, Civic Center	16,000L 150W HPS Open Bottom	1		$107.46		$ 1,040.32
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 350.76	$ 1,040.32
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$33.43**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**(689.56)**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	-$689.56
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	-$62.06
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$95.49
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$7.96**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	481	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	106
11,000L - 250W	13	16,000L - 150W	213	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 978923 — DATE COMPLETED ______________

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
-$689.56	$55,657.70	$618,418.85

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 978929

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **2nd** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	321 Hamilton St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	321 Hamilton St	16,000L 150W HPS Open Bottom	1		$107.46		$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 350.76	$ 218.47
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$33.43**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**132.29**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$11.91
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$1.79**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	481	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	107
11,000L - 250W	13	16,000L - 150W	212	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 978929 — DATE COMPLETED ______________

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$132.29	$55,669.60	$618,551.14

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 978948

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **2nd** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	Pineville and Daugherty	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	Pineville and Daugherty	7,000L 175W MV Open Bottom	1		$91.62		$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$91.62	$ 350.76	$ 54.38
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$17.59**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**296.38**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$26.67
E	Annual Energy Charge for this Request (Total Line A)	-$17.59
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**$0.76**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	480	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	108
11,000L - 250W	13	16,000L - 150W	212	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 978948		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$296.38	$55,696.28	$618,847.52

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 9/18

The Empire District Electric Company

Work Order # 978951

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **2nd** day of **November, 2022** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE Installed	ANNUAL ENERGY CHARGE Removed	FACILITY USAGE CHARGE Installed	FACILITY USAGE CHARGE Removed
Install	Davis and Patterson	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 350.76	
Remove	Davis and Patterson	7,000L 175W MV Open Bottom	1		$91.62		$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$91.62	$ 350.76	$ 54.38
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$17.59**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$ 296.38**	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$26.67
E	Annual Energy Charge for this Request (Total Line A)	-$17.59
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**$0.76**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at ______________________ this ____ day of ______________

(SEAL)
ATTEST:

______________________ By ______________________

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	479	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	109
11,000L - 250W	13	16,000L - 150W	212	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 978951		DATE COMPLETED ______________
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$296.38	$55,722.95	$619,143.90

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 15, 2022
ITEM: Letter of Support for Neosho Habitat for Humanity

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:
1. **City Council Letter of Support for Habitat for Humanity**

PURPOSE:
Neosho Area Habitat for Humanity is seeking a letter of support from the city council regarding their application for the Community Revitalization funds available through a DED grant.

BACKGROUND:
Neosho Area Habitat for Humanity has worked for many years in their efforts to provide safe and affordable housing for our low-income families. This organization would like to submit for the Community Revitalization funds available through a DED grant and this letter of support from the City Council would help them with that application process.

RECOMMENDATION:
Staff recommends approving the letter of support for Neosho Habitat for Humanity and authorizing the Mayor to sign.

City of Neosho

203 E. Main St.

Neosho, MO 64850

(417) 451-8050 phone

(417) 451-8065 fax

www.neoshomo.org

November 15, 2022

To Whom It May Concern,

The Neosho City Council endorses the efforts of the Neosho Area Habitat for Humanity (NAHfH) affiliate in their application for the Community Revitalization funds from the DED grant. We have worked with NAHfH for many years in their efforts to provide safe and affordable housing for our low-income families. In the past 18 months, the Neosho City Council has specifically assisted Neosho Habitat in their acquisition of property that has been condemned. The pieces of property are then cleared and prepared for home builds. Currently, there are two homes being built on a piece of property that held a condemned house. Several community groups have offered to help with these new builds through their services and/or volunteers. This enables these homes to be built at a reduced cost, which helps tremendously as all funds are collected before the house can begin being built. Currently, these houses are budgeted just under $100,000 which takes a significant amount of time to raise. The awarding of the DED grant funds to NAHfH would assist in getting these builds started earlier and thus, make more safe and affordable housing available.

The Neosho Area Habitat for Humanity is a leading source of low-income housing in our community. Of the 16 Habitat homes that have been built, there has not been a single mortgage default. The organization is solid and there is a lot of community support. Our association with NAHfH is going to continue as our work is mutually beneficial and we believe in their mission. Safe and affordable housing is essential, and Habitat for Humanity is in the trenches seeking out those who need help by supplying homes as well as financial and emotional support.

Please give the Neosho Area Habitat for Humanity grant request your full consideration.

Thank you,

Tyler DeWitt
Mayor of the City of Neosho

CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
October 31, 2022

Description of Account	TOTAL	General Fund	Fire	Drainage	Senior Center	Parks	Auditorium	Economic Development	Streets	Street Bridge	Golf	Water/ Wastewater
General Operations	13,214,829.56	4,384,022.34	632,172.21	1,052,560.00	204,099.90	282,800.03	845,984.56	443,503.16	2,186,973.61	722,763.80	362,726.03	1,742,168.18
Public Safety	1,315,820.24	1,315,820.24										
Restricted	2,464,648.70	2,356,685.49			43,329.00						64,634.21	
Reward Donations	19,832.00	19,832.00										
I.O.O.F. Cemetery	(206,702.42)	(206,702.42)										
Cleaning Deposits	2,362.98	2,362.98										
Water Meter Deposits	72,386.11											72,386.11
Cash in Bank - PD	8,411.96	8,411.96										
Shop With A Cop	5,537.52											
D.A.R.E Program	-											
Hotel/Motel Tax	329,780.18											
Replacement reserves	783,329.00											783,329.00
Meter Replacement Reserv	408,464.29											408,464.29
W/WW Replacement Reserves	1,993,835.12											1,993,835.12
Sewer District 17 - Debt & Mtce	-											-
City Held Debt Service Reserves	2,864.81											
FEMA DR	55,601.24											
	20,471,001.29	**7,880,432.59**	**632,172.21**	**1,052,560.00**	**247,428.90**	**282,800.03**	**845,984.56**	**443,503.16**	**2,186,973.61**	**722,763.80**	**427,360.24**	**5,000,182.70**

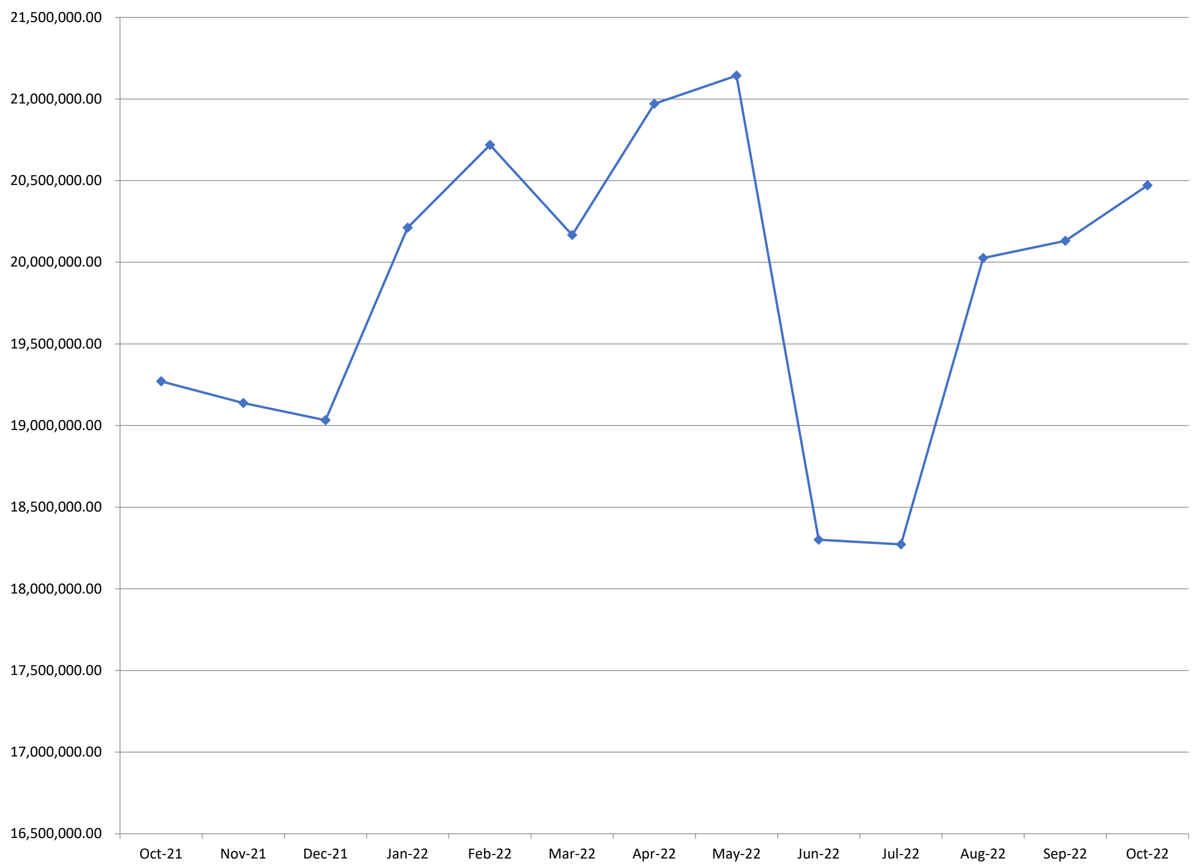
Description of Account	FEMA	Police Grant/ Spec Rev		Hotel/Motel Tax	Transportation Grants	Community Dev Grants	TIF	Employee Insurance	Payroll Revolving	Debt Service Funds	Abbott/Morse Trusts
General Operations					-	-	260,007.58	36,134.63	-	15,772.31	43,141.22
City Held Debt Service Reserves										2,864.81	
D.A.R.E Program		-									
Shop With A Cop		5,537.52									
Police Grants											
Hotel/Motel Tax				329,780.18							
FEMA DR4250	25,573.84										
FEMA DR4317	30,027.40										
	55,601.24	**5,537.52**	**-**	**329,780.18**	**-**	**-**	**260,007.58**	**36,134.63**	**-**	**18,637.12**	**43,141.22**

Negative Funds	**36,134.63**
Net General Fund	**$ 7,916,567.22**

Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconcilations.

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22
Total Cash	19,271,325.22	19,138,449.96	19,033,264.74	20,212,010.53	20,719,144.16	20,167,043.30	20,970,565.11	21,142,806.66	18,300,956.41	18,272,419.19	20,025,655.02	20,131,589.02	20,471,001.29
Days Cash on hand	287.42	285.44	283.87	301.45	309.01	300.78	312.76	315.33	272.95	272.52	298.67	300.25	305.31

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 11/9/2022 - 3:25 PM
Period: 1, 2023

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 100	General Fund							
Dept 100-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
100-000-2500-000	Unearned Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
100-000-3305-120	Trns from Public Safety Fund	314,170.00	26,474.00	26,474.00	287,696.00	0.00	287,696.00	91.57
100-000-3305-144	Trns from Public Safety Fund	18,696.00	1,558.00	1,558.00	17,138.00	0.00	17,138.00	91.67
100-000-3306-000	Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000	Transfer fm Hotel/Motel Admin	2,831.00	236.00	236.00	2,595.00	0.00	2,595.00	91.66
100-000-3316-000	Transfer fm Street >Land	5,660.00	471.67	471.67	5,188.33	0.00	5,188.33	91.67
100-000-3355-000	Transfer to Gen Celebrate	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-000-3356-000	Transfer to Gen Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	R90 Sub Totals:	371,357.00	28,739.67	28,739.67	342,617.33	0.00	342,617.33	92.26
	Revenue Sub Totals:	371,357.00	28,739.67	28,739.67	342,617.33	0.00	342,617.33	92.26
E90	TRANSFERS OUT							
100-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000	Transfer to Fire Dept	332,753.00	27,074.00	27,074.00	305,679.00	0.00	305,679.00	91.86
100-000-3205-120	Trns to Police Department	314,170.00	26,474.00	26,474.00	287,696.00	0.00	287,696.00	91.57
100-000-3205-144	Trns to Emergency Mgmt	18,696.00	1,558.00	1,558.00	17,138.00	0.00	17,138.00	91.67
100-000-3206-000	Transfer to ARPA	841,420.00	0.00	0.00	841,420.00	0.00	841,420.00	100.00
100-000-3206-170	Transfer to Drainage	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
100-000-3224-000	Transfer to Police Grants	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
100-000-3230-000	Transfer to Fire fm General	1,289,791.00	107,483.00	107,483.00	1,182,308.00	0.00	1,182,308.00	91.67
100-000-3240-000	Transfer to GC fm General	290,400.00	0.00	0.00	290,400.00	0.00	290,400.00	100.00
100-000-3243-000	Transfer to Parks Department	470,500.00	0.00	0.00	470,500.00	0.00	470,500.00	100.00
100-000-3285-111	Trns to Capital Impr/Purch	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-000-3285-112	Trns to Capital Improvement	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
100-000-3285-115	Trns to Capital Impr/Purch	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3285-118	Trns to Capital Improvement	114,000.00	0.00	0.00	114,000.00	0.00	114,000.00	100.00
100-000-3285-120	Trns to Capital Improvement	314,052.00	0.00	0.00	314,052.00	0.00	314,052.00	100.00
100-000-3285-160	Trns to Capital Improvement	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3285-204	Trns to Capital Impr/Purch	81,000.00	0.00	0.00	81,000.00	0.00	81,000.00	100.00
	E90 Sub Totals:	5,530,693.00	162,589.00	162,589.00	5,368,104.00	0.00	5,368,104.00	97.06
	Expense Sub Totals:	5,530,693.00	162,589.00	162,589.00	5,368,104.00	0.00	5,368,104.00	97.06
	Dept 000 Sub Totals:	5,159,336.00	133,849.33	133,849.33	5,025,486.67	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	426,000.00	343.34	343.34	425,656.66	0.00	425,656.66	99.92
100-110-4020-110	Financial Institution Tax	300.00	0.00	0.00	300.00	0.00	300.00	100.00
100-110-4030-110	1-Cent City Sales Tax	2,753,336.00	328,442.20	328,442.20	2,424,893.80	0.00	2,424,893.80	88.07
100-110-4050-110	Cigarette Tax	54,200.00	3,874.60	3,874.60	50,325.40	0.00	50,325.40	92.85
100-110-4130-110	Franchises	673,000.00	88,442.06	88,442.06	584,557.94	0.00	584,557.94	86.86
	R01 Sub Totals:	3,906,836.00	421,102.20	421,102.20	3,485,733.80	0.00	3,485,733.80	89.22
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	33,200.00	7,371.00	7,371.00	25,829.00	0.00	25,829.00	77.80
	R02 Sub Totals:	33,200.00	7,371.00	7,371.00	25,829.00	0.00	25,829.00	77.80
R03	INTER-GOVERNMENTAL							
100-110-4201-110	CARES/ARPA	1,216,162.00	0.00	0.00	1,216,162.00	0.00	1,216,162.00	100.00
	R03 Sub Totals:	1,216,162.00	0.00	0.00	1,216,162.00	0.00	1,216,162.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-110-4700-110	Interest Earned-General Fund	8,500.00	2,432.29	2,432.29	6,067.71	0.00	6,067.71	71.38
100-110-4760-110	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4820-110	General Admin Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	8,500.00	2,432.29	2,432.29	6,067.71	0.00	6,067.71	71.38
R07	OTHER INCOME							
100-110-4800-110	General Admin Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,164,698.00	430,905.49	430,905.49	4,733,792.51	0.00	4,733,792.51	91.66
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	238,204.00	18,435.27	18,435.27	219,768.73	0.00	219,768.73	92.26
100-110-5020-110	General Admin Overtime	2,000.00	500.14	500.14	1,499.86	0.00	1,499.86	74.99
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	750.00	750.00	3,750.00	0.00	3,750.00	83.33
100-110-5070-110	Availability Allowance	0.00	30.00	30.00	-30.00	0.00	-30.00	0.00
100-110-5170-110	General Admin Social Security	18,720.00	1,443.51	1,443.51	17,276.49	0.00	17,276.49	92.29
100-110-5180-110	General Admin Retirement	12,725.00	1,026.01	1,026.01	11,698.99	0.00	11,698.99	91.94

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-110-5190-110	General Admin Health Insurance	35,423.00	2,140.16	2,140.16	33,282.84	0.00	33,282.84	93.96
100-110-5210-110	General Admin Workers Comp.	10,719.00	0.00	0.00	10,719.00	0.00	10,719.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	2,905.00	0.00	0.00	2,905.00	0.00	2,905.00	100.00
100-110-5380-110	Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	325,196.00	24,325.09	24,325.09	300,870.91	0.00	300,870.91	92.52
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	93,920.00	359.19	359.19	93,560.81	0.00	93,560.81	99.62
100-110-5290-110	County Collector Fees	17,040.00	0.00	0.00	17,040.00	0.00	17,040.00	100.00
100-110-5300-110	General Admin Ins. & Bonds	14,337.00	0.00	0.00	14,337.00	0.00	14,337.00	100.00
100-110-5330-110	General Admin Equipment Maint.	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
100-110-5530-110	General Admin Fuels/Lubricants	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-110-5590-110	General Admin Gen. Supplies	18,340.00	286.38	286.38	18,053.62	0.00	18,053.62	98.44
100-110-5700-110	General Admin Comp., Software	1,873.00	0.00	0.00	1,873.00	0.00	1,873.00	100.00
	E20 Sub Totals:	147,510.00	645.57	645.57	146,864.43	0.00	146,864.43	99.56
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	1,000.00	48.80	48.80	951.20	0.00	951.20	95.12
100-110-5272-110	Investement Acct. Bank Fees	1,200.00	99.60	99.60	1,100.40	0.00	1,100.40	91.70
	E25 Sub Totals:	2,200.00	148.40	148.40	2,051.60	0.00	2,051.60	93.25
	Expense Sub Totals:	474,906.00	25,119.06	25,119.06	449,786.94	0.00	449,786.94	94.71
	Dept 110 Sub Totals:	-4,689,792.00	-405,786.43	-405,786.43	-4,284,005.57	0.00		
Dept 100-111								
R04	CHARGES FOR SERVICES							
100-111-4800-111	City Clerk Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-111-5010-111	Clerk Salaries	52,302.00	4,232.78	4,232.78	48,069.22	0.00	48,069.22	91.91
100-111-5030-111	Clerk Part Time	2,100.00	135.00	135.00	1,965.00	0.00	1,965.00	93.57
100-111-5170-111	Clerk Social Security	4,162.00	306.53	306.53	3,855.47	0.00	3,855.47	92.64
100-111-5180-111	Clerk Retirement	2,720.00	220.10	220.10	2,499.90	0.00	2,499.90	91.91
100-111-5190-111	Clerk Health Insurance	6,043.00	539.94	539.94	5,503.06	0.00	5,503.06	91.07
100-111-5210-111	Clerk Workers Compensation	2,383.00	0.00	0.00	2,383.00	0.00	2,383.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	10,941.00	0.00	0.00	10,941.00	0.00	10,941.00	100.00
	E10 Sub Totals:	80,651.00	5,434.35	5,434.35	75,216.65	0.00	75,216.65	93.26
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-111-5260-111	Clerk Professional Services	7,230.00	368.86	368.86	6,861.14	0.00	6,861.14	94.90
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	0.00	650.00	0.00	650.00	100.00
100-111-5430-111	Clerk Elections	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
100-111-5590-111	Clerk General Supplies	920.00	0.00	0.00	920.00	0.00	920.00	100.00
100-111-5700-111	Clerk Comp., Software	17,609.00	0.00	0.00	17,609.00	0.00	17,609.00	100.00
	E20 Sub Totals:	36,409.00	368.86	368.86	36,040.14	0.00	36,040.14	98.99
	Expense Sub Totals:	117,060.00	5,803.21	5,803.21	111,256.79	0.00	111,256.79	95.04
	Dept 111 Sub Totals:	117,060.00	5,803.21	5,803.21	111,256.79	0.00		
Dept 100-113								
R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	60.00	60.00	7,940.00	0.00	7,940.00	99.25
100-113-4471-755	Celebrate Race Fees	2,200.00	0.00	0.00	2,200.00	0.00	2,200.00	100.00
	R06 Sub Totals:	10,200.00	60.00	60.00	10,140.00	0.00	10,140.00	99.41
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	275.00	275.00	-275.00	0.00	-275.00	0.00
	R08 Sub Totals:	0.00	275.00	275.00	-275.00	0.00	-275.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
100-113-4990-756	Fall Festival Sponsorships	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
	R87 Sub Totals:	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
	Revenue Sub Totals:	22,200.00	335.00	335.00	21,865.00	0.00	21,865.00	98.49
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	23,200.00	0.00	0.00	23,200.00	0.00	23,200.00	100.00
100-113-6530-756	Fall Festival Expenses	29,000.00	2,537.13	2,537.13	26,462.87	0.00	26,462.87	91.25
	E20 Sub Totals:	52,200.00	2,537.13	2,537.13	49,662.87	0.00	49,662.87	95.14
	Expense Sub Totals:	52,200.00	2,537.13	2,537.13	49,662.87	0.00	49,662.87	95.14
	Dept 113 Sub Totals:	30,000.00	2,202.13	2,202.13	27,797.87	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	90,400.00	14,019.50	14,019.50	76,380.50	0.00	76,380.50	84.49
100-115-4770-115	Planning & Zoning Fees	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R02 Sub Totals:	93,400.00	14,019.50	14,019.50	79,380.50	0.00	79,380.50	84.99
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	81,894.00	0.00	0.00	81,894.00	0.00	81,894.00	100.00
	R03 Sub Totals:	81,894.00	0.00	0.00	81,894.00	0.00	81,894.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-115-4820-115	Sale of Dev. Service Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-115-4800-115	Code Enforcement Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	175,294.00	14,019.50	14,019.50	161,274.50	0.00	161,274.50	92.00
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	133,132.00	9,878.97	9,878.97	123,253.03	0.00	123,253.03	92.58
100-115-5020-115	Bldg/Inspection Overtime	1,000.00	510.47	510.47	489.53	0.00	489.53	48.95
100-115-5070-115	Availability Allowance	1,080.00	60.00	60.00	1,020.00	0.00	1,020.00	94.44
100-115-5170-115	Bldg/Inspection Social Sec.	10,262.00	791.02	791.02	9,470.98	0.00	9,470.98	92.29
100-115-5180-115	Bldg/Inspection Retirement	6,975.00	543.37	543.37	6,431.63	0.00	6,431.63	92.21
100-115-5190-115	Bldg/Inspection Health Ins.	22,659.00	1,795.57	1,795.57	20,863.43	0.00	20,863.43	92.08
100-115-5210-115	Bldg/Inspection Workers Comp.	5,875.00	0.00	0.00	5,875.00	0.00	5,875.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	3,200.00	0.00	0.00	3,200.00	0.00	3,200.00	100.00
100-115-5380-115	Bldg/Inspection Uniforms	700.00	0.00	0.00	700.00	0.00	700.00	100.00
	E10 Sub Totals:	184,883.00	13,579.40	13,579.40	171,303.60	0.00	171,303.60	92.66
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	144,264.00	366.77	366.77	143,897.23	0.00	143,897.23	99.75
100-115-5270-115	Credit Card Fees	1,000.00	12.57	12.57	987.43	0.00	987.43	98.74
100-115-5300-115	Bldg/Inspection Ins. & Bonds	280.00	0.00	0.00	280.00	0.00	280.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
100-115-5530-115	Bldg/Inspection Fuels	3,500.00	163.69	163.69	3,336.31	0.00	3,336.31	95.32
100-115-5590-115	Bldg/Inspection Gen. Supplies	700.00	0.00	0.00	700.00	0.00	700.00	100.00
	E20 Sub Totals:	151,244.00	543.03	543.03	150,700.97	0.00	150,700.97	99.64
	Expense Sub Totals:	336,127.00	14,122.43	14,122.43	322,004.57	0.00	322,004.57	95.80
	Dept 115 Sub Totals:	160,833.00	102.93	102.93	160,730.07	0.00		
Dept 100-118								
R03	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-118-4200-118	Region M Grant	68,833.00	0.00	0.00	68,833.00	0.00	68,833.00	100.00
	R03 Sub Totals:	68,833.00	0.00	0.00	68,833.00	0.00	68,833.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-118-4760-118	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-4820-118	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-118-4800-118	Recycle Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-118-4420-118	Recycle Center Sales	25,400.00	3,320.00	3,320.00	22,080.00	0.00	22,080.00	86.93
	R08 Sub Totals:	25,400.00	3,320.00	3,320.00	22,080.00	0.00	22,080.00	86.93
	Revenue Sub Totals:	94,233.00	3,320.00	3,320.00	90,913.00	0.00	90,913.00	96.48
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	88,079.00	5,452.62	5,452.62	82,626.38	0.00	82,626.38	93.81
100-118-5020-118	Recycle Center Overtime	1,000.00	15.00	15.00	985.00	0.00	985.00	98.50
100-118-5030-118	Recycle Center Part Time	0.00	602.10	602.10	-602.10	0.00	-602.10	0.00
100-118-5170-118	Recycle Center Social Sec.	6,815.00	463.89	463.89	6,351.11	0.00	6,351.11	93.19
100-118-5180-118	Recycle Center Retirement	4,633.00	231.81	231.81	4,401.19	0.00	4,401.19	95.00
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,199.88	1,199.88	21,459.12	0.00	21,459.12	94.70
100-118-5210-118	Recycle Center Workers Comp	3,902.00	0.00	0.00	3,902.00	0.00	3,902.00	100.00
100-118-5360-118	Recycle Center Memb/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5380-118	Recycle Center Uniforms	1,600.00	0.00	0.00	1,600.00	370.00	1,230.00	76.88
	E10 Sub Totals:	128,688.00	7,965.30	7,965.30	120,722.70	370.00	120,352.70	93.52
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	0.00	0.00	1,284.00	0.00	1,284.00	100.00
100-118-5265-118	Shipping/Disposal	5,000.00	595.00	595.00	4,405.00	0.00	4,405.00	88.10
100-118-5300-118	Recycle Center Ins. & Bonds	1,997.00	0.00	0.00	1,997.00	0.00	1,997.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-118-5330-118	Recycle Center Equipment Maint	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-118-5530-118	Recycle Center Fuels	1,800.00	66.67	66.67	1,733.33	0.00	1,733.33	96.30
100-118-5590-118	Recycle Center Gen. Supplies	1,500.00	55.59	55.59	1,444.41	0.00	1,444.41	96.29
100-118-5700-118	Recycle Comp., Software	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
100-118-6300-118	Recycle Center Electricity	1,784.00	0.00	0.00	1,784.00	0.00	1,784.00	100.00
100-118-6310-118	Recycle Center Heating Fuels	1,125.00	0.00	0.00	1,125.00	0.00	1,125.00	100.00
100-118-6350-118	Recycle Center Phones	4,908.00	352.47	352.47	4,555.53	0.00	4,555.53	92.82

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	23,898.00	1,069.73	1,069.73	22,828.27	0.00	22,828.27	95.52
	Expense Sub Totals:	152,586.00	9,035.03	9,035.03	143,550.97	370.00	143,180.97	93.84
	Dept 118 Sub Totals:	58,353.00	5,715.03	5,715.03	52,637.97	370.00		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	85,000.00	25,226.20	25,226.20	59,773.80	0.00	59,773.80	70.32
	R01 Sub Totals:	85,000.00	25,226.20	25,226.20	59,773.80	0.00	59,773.80	70.32
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	R02 Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
R03	INTER-GOVERNMENTAL							
100-120-4200-120	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4205-120	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-120	School Resource Ofcr	109,581.00	15,365.85	15,365.85	94,215.15	0.00	94,215.15	85.98
100-120-4810-121	School Resource Ofcr Crowder	127,711.00	0.00	0.00	127,711.00	0.00	127,711.00	100.00
	R03 Sub Totals:	237,292.00	15,365.85	15,365.85	221,926.15	0.00	221,926.15	93.52
R04	CHARGES FOR SERVICES							
100-120-4840-120	Security Detail Reimburse	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	R04 Sub Totals:	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
R05	FINES AND FORFEITURES							
100-120-4600-120	Court Fines	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
100-120-4610-120	Police Training Fees	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-120-4620-120	C. Victim's Compensation	400.00	0.00	0.00	400.00	0.00	400.00	100.00
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
	R05 Sub Totals:	258,400.00	0.00	0.00	258,400.00	0.00	258,400.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4820-120	Police Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	130.40	130.40	2,029.60	0.00	2,029.60	93.96

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	2,160.00	130.40	130.40	2,029.60	0.00	2,029.60	93.96
R87	DONATIONS							
100-120-4990-120	Police Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4992-120	Donated Rewards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	587,352.00	40,722.45	40,722.45	546,629.55	0.00	546,629.55	93.07
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,435,156.00	99,323.98	99,323.98	1,335,832.02	0.00	1,335,832.02	93.08
100-120-5020-120	Police Dept Overtime	93,000.00	3,887.76	3,887.76	89,112.24	0.00	89,112.24	95.82
100-120-5030-120	Police Dept Part Time	10,224.00	273.00	273.00	9,951.00	0.00	9,951.00	97.33
100-120-5070-120	Availability Allowance	4,320.00	300.00	300.00	4,020.00	0.00	4,020.00	93.06
100-120-5170-120	Police Dept Social Security	117,687.00	7,511.53	7,511.53	110,175.47	0.00	110,175.47	93.62
100-120-5180-120	Police Dept Retirement	117,669.00	6,702.44	6,702.44	110,966.56	0.00	110,966.56	94.30
100-120-5190-120	Police Dept Health Insurance	219,028.00	15,832.71	15,832.71	203,195.29	0.00	203,195.29	92.77
100-120-5210-120	Police Dept Workers Comp.	67,382.00	0.00	0.00	67,382.00	0.00	67,382.00	100.00
100-120-5360-120	Police Dept Member/Train/Trvl	20,300.00	4,021.15	4,021.15	16,278.85	0.00	16,278.85	80.19
100-120-5361-120	AcademyTraining	17,000.00	10,590.56	10,590.56	6,409.44	0.00	6,409.44	37.70
100-120-5380-120	Police Dept Uniforms	19,000.00	1,380.91	1,380.91	17,619.09	0.00	17,619.09	92.73
	E10 Sub Totals:	2,120,766.00	149,824.04	149,824.04	1,970,941.96	0.00	1,970,941.96	92.94
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	47,591.00	6,053.62	6,053.62	41,537.38	0.00	41,537.38	87.28
100-120-5300-120	Police Dept Insurance & Bonds	10,426.00	0.00	0.00	10,426.00	0.00	10,426.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,000.00	0.00	0.00	7,000.00	0.00	7,000.00	100.00
100-120-5330-120	Police Dept Equipment Maint	30,000.00	410.11	410.11	29,589.89	0.00	29,589.89	98.63
100-120-5363-120	TSMCS Account	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-120-5420-120	Police Care of Prisoners	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
100-120-5500-120	Investigation Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-5530-120	Police Dept Fuels/Lubricants	70,000.00	5,239.67	5,239.67	64,760.33	0.00	64,760.33	92.51
100-120-5540-120	Police Dept Chemicals	250.00	0.00	0.00	250.00	0.00	250.00	100.00
100-120-5590-120	Police Dept General Supplies	11,000.00	150.65	150.65	10,849.35	0.00	10,849.35	98.63
100-120-5590-122	ACO General Supplies	15,000.00	1,026.20	1,026.20	13,973.80	0.00	13,973.80	93.16
100-120-5700-120	Police Dept Comp., Software	13,315.00	213.99	213.99	13,101.01	0.00	13,101.01	98.39
100-120-6300-120	Police Dept Electricity	12,497.00	0.00	0.00	12,497.00	0.00	12,497.00	100.00
100-120-6350-120	Police Dept Phones	14,400.00	704.94	704.94	13,695.06	0.00	13,695.06	95.10
100-120-6390-120	Police Dept Minor Equipment	8,546.00	7,285.09	7,285.09	1,260.91	454.95	805.96	9.43
	E20 Sub Totals:	282,025.00	21,084.27	21,084.27	260,940.73	454.95	260,485.78	92.36
E30	CAPITAL OUTLAY							
100-120-6380-120	Lease Purchase Payments	55,453.00	0.00	0.00	55,453.00	0.00	55,453.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E30 Sub Totals:	55,453.00	0.00	0.00	55,453.00	0.00	55,453.00	100.00
	Expense Sub Totals:	2,458,244.00	170,908.31	170,908.31	2,287,335.69	454.95	2,286,880.74	93.03
	Dept 120 Sub Totals:	1,870,892.00	130,185.86	130,185.86	1,740,706.14	454.95		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00	100.00
100-125-4611-125	Court Clerk Training Fees	1,200.00	161.09	161.09	1,038.91	0.00	1,038.91	86.58
	R05 Sub Totals:	17,200.00	161.09	161.09	17,038.91	0.00	17,038.91	99.06
	Revenue Sub Totals:	17,200.00	161.09	161.09	17,038.91	0.00	17,038.91	99.06
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	101,556.00	7,513.69	7,513.69	94,042.31	0.00	94,042.31	92.60
100-125-5020-125	Municipal Court Overtime	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00	100.00
100-125-5170-125	Municipal Court Social Secur.	7,907.00	468.49	468.49	7,438.51	0.00	7,438.51	94.07
100-125-5180-125	Municipal Court Retirement	5,375.00	390.72	390.72	4,984.28	0.00	4,984.28	92.73
100-125-5190-125	Municipal Court Health Ins.	22,659.00	1,556.26	1,556.26	21,102.74	0.00	21,102.74	93.13
100-125-5210-125	Municipal Court Workers Comp.	4,527.00	0.00	0.00	4,527.00	0.00	4,527.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,220.00	0.00	0.00	2,220.00	0.00	2,220.00	100.00
	E10 Sub Totals:	146,044.00	9,929.16	9,929.16	136,114.84	0.00	136,114.84	93.20
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	3,000.00	111.18	111.18	2,888.82	0.00	2,888.82	96.29
100-125-5261-125	Court Appointed Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-125-5263-125	Domestic Violence Expense	3,600.00	0.00	0.00	3,600.00	0.00	3,600.00	100.00
100-125-5330-125	Municipal Court Equip. Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-125-5590-125	Municipal Court Gen Supplies	2,600.00	134.95	134.95	2,465.05	0.00	2,465.05	94.81
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	0.00	0.00	1,454.00	0.00	1,454.00	100.00
100-125-6350-125	Municipal Court Phones	1,200.00	100.00	100.00	1,100.00	0.00	1,100.00	91.67
	E20 Sub Totals:	13,854.00	346.13	346.13	13,507.87	0.00	13,507.87	97.50
	Expense Sub Totals:	159,898.00	10,275.29	10,275.29	149,622.71	0.00	149,622.71	93.57
	Dept 125 Sub Totals:	142,698.00	10,114.20	10,114.20	132,583.80	0.00		
Dept 100-141								
R06	REVENUE FROM USE OF ASSET							
100-141-4820-141	Sale of IT Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-141-5010-141	IT Salaries	31,800.00	2,387.84	2,387.84	29,412.16	0.00	29,412.16	92.49
100-141-5020-141	IT Overtime	200.00	0.00	0.00	200.00	0.00	200.00	100.00
100-141-5070-141	Availability Allowance	360.00	30.00	30.00	330.00	0.00	330.00	91.67
100-141-5170-141	IT Social Security	2,448.00	181.49	181.49	2,266.51	0.00	2,266.51	92.59
100-141-5180-141	IT Retirement	1,664.00	125.73	125.73	1,538.27	0.00	1,538.27	92.44
100-141-5190-141	IT Health Insurance	7,553.00	599.94	599.94	6,953.06	0.00	6,953.06	92.06
100-141-5210-141	IT Workers Compensation	1,402.00	0.00	0.00	1,402.00	0.00	1,402.00	100.00
100-141-5360-141	IT Membership/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	E10 Sub Totals:	46,927.00	3,325.00	3,325.00	43,602.00	0.00	43,602.00	92.91
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	48,410.00	1,981.32	1,981.32	46,428.68	0.00	46,428.68	95.91
100-141-5590-141	IT General Supplies	260.00	0.00	0.00	260.00	0.00	260.00	100.00
100-141-5700-141	IT Computers, Software, Etc.	980.00	0.00	0.00	980.00	0.00	980.00	100.00
	E20 Sub Totals:	49,650.00	1,981.32	1,981.32	47,668.68	0.00	47,668.68	96.01
	Expense Sub Totals:	96,577.00	5,306.32	5,306.32	91,270.68	0.00	91,270.68	94.51
	Dept 141 Sub Totals:	96,577.00	5,306.32	5,306.32	91,270.68	0.00		
Dept 100-143								
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
100-143-5590-143	Fleet Maint. General Supplies	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-143-6390-143	Fleet Mtce Minor Equipment	3,000.00	100.98	100.98	2,899.02	0.00	2,899.02	96.63
	E20 Sub Totals:	8,000.00	100.98	100.98	7,899.02	0.00	7,899.02	98.74
	Expense Sub Totals:	8,000.00	100.98	100.98	7,899.02	0.00	7,899.02	98.74
	Dept 143 Sub Totals:	8,000.00	100.98	100.98	7,899.02	0.00		
Dept 100-144								
E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	12,324.00	0.00	0.00	12,324.00	0.00	12,324.00	100.00
100-144-5300-144	Emergency Mgmt Ins. & Bonds	3,300.00	0.00	0.00	3,300.00	0.00	3,300.00	100.00
100-144-5330-144	Emergency Mgmt Equip. Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-144-6300-144	Emergency Mgmt Electricity	3,072.00	0.00	0.00	3,072.00	0.00	3,072.00	100.00
	E20 Sub Totals:	18,696.00	0.00	0.00	18,696.00	0.00	18,696.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	18,696.00	0.00	0.00	18,696.00	0.00	18,696.00	100.00
	Dept 144 Sub Totals:	18,696.00	0.00	0.00	18,696.00	0.00		
Dept 100-145								
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	57,639.00	4,135.87	4,135.87	53,503.13	0.00	53,503.13	92.82
100-145-5170-145	Human Resources Social Secur.	4,410.00	279.05	279.05	4,130.95	0.00	4,130.95	93.67
100-145-5180-145	Human Resources Retirement	2,998.00	215.07	215.07	2,782.93	0.00	2,782.93	92.83
100-145-5190-145	Human Resources Health Ins.	7,553.00	458.34	458.34	7,094.66	0.00	7,094.66	93.93
100-145-5210-145	Human Resources Workers Comp.	2,525.00	0.00	0.00	2,525.00	0.00	2,525.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	6,350.00	0.00	0.00	6,350.00	0.00	6,350.00	100.00
	E10 Sub Totals:	81,475.00	5,088.33	5,088.33	76,386.67	0.00	76,386.67	93.75
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,735.00	173.77	173.77	3,561.23	0.00	3,561.23	95.35
100-145-5590-145	Human Resources GenSupplies	5,400.00	28.02	28.02	5,371.98	0.00	5,371.98	99.48
100-145-5700-145	HR Computer/Software	2,000.00	175.69	175.69	1,824.31	0.00	1,824.31	91.22
	E20 Sub Totals:	11,135.00	377.48	377.48	10,757.52	0.00	10,757.52	96.61
	Expense Sub Totals:	92,610.00	5,465.81	5,465.81	87,144.19	0.00	87,144.19	94.10
	Dept 145 Sub Totals:	92,610.00	5,465.81	5,465.81	87,144.19	0.00		
Dept 100-160								
R03	INTER-GOVERNMENTAL							
100-160-4200-160	Grant Revenue	120,000.00	0.00	0.00	120,000.00	0.00	120,000.00	100.00
100-160-4201-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	120,000.00	0.00	0.00	120,000.00	0.00	120,000.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	0.00	0.00	22,000.00	0.00	22,000.00	100.00
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	808.34	8,891.66	0.00	8,891.66	91.67
100-160-4500-160	Airport Hangar Rentals	60,120.00	6,025.00	6,025.00	54,095.00	0.00	54,095.00	89.98
100-160-4820-160	Airport Sale of Property	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
	R06 Sub Totals:	121,820.00	6,833.34	6,833.34	114,986.66	0.00	114,986.66	94.39
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	70,000.00	5,985.05	5,985.05	64,014.95	0.00	64,014.95	91.45

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-160-4550-160	Sale of Aviation Gas	85,000.00	8,427.74	8,427.74	76,572.26	0.00	76,572.26	90.09
100-160-4560-160	Sale of Pilot Supplies	500.00	45.00	45.00	455.00	0.00	455.00	91.00
	R08 Sub Totals:	155,500.00	14,457.79	14,457.79	141,042.21	0.00	141,042.21	90.70
	Revenue Sub Totals:	397,320.00	21,291.13	21,291.13	376,028.87	0.00	376,028.87	94.64
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	38,614.00	2,864.96	2,864.96	35,749.04	0.00	35,749.04	92.58
100-160-5020-160	Airport Overtime	900.00	62.65	62.65	837.35	0.00	837.35	93.04
100-160-5030-160	Airport Part Time	28,704.00	1,524.69	1,524.69	27,179.31	0.00	27,179.31	94.69
100-160-5070-160	Availability Allowance	360.00	30.00	30.00	330.00	0.00	330.00	91.67
100-160-5170-160	Airport Social Security	5,219.00	342.90	342.90	4,876.10	0.00	4,876.10	93.43
100-160-5180-160	Airport Retirement	2,055.00	149.15	149.15	1,905.85	0.00	1,905.85	92.74
100-160-5190-160	Airport Health Insurance	7,553.00	599.94	599.94	6,953.06	0.00	6,953.06	92.06
100-160-5210-160	Airport Workers Compensation	2,988.00	0.00	0.00	2,988.00	0.00	2,988.00	100.00
100-160-5360-160	Membership/Training/Travel	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-160-5380-160	Airport Uniforms	788.00	0.00	0.00	788.00	0.00	788.00	100.00
	E10 Sub Totals:	87,681.00	5,574.29	5,574.29	82,106.71	0.00	82,106.71	93.64
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	9,575.00	77.50	77.50	9,497.50	0.00	9,497.50	99.19
100-160-5300-160	Airport Insurance & Bonds	16,923.00	0.00	0.00	16,923.00	0.00	16,923.00	100.00
100-160-5320-160	Airport Facility Maintenance	15,000.00	440.51	440.51	14,559.49	0.00	14,559.49	97.06
100-160-5330-160	Airport Equipment Maintenance	4,200.00	61.05	61.05	4,138.95	0.00	4,138.95	98.55
100-160-5460-160	Cost of Av Gas Sold	71,000.00	10,104.71	10,104.71	60,895.29	0.00	60,895.29	85.77
100-160-5470-160	Cost of Jet Fuel Sold	58,000.00	6,495.01	6,495.01	51,504.99	0.00	51,504.99	88.80
100-160-5480-160	Cost of Pilot Supplies	700.00	0.00	0.00	700.00	0.00	700.00	100.00
100-160-5530-160	Airport Fuels/Lubricants	2,000.00	204.05	204.05	1,795.95	0.00	1,795.95	89.80
100-160-5590-160	Airport General Supplies	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
100-160-5700-160	Airport Computer/Software	615.00	0.00	0.00	615.00	0.00	615.00	100.00
100-160-6300-160	Airport Electricity	12,686.00	0.00	0.00	12,686.00	0.00	12,686.00	100.00
100-160-6350-160	Airport Phones	5,280.00	352.47	352.47	4,927.53	0.00	4,927.53	93.32
	E20 Sub Totals:	199,979.00	17,735.30	17,735.30	182,243.70	0.00	182,243.70	91.13
	Expense Sub Totals:	287,660.00	23,309.59	23,309.59	264,350.41	0.00	264,350.41	91.90
	Dept 160 Sub Totals:	-109,660.00	2,018.46	2,018.46	-111,678.46	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,376,668.00	150,673.37	150,673.37	1,225,994.63	0.00	1,225,994.63	89.06
	R01 Sub Totals:	1,376,668.00	150,673.37	150,673.37	1,225,994.63	0.00	1,225,994.63	89.06

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	500.00	393.03	393.03	106.97	0.00	106.97	21.39
	R06 Sub Totals:	500.00	393.03	393.03	106.97	0.00	106.97	21.39
	Revenue Sub Totals:	1,377,168.00	151,066.40	151,066.40	1,226,101.60	0.00	1,226,101.60	89.03
	Dept 199 Sub Totals:	-1,377,168.00	-151,066.40	-151,066.40	-1,226,101.60	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	650.00	650.00	19,350.00	0.00	19,350.00	96.75
100-204-4524-204	Burial Fees	28,000.00	900.00	900.00	27,100.00	0.00	27,100.00	96.79
	R04 Sub Totals:	48,000.00	1,550.00	1,550.00	46,450.00	0.00	46,450.00	96.77
R06	REVENUE FROM USE OF ASSET							
100-204-4700-204	Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-204-4800-204	Cemetery Miscellaneous Revenue	0.00	531.00	531.00	-531.00	0.00	-531.00	0.00
	R07 Sub Totals:	0.00	531.00	531.00	-531.00	0.00	-531.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	R87 Sub Totals:	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	Revenue Sub Totals:	51,500.00	2,081.00	2,081.00	49,419.00	0.00	49,419.00	95.96
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,500.00	483.09	483.09	10,016.91	0.00	10,016.91	95.40
100-204-5020-204	Cemetery Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5030-204	IOOF Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5070-204	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5170-204	IOOF Social Security	804.00	33.88	33.88	770.12	0.00	770.12	95.79
100-204-5180-204	IOOF Retirement	546.00	25.12	25.12	520.88	0.00	520.88	95.40
100-204-5190-204	IOOF HEalth Insurance	1,511.00	60.00	60.00	1,451.00	0.00	1,451.00	96.03
100-204-5210-204	IOOF Workers Compensation	460.00	0.00	0.00	460.00	0.00	460.00	100.00
	E10 Sub Totals:	13,821.00	602.09	602.09	13,218.91	0.00	13,218.91	95.64
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	88,500.00	7,331.00	7,331.00	81,169.00	0.00	81,169.00	91.72
100-204-5262-204	I.O.O.F. Burial Costs	20,000.00	1,050.00	1,050.00	18,950.00	0.00	18,950.00	94.75
100-204-5300-204	Cemetery Insurance & Bonds	930.00	0.00	0.00	930.00	0.00	930.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-204-5320-204	Cemetery Facility Maintenance	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
100-204-5325-204	Grounds Maintenance	10,200.00	0.00	0.00	10,200.00	0.00	10,200.00	100.00
100-204-5330-204	Cemetery Equipment Maintenance	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-204-5530-204	Cemetery Fuels/Lubricants	400.00	0.00	0.00	400.00	0.00	400.00	100.00
100-204-5590-204	General Supplies	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-204-6300-204	I.O.O.F. Electricity Costs	543.00	0.00	0.00	543.00	0.00	543.00	100.00
	E20 Sub Totals:	126,573.00	8,381.00	8,381.00	118,192.00	0.00	118,192.00	93.38
	Expense Sub Totals:	140,394.00	8,983.09	8,983.09	131,410.91	0.00	131,410.91	93.60
	Dept 204 Sub Totals:	88,894.00	6,902.09	6,902.09	81,991.91	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
	E10 Sub Totals:	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
E20	OPERATING COSTS							
100-999-5320-112	City Hall Facility Maintenance	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
100-999-6300-112	City Hall Electricity	16,121.00	0.00	0.00	16,121.00	0.00	16,121.00	100.00
100-999-6310-112	City Hall Heating Fuels	3,197.00	0.00	0.00	3,197.00	0.00	3,197.00	100.00
100-999-6350-112	City Hall Phones	22,200.00	1,262.32	1,262.32	20,937.68	0.00	20,937.68	94.31
	E20 Sub Totals:	45,518.00	1,262.32	1,262.32	44,255.68	0.00	44,255.68	97.23
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	290,000.00	0.00	0.00	290,000.00	0.00	290,000.00	100.00
	E30 Sub Totals:	290,000.00	0.00	0.00	290,000.00	0.00	290,000.00	100.00
	Expense Sub Totals:	343,518.00	1,262.32	1,262.32	342,255.68	0.00	342,255.68	99.63
	Dept 999 Sub Totals:	343,518.00	1,262.32	1,262.32	342,255.68	0.00		
	Fund Revenue Sub Totals:	8,258,322.00	692,641.73	692,641.73	7,565,680.27	0.00	7,565,680.27	91.61
	Fund Expense Sub Totals:	10,269,169.00	444,817.57	444,817.57	9,824,351.43	824.95	9,823,526.48	95.66
	Fund 100 Sub Totals:	2,010,847.00	-247,824.16	-247,824.16	2,258,671.16	824.95		
Fund 120	Police Grants							
Dept 120-000	Non-Departmental							
R90	TRANSFERS IN							
120-000-3324-000	Transfer from Police Dept	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R90 Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Revenue Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Dept 000 Sub Totals:	-4,200.00	0.00	0.00	-4,200.00	0.00		
Dept 120-128	DWI Grant							
R03	INTER-GOVERNMENTAL							
120-128-4240-120	DWI Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
120-128-5020-120	DWI Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
120-128-5590-120	DWI Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-129	HMV Grant							
R03	INTER-GOVERNMENTAL							
120-129-4230-120	HMV Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
120-129-5020-120	HMV Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-129-5360-120	HMV Grant Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
120-129-5590-120	HMV Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-131	DOJ Grant							
R03	INTER-GOVERNMENTAL							
120-131-4220-120	Justice Dept Vest Grant	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
120-131-4250-120	LLEBG Grant Revenue	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	R03 Sub Totals:	14,200.00	0.00	0.00	14,200.00	0.00	14,200.00	100.00
	Revenue Sub Totals:	14,200.00	0.00	0.00	14,200.00	0.00	14,200.00	100.00
E10	PERSONNEL							
120-131-5380-120	Police Dept Uniforms-Vests	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	100.00
	E10 Sub Totals:	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	100.00
E30	CAPITAL OUTLAY							
120-131-5790-120	LLEBG-Law Enf Safety Prog	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	E30 Sub Totals:	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	Expense Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Dept 131 Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00		
	Fund Revenue Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Fund Expense Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Fund 120 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 124	Shop With a Cop							
Dept 124-124								
R06	REVENUE FROM USE OF ASSET							
124-124-4700-124	Interest Earned-Shop w/a Cop	10.00	1.65	1.65	8.35	0.00	8.35	83.50
	R06 Sub Totals:	10.00	1.65	1.65	8.35	0.00	8.35	83.50
R87	DONATIONS							
124-124-4830-124	Shop With A Cop	15,500.00	4,130.00	4,130.00	11,370.00	0.00	11,370.00	73.35
	R87 Sub Totals:	15,500.00	4,130.00	4,130.00	11,370.00	0.00	11,370.00	73.35
	Revenue Sub Totals:	15,510.00	4,131.65	4,131.65	11,378.35	0.00	11,378.35	73.36

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
124-124-6440-124	Shop With A Cop Expenses	15,500.00	58.14	58.14	15,441.86	0.00	15,441.86	99.62
	E20 Sub Totals:	15,500.00	58.14	58.14	15,441.86	0.00	15,441.86	99.62
	Expense Sub Totals:	15,500.00	58.14	58.14	15,441.86	0.00	15,441.86	99.62
	Dept 124 Sub Totals:	-10.00	-4,073.51	-4,073.51	4,063.51	0.00		
	Fund Revenue Sub Totals:	15,510.00	4,131.65	4,131.65	11,378.35	0.00	11,378.35	73.36
	Fund Expense Sub Totals:	15,500.00	58.14	58.14	15,441.86	0.00	15,441.86	99.62
	Fund 124 Sub Totals:	-10.00	-4,073.51	-4,073.51	4,063.51	0.00		
Fund 126	D.A.R.E Program							
Dept 126-126								
R06	REVENUE FROM USE OF ASSET							
126-126-4700-126	D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
126-126-4990-126	D.A.R.E Program Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
126-126-6430-126	D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 130	Fire Sales Tax							
Dept 130-000	Non-Departmental							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90	TRANSFERS IN							
130-000-3305-000	Transfer fm Public Safety Fund	332,753.00	27,074.00	27,074.00	305,679.00	0.00	305,679.00	91.86
130-000-3330-000	Transfer fm General	1,289,791.00	107,483.00	107,483.00	1,182,308.00	0.00	1,182,308.00	91.67
	R90 Sub Totals:	1,622,544.00	134,557.00	134,557.00	1,487,987.00	0.00	1,487,987.00	91.71
	Revenue Sub Totals:	1,622,544.00	134,557.00	134,557.00	1,487,987.00	0.00	1,487,987.00	91.71
E90	TRANSFERS OUT							
130-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-000-3285-000	Trns to Capital Improvement	363,767.00	0.00	0.00	363,767.00	0.00	363,767.00	100.00
	E90 Sub Totals:	363,767.00	0.00	0.00	363,767.00	0.00	363,767.00	100.00
	Expense Sub Totals:	363,767.00	0.00	0.00	363,767.00	0.00	363,767.00	100.00
	Dept 000 Sub Totals:	-1,258,777.00	-134,557.00	-134,557.00	-1,124,220.00	0.00		
Dept 130-130								
R01	TAXES							
130-130-4030-130	Fire Department Sales Tax	659,037.00	75,443.25	75,443.25	583,593.75	0.00	583,593.75	88.55
	R01 Sub Totals:	659,037.00	75,443.25	75,443.25	583,593.75	0.00	583,593.75	88.55
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	R02 Sub Totals:	300.00	0.00	0.00	300.00	0.00	300.00	100.00
R03	INTER-GOVERNMENTAL							
130-130-4200-130	Grant Revenues	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
130-130-4850-130	Contract: Fire District	125,864.00	0.00	0.00	125,864.00	0.00	125,864.00	100.00
	R03 Sub Totals:	145,864.00	0.00	0.00	145,864.00	0.00	145,864.00	100.00
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-130-4760-130	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-130-4820-130	Fire Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	805,201.00	75,443.25	75,443.25	729,757.75	0.00	729,757.75	90.63
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,186,239.00	82,962.39	82,962.39	1,103,276.61	0.00	1,103,276.61	93.01
130-130-5020-130	Fire Dept Overtime	125,000.00	12,532.29	12,532.29	112,467.71	0.00	112,467.71	89.97
130-130-5030-130	Fire Dept Part Time	3,500.00	84.60	84.60	3,415.40	0.00	3,415.40	97.58
130-130-5070-130	Availability Allowance	1,440.00	90.00	90.00	1,350.00	0.00	1,350.00	93.75
130-130-5170-130	Fire Dept Social Security	100,540.00	7,007.23	7,007.23	93,532.77	0.00	93,532.77	93.03
130-130-5180-130	Fire Dept Retirement	123,257.00	8,367.37	8,367.37	114,889.63	0.00	114,889.63	93.21
130-130-5190-130	Fire Dept Health Insurance	203,923.00	15,274.26	15,274.26	188,648.74	0.00	188,648.74	92.51
130-130-5210-130	Fire Dept Workers Compensation	57,564.00	0.00	0.00	57,564.00	0.00	57,564.00	100.00
130-130-5360-130	Fire Dept Member/Train/Trvl	4,716.00	1,640.00	1,640.00	3,076.00	0.00	3,076.00	65.22
130-130-5361-130	Fire Academy Training	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
	E10 Sub Totals:	1,808,579.00	127,958.14	127,958.14	1,680,620.86	0.00	1,680,620.86	92.92
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	47,048.00	907.12	907.12	46,140.88	0.00	46,140.88	98.07
130-130-5300-130	Fire Dept Insurance and Bonds	33,439.00	0.00	0.00	33,439.00	0.00	33,439.00	100.00
130-130-5320-130	Fire Dept Facility Maintenance	7,000.00	12.66	12.66	6,987.34	0.00	6,987.34	99.82
130-130-5330-130	Fire Dept Equipment Maint.	22,600.00	1,683.11	1,683.11	20,916.89	650.97	20,265.92	89.67
130-130-5530-130	Fire Dept Fuels/Lubricants	15,000.00	1,650.81	1,650.81	13,349.19	0.00	13,349.19	88.99
130-130-5540-130	Fire Dept Chemicals	500.00	0.00	0.00	500.00	0.00	500.00	100.00
130-130-5590-130	Fire Dept General Supplies	8,800.00	428.60	428.60	8,371.40	0.00	8,371.40	95.13
130-130-5700-130	Fire Dept Comp., Software	11,520.00	180.22	180.22	11,339.78	0.00	11,339.78	98.44
130-130-6300-130	Fire Dept Electricity	14,695.00	0.00	0.00	14,695.00	0.00	14,695.00	100.00
130-130-6310-130	Fire Dept Heating Fuels	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
130-130-6350-130	Fire Dept Phones	18,000.00	923.76	923.76	17,076.24	0.00	17,076.24	94.87
130-130-6390-130	Fire Dept. Minor Equipment	20,902.00	853.88	853.88	20,048.12	0.00	20,048.12	95.91
	E20 Sub Totals:	207,504.00	6,640.16	6,640.16	200,863.84	650.97	200,212.87	96.49
E30	CAPITAL OUTLAY							
130-130-6380-130	Lease Purchase Payments	47,895.00	0.00	0.00	47,895.00	0.00	47,895.00	100.00
	E30 Sub Totals:	47,895.00	0.00	0.00	47,895.00	0.00	47,895.00	100.00
	Expense Sub Totals:	2,063,978.00	134,598.30	134,598.30	1,929,379.70	650.97	1,928,728.73	93.45
	Dept 130 Sub Totals:	1,258,777.00	59,155.05	59,155.05	1,199,621.95	650.97		
	Fund Revenue Sub Totals:	2,427,745.00	210,000.25	210,000.25	2,217,744.75	0.00	2,217,744.75	91.35

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	2,427,745.00	134,598.30	134,598.30	2,293,146.70	650.97	2,292,495.73	94.43
	Fund 130 Sub Totals:	0.00	-75,401.95	-75,401.95	75,401.95	650.97		
Fund 170	Drainage Sales Tax							
Dept 170-000	Non-Departmental							
R90	TRANSFERS IN							
170-000-3306-000	Transfer fm ARPA	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
	R90 Sub Totals:	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
	Revenue Sub Totals:	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
E90	TRANSFERS OUT							
170-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3285-000	Trns to Capital Improvement	8,981,114.00	0.00	0.00	8,981,114.00	0.00	8,981,114.00	100.00
	E90 Sub Totals:	8,981,114.00	0.00	0.00	8,981,114.00	0.00	8,981,114.00	100.00
	Expense Sub Totals:	8,981,114.00	0.00	0.00	8,981,114.00	0.00	8,981,114.00	100.00
	Dept 000 Sub Totals:	8,186,403.00	0.00	0.00	8,186,403.00	0.00		
Dept 170-990								
R01	TAXES							
170-990-4030-990	Sales Tax Drainage	395,600.00	45,265.82	45,265.82	350,334.18	0.00	350,334.18	88.56
	R01 Sub Totals:	395,600.00	45,265.82	45,265.82	350,334.18	0.00	350,334.18	88.56
R03	INTER-GOVERNMENTAL							
170-990-4200-990	Grant Revenue	7,500,000.00	0.00	0.00	7,500,000.00	0.00	7,500,000.00	100.00
	R03 Sub Totals:	7,500,000.00	0.00	0.00	7,500,000.00	0.00	7,500,000.00	100.00
R06	REVENUE FROM USE OF ASSET							
170-990-4700-990	Interest Earned-Drainage Fund	2,500.00	314.40	314.40	2,185.60	0.00	2,185.60	87.42
170-990-4820-990	Sale of Drainage Property	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
	R06 Sub Totals:	14,500.00	314.40	314.40	14,185.60	0.00	14,185.60	97.83
R07	OTHER INCOME							
170-990-4800-990	Drainage Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	7,910,100.00	45,580.22	45,580.22	7,864,519.78	0.00	7,864,519.78	99.42
E10	PERSONNEL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
170-990-5010-990	Drainage Salaries	81,850.00	3,260.96	3,260.96	78,589.04	0.00	78,589.04	96.02
170-990-5020-990	Drainage Overtime	5,500.00	820.48	820.48	4,679.52	0.00	4,679.52	85.08
170-990-5030-990	Drainage Part Time	12,000.00	906.50	906.50	11,093.50	0.00	11,093.50	92.45
170-990-5070-990	Availability Allowance	721.00	15.00	15.00	706.00	0.00	706.00	97.92
170-990-5170-990	Drainage Social Security	7,601.00	379.71	379.71	7,221.29	0.00	7,221.29	95.00
170-990-5180-990	Drainage Retirement	4,543.00	213.01	213.01	4,329.99	0.00	4,329.99	95.31
170-990-5190-990	Drainage Health Insurance	15,106.00	599.94	599.94	14,506.06	0.00	14,506.06	96.03
170-990-5210-990	Drainage Workers Compensation	4,352.00	0.00	0.00	4,352.00	0.00	4,352.00	100.00
170-990-5380-990	Drainage Uniforms	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	100.00
	E10 Sub Totals:	132,923.00	6,195.60	6,195.60	126,727.40	0.00	126,727.40	95.34
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	14,250.00	87.90	87.90	14,162.10	0.00	14,162.10	99.38
170-990-5300-990	Drainage Insurance & Bonds	400.00	0.00	0.00	400.00	0.00	400.00	100.00
170-990-5330-990	Drainage Equipment Maintenance	15,000.00	973.98	973.98	14,026.02	5,795.21	8,230.81	54.87
170-990-5530-990	Drainage Fuels/Lubricants	7,500.00	516.53	516.53	6,983.47	0.00	6,983.47	93.11
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	20,000.00	35.00	35.00	19,965.00	904.00	19,061.00	95.31
	E20 Sub Totals:	57,150.00	1,613.41	1,613.41	55,536.59	6,699.21	48,837.38	85.45
E30	CAPITAL OUTLAY							
170-990-6380-990	Lease Purchase Payments	2,629.00	0.00	0.00	2,629.00	0.00	2,629.00	100.00
	E30 Sub Totals:	2,629.00	0.00	0.00	2,629.00	0.00	2,629.00	100.00
	Expense Sub Totals:	192,702.00	7,809.01	7,809.01	184,892.99	6,699.21	178,193.78	92.47
	Dept 990 Sub Totals:	-7,717,398.00	-37,771.21	-37,771.21	-7,679,626.79	6,699.21		
	Fund Revenue Sub Totals:	8,704,811.00	45,580.22	45,580.22	8,659,230.78	0.00	8,659,230.78	99.48
	Fund Expense Sub Totals:	9,173,816.00	7,809.01	7,809.01	9,166,006.99	6,699.21	9,159,307.78	99.84
	Fund 170 Sub Totals:	469,005.00	-37,771.21	-37,771.21	506,776.21	6,699.21		
Fund 175	Senior Center Sales Tax							
Dept 175-000	Non-Departmental							
R90	TRANSFERS IN							
175-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3364-000	Transfer to Mtce Reserve	40,000.00	3,333.00	3,333.00	36,667.00	0.00	36,667.00	91.67
	R90 Sub Totals:	40,000.00	3,333.00	3,333.00	36,667.00	0.00	36,667.00	91.67
	Revenue Sub Totals:	40,000.00	3,333.00	3,333.00	36,667.00	0.00	36,667.00	91.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90	TRANSFERS OUT							
175-000-3214-000	Transfer to 2014 Series COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3221-000	Transfer to 2021 Series DS	53,680.00	2,851.06	2,851.06	50,828.94	0.00	50,828.94	94.69
175-000-3264-000	Transfer to Mtce Reserve	40,000.00	3,333.00	3,333.00	36,667.00	0.00	36,667.00	91.67
175-000-3285-000	Trns to Capital Improvement	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
	E90 Sub Totals:	243,680.00	6,184.06	6,184.06	237,495.94	0.00	237,495.94	97.46
	Expense Sub Totals:	243,680.00	6,184.06	6,184.06	237,495.94	0.00	237,495.94	97.46
	Dept 000 Sub Totals:	203,680.00	2,851.06	2,851.06	200,828.94	0.00		
Dept 175-175								
R01	TAXES							
175-175-4030-175	Sales Tax - 1/16-Cent	164,834.00	18,860.81	18,860.81	145,973.19	0.00	145,973.19	88.56
	R01 Sub Totals:	164,834.00	18,860.81	18,860.81	145,973.19	0.00	145,973.19	88.56
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	400.00	60.96	60.96	339.04	0.00	339.04	84.76
175-175-4820-175	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	400.00	60.96	60.96	339.04	0.00	339.04	84.76
R07	OTHER INCOME							
175-175-4800-175	Senior Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	165,234.00	18,921.77	18,921.77	146,312.23	0.00	146,312.23	88.55
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	5,242.00	297.60	297.60	4,944.40	0.00	4,944.40	94.32
175-175-5020-175	Senior Center Overtime	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-5170-175	Senior Center Social Security	440.00	22.76	22.76	417.24	0.00	417.24	94.83
175-175-5180-175	Senior Center Retirement	299.00	0.00	0.00	299.00	0.00	299.00	100.00
175-175-5190-175	Senior Center Health Insurance	1,209.00	0.00	0.00	1,209.00	0.00	1,209.00	100.00
175-175-5210-175	Senior Center Workers Comp.	252.00	0.00	0.00	252.00	0.00	252.00	100.00
175-175-5360-175	Senior Center Memb/Train/Trvl	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E10 Sub Totals:	8,242.00	320.36	320.36	7,921.64	0.00	7,921.64	96.11
E20	OPERATING COSTS							
175-175-5260-175	Senior Center Prof. Services	6,580.00	0.00	0.00	6,580.00	0.00	6,580.00	100.00
175-175-5300-175	Senior Center Ins. & Bonds	4,881.00	0.00	0.00	4,881.00	0.00	4,881.00	100.00
175-175-5320-175	Senior Center Facility Maint.	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
175-175-5330-175	Senior Center Equipment Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-5590-175	Senior Center General Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
175-175-5610-175	Senior Center Activity/Event	3,000.00	128.00	128.00	2,872.00	0.00	2,872.00	95.73
175-175-5700-175	Senior Center Comp., Software	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-6300-175	Senior Center Electricity	23,343.00	0.00	0.00	23,343.00	0.00	23,343.00	100.00
175-175-6350-175	Senior Center Phones	4,260.00	352.47	352.47	3,907.53	0.00	3,907.53	91.73
	E20 Sub Totals:	56,064.00	480.47	480.47	55,583.53	0.00	55,583.53	99.14
	Expense Sub Totals:	64,306.00	800.83	800.83	63,505.17	0.00	63,505.17	98.75
	Dept 175 Sub Totals:	-100,928.00	-18,120.94	-18,120.94	-82,807.06	0.00		
	Fund Revenue Sub Totals:	205,234.00	22,254.77	22,254.77	182,979.23	0.00	182,979.23	89.16
	Fund Expense Sub Totals:	307,986.00	6,984.89	6,984.89	301,001.11	0.00	301,001.11	97.73
	Fund 175 Sub Totals:	102,752.00	-15,269.88	-15,269.88	118,021.88	0.00		
Fund 180	Parks Sales Tax							
Dept 180-000	Non-Departmental							
R90	TRANSFERS IN							
180-000-3343-000	Transfer from Other Funds	470,500.00	0.00	0.00	470,500.00	0.00	470,500.00	100.00
180-000-3390-000	Transfer from Parks Sales Tax	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	R90 Sub Totals:	510,500.00	0.00	0.00	510,500.00	0.00	510,500.00	100.00
	Revenue Sub Totals:	510,500.00	0.00	0.00	510,500.00	0.00	510,500.00	100.00
E90	TRANSFERS OUT							
180-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3241-000	Transfer to GC fm Parks -Mtce	61,992.00	5,166.00	5,166.00	56,826.00	0.00	56,826.00	91.67
180-000-3285-000	Trns to Capital Improvement	578,900.00	0.00	0.00	578,900.00	0.00	578,900.00	100.00
180-000-3290-000	Transfer to Parks Recreation	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	E90 Sub Totals:	680,892.00	5,166.00	5,166.00	675,726.00	0.00	675,726.00	99.24
	Expense Sub Totals:	680,892.00	5,166.00	5,166.00	675,726.00	0.00	675,726.00	99.24
	Dept 000 Sub Totals:	170,392.00	5,166.00	5,166.00	165,226.00	0.00		
Dept 180-750								
R01	TAXES							
180-750-4030-750	Sales Tax Parks	593,400.00	67,898.72	67,898.72	525,501.28	0.00	525,501.28	88.56
	R01 Sub Totals:	593,400.00	67,898.72	67,898.72	525,501.28	0.00	525,501.28	88.56
R03	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-4200-750	Grant Revenue	89,172.00	0.00	0.00	89,172.00	0.00	89,172.00	100.00
	R03 Sub Totals:	89,172.00	0.00	0.00	89,172.00	0.00	89,172.00	100.00
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	4,500.00	616.16	616.16	3,883.84	0.00	3,883.84	86.31
	R04 Sub Totals:	4,500.00	616.16	616.16	3,883.84	0.00	3,883.84	86.31
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,500.00	180.00	180.00	2,320.00	0.00	2,320.00	92.80
180-750-4500-752	RV Pad Rental	5,500.00	800.00	800.00	4,700.00	0.00	4,700.00	85.45
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	93.44	93.44	1,306.56	0.00	1,306.56	93.33
180-750-4760-750	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-750-4820-750	Sale and Use of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	9,400.00	1,073.44	1,073.44	8,326.56	0.00	8,326.56	88.58
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	0.00	4,500.00	4,500.00	-4,500.00	0.00	-4,500.00	0.00
180-750-4990-753	Skate Park Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	4,500.00	4,500.00	-4,500.00	0.00	-4,500.00	0.00
	Revenue Sub Totals:	696,472.00	74,088.32	74,088.32	622,383.68	0.00	622,383.68	89.36
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	227,974.00	11,723.52	11,723.52	216,250.48	0.00	216,250.48	94.86
180-750-5020-750	Parks Overtime	5,000.00	1,609.88	1,609.88	3,390.12	0.00	3,390.12	67.80
180-750-5070-750	Availability Allowance	1,080.00	60.00	60.00	1,020.00	0.00	1,020.00	94.44
180-750-5170-750	Parks Social Security	17,823.00	1,004.19	1,004.19	16,818.81	0.00	16,818.81	94.37
180-750-5180-750	Parks Retirement	12,115.00	708.19	708.19	11,406.81	0.00	11,406.81	94.15
180-750-5190-750	Parks Health Insurance	52,869.00	2,858.10	2,858.10	50,010.90	0.00	50,010.90	94.59
180-750-5210-750	Parks Workers Compensation	10,205.00	0.00	0.00	10,205.00	0.00	10,205.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5380-750	Parks Uniforms	3,500.00	1,041.16	1,041.16	2,458.84	0.00	2,458.84	70.25
	E10 Sub Totals:	331,566.00	19,005.04	19,005.04	312,560.96	0.00	312,560.96	94.27
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,700.00	287.79	287.79	2,412.21	0.00	2,412.21	89.34
180-750-5300-750	Parks Insurance and Bonds	23,587.00	0.00	0.00	23,587.00	0.00	23,587.00	100.00
180-750-5320-750	Parks Facility Maintenance	28,000.00	2,784.36	2,784.36	25,215.64	0.00	25,215.64	90.06
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-5330-750	Parks Equipment Maintenance	18,000.00	452.80	452.80	17,547.20	0.00	17,547.20	97.48
180-750-5331-750	Helicopter Maintenance	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
180-750-5530-750	Parks Fuels/Lubricants	12,000.00	1,209.19	1,209.19	10,790.81	0.00	10,790.81	89.92
180-750-5590-750	Parks General Supplies	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
180-750-5590-752	RV Park Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5610-750	Christmas Lighting	4,000.00	286.53	286.53	3,713.47	0.00	3,713.47	92.84
180-750-5630-750	Wading Pool Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5700-750	Parks Computer/Software	3,132.00	0.00	0.00	3,132.00	0.00	3,132.00	100.00
180-750-6300-750	Parks Electricity	15,237.00	0.00	0.00	15,237.00	0.00	15,237.00	100.00
180-750-6310-750	Parks Heating Fuels	5,616.00	0.00	0.00	5,616.00	0.00	5,616.00	100.00
180-750-6350-750	Parks Phones	4,584.00	352.47	352.47	4,231.53	0.00	4,231.53	92.31
180-750-6410-750	Flowers & Plants	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
	E20 Sub Totals:	149,356.00	5,373.14	5,373.14	143,982.86	0.00	143,982.86	96.40
	Expense Sub Totals:	480,922.00	24,378.18	24,378.18	456,543.82	0.00	456,543.82	94.93
	Dept 750 Sub Totals:	-215,550.00	-49,710.14	-49,710.14	-165,839.86	0.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
180-940-5330-940	Swim Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-940-5590-940	Parks - Swim General Supplies	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	2,922.00	0.00	0.00	2,922.00	0.00	2,922.00	100.00
	E20 Sub Totals:	56,922.00	0.00	0.00	56,922.00	0.00	56,922.00	100.00
	Expense Sub Totals:	56,922.00	0.00	0.00	56,922.00	0.00	56,922.00	100.00
	Dept 940 Sub Totals:	56,922.00	0.00	0.00	56,922.00	0.00		
	Fund Revenue Sub Totals:	1,206,972.00	74,088.32	74,088.32	1,132,883.68	0.00	1,132,883.68	93.86
	Fund Expense Sub Totals:	1,218,736.00	29,544.18	29,544.18	1,189,191.82	0.00	1,189,191.82	97.58
	Fund 180 Sub Totals:	11,764.00	-44,544.14	-44,544.14	56,308.14	0.00		
Fund 195	Auditorium Sales Tax							
Dept 195-000	Non-Departmental							
E90	TRANSFERS OUT							
195-000-3214-000	Transfer to 2014 COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195-000-3221-000	Transfer to 2021 Series DS	213,719.00	11,404.23	11,404.23	202,314.77	0.00	202,314.77	94.66
195-000-3285-000	Trns to Capital Improvement	331,500.00	0.00	0.00	331,500.00	0.00	331,500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E90 Sub Totals:	545,219.00	11,404.23	11,404.23	533,814.77	0.00	533,814.77	97.91
	Expense Sub Totals:	545,219.00	11,404.23	11,404.23	533,814.77	0.00	533,814.77	97.91
	Dept 000 Sub Totals:	545,219.00	11,404.23	11,404.23	533,814.77	0.00		
Dept 195-114								
R06	REVENUE FROM USE OF ASSET							
195-114-4500-114	Lampo Rental Fees	13,000.00	1,350.00	1,350.00	11,650.00	0.00	11,650.00	89.62
	R06 Sub Totals:	13,000.00	1,350.00	1,350.00	11,650.00	0.00	11,650.00	89.62
	Revenue Sub Totals:	13,000.00	1,350.00	1,350.00	11,650.00	0.00	11,650.00	89.62
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00	100.00
195-114-5300-114	Lampo Insurance and Bonds	2,242.00	0.00	0.00	2,242.00	0.00	2,242.00	100.00
195-114-5320-114	Lampo Facility Maintenance	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
195-114-5330-114	Lampo Equipment Mtce	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
195-114-5590-114	Lampo General Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
195-114-6300-114	Lampo Electricity	7,517.00	0.00	0.00	7,517.00	0.00	7,517.00	100.00
195-114-6310-114	Lampo Heating Fuels	2,649.00	0.00	0.00	2,649.00	0.00	2,649.00	100.00
	E20 Sub Totals:	25,508.00	0.00	0.00	25,508.00	0.00	25,508.00	100.00
	Expense Sub Totals:	25,508.00	0.00	0.00	25,508.00	0.00	25,508.00	100.00
	Dept 114 Sub Totals:	12,508.00	-1,350.00	-1,350.00	13,858.00	0.00		
Dept 195-195								
R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	494,499.00	56,582.44	56,582.44	437,916.56	0.00	437,916.56	88.56
	R01 Sub Totals:	494,499.00	56,582.44	56,582.44	437,916.56	0.00	437,916.56	88.56
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	14,000.00	3,088.00	3,088.00	10,912.00	0.00	10,912.00	77.94
195-195-4520-195	Auditorium Sound Fees	3,000.00	237.50	237.50	2,762.50	0.00	2,762.50	92.08
195-195-4700-195	Interest Earned-Auditorium Fd	1,000.00	252.69	252.69	747.31	0.00	747.31	74.73
	R06 Sub Totals:	18,000.00	3,578.19	3,578.19	14,421.81	0.00	14,421.81	80.12
	Revenue Sub Totals:	512,499.00	60,160.63	60,160.63	452,338.37	0.00	452,338.37	88.26
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	21,294.00	1,681.18	1,681.18	19,612.82	0.00	19,612.82	92.10

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
195-195-5020-195	Auditorium Overtime	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
195-195-5030-195	Auditorium Part Time	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
195-195-5170-195	Auditorium Social Security	2,241.00	128.62	128.62	2,112.38	0.00	2,112.38	94.26
195-195-5180-195	Auditorium Retirement	1,420.00	19.83	19.83	1,400.17	0.00	1,400.17	98.60
195-195-5190-195	Auditorium Health Insurance	4,910.00	0.00	0.00	4,910.00	0.00	4,910.00	100.00
195-195-5210-195	Auditorium Workers Comp.	1,284.00	0.00	0.00	1,284.00	0.00	1,284.00	100.00
	E10 Sub Totals:	39,149.00	1,829.63	1,829.63	37,319.37	0.00	37,319.37	95.33
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
195-195-5300-195	Auditorium Insurance & Bonds	18,762.00	0.00	0.00	18,762.00	0.00	18,762.00	100.00
195-195-5320-195	Auditorium Facility Maint.	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
195-195-5330-195	Auditorium Equipment Maint.	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
195-195-5590-195	Auditorium General Supplies	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
195-195-6300-195	Auditorium Electricity	32,994.00	0.00	0.00	32,994.00	0.00	32,994.00	100.00
195-195-6310-195	Auditorium Heating Fuels	10,593.00	0.00	0.00	10,593.00	0.00	10,593.00	100.00
195-195-6350-195	Auditorium Phones	4,236.00	352.47	352.47	3,883.53	0.00	3,883.53	91.68
	E20 Sub Totals:	106,585.00	352.47	352.47	106,232.53	0.00	106,232.53	99.67
	Expense Sub Totals:	145,734.00	2,182.10	2,182.10	143,551.90	0.00	143,551.90	98.50
	Dept 195 Sub Totals:	-366,765.00	-57,978.53	-57,978.53	-308,786.47	0.00		
	Fund Revenue Sub Totals:	525,499.00	61,510.63	61,510.63	463,988.37	0.00	463,988.37	88.29
	Fund Expense Sub Totals:	716,461.00	13,586.33	13,586.33	702,874.67	0.00	702,874.67	98.10
	Fund 195 Sub Totals:	190,962.00	-47,924.30	-47,924.30	238,886.30	0.00		
Fund 212	2012 A&B							
Dept 212-000	Non-Departmental							
R90	TRANSFERS IN							
212-000-3314-000	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-000-3320-000	Transfer fm Other Funds	2,453.00	483.03	483.03	1,969.97	0.00	1,969.97	80.31
	R90 Sub Totals:	2,453.00	483.03	483.03	1,969.97	0.00	1,969.97	80.31
	Revenue Sub Totals:	2,453.00	483.03	483.03	1,969.97	0.00	1,969.97	80.31
	Dept 000 Sub Totals:	-2,453.00	-483.03	-483.03	-1,969.97	0.00		
Dept 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	500.00	0.00	0.00	500.00	0.00	500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R06 Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	Revenue Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
E50	DEBT SERVICE - INTEREST & FI							
212-212-5920-212	2012 A & B Interest	46.00	483.03	483.03	-437.03	0.00	-437.03	0.00
212-212-5930-212	2012 Paying Agent Fees	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E50 Sub Totals:	1,046.00	483.03	483.03	562.97	0.00	562.97	53.82
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	1,407.00	0.00	0.00	1,407.00	0.00	1,407.00	100.00
	E55 Sub Totals:	1,407.00	0.00	0.00	1,407.00	0.00	1,407.00	100.00
	Expense Sub Totals:	2,453.00	483.03	483.03	1,969.97	0.00	1,969.97	80.31
	Dept 212 Sub Totals:	1,953.00	483.03	483.03	1,469.97	0.00		
	Fund Revenue Sub Totals:	2,953.00	483.03	483.03	2,469.97	0.00	2,469.97	83.64
	Fund Expense Sub Totals:	2,453.00	483.03	483.03	1,969.97	0.00	1,969.97	80.31
	Fund 212 Sub Totals:	-500.00	0.00	0.00	-500.00	0.00		
Fund 213	2013 Series Spc Obl Bond							
Dept 213-000	Non-Departmental							
R90	TRANSFERS IN							
213-000-3373-000	Transfer from Street Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200								
R90	TRANSFERS IN							
213-200-0331-400	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 200 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 213-213								
R06	REVENUE FROM USE OF ASSET							
213-213-4700-213	Interest Earned	0.00	3.46	3.46	-3.46	0.00	-3.46	0.00
	R06 Sub Totals:	0.00	3.46	3.46	-3.46	0.00	-3.46	0.00
	Revenue Sub Totals:	0.00	3.46	3.46	-3.46	0.00	-3.46	0.00
E50	DEBT SERVICE - INTEREST & FI							
213-213-5920-213	2013 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
213-213-5940-213	2013 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
213-213-5910-213	2013 SpObl Principal Pymt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 213 Sub Totals:	0.00	-3.46	-3.46	3.46	0.00		
	Fund Revenue Sub Totals:	0.00	3.46	3.46	-3.46	0.00	-3.46	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 213 Sub Totals:	0.00	-3.46	-3.46	3.46	0.00		
Fund 214	2014 A&B Series							
Dept 214-000	Non-Departmental							
R90	TRANSFERS IN							
214-000-3314-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-000-3320-000	Transfer to	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 214-214								
R06	REVENUE FROM USE OF ASSET							
214-214-4700-214	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
214-214-5920-214	2014 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-5940-214	2014 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
214-214-5910-214	2014 Series Principal Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 216	2016 Series COPs							
Dept 216-000								
R90	TRANSFERS IN							
216-000-3376-000	Transfer in from Other Funds	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	R90 Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Revenue Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Dept 000 Sub Totals:	-251,950.00	0.00	0.00	-251,950.00	0.00		
Dept 216-216								
R06	REVENUE FROM USE OF ASSET							
216-216-4700-216	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
216-216-5920-216	Interest Expense 2016 Series	57,200.00	0.00	0.00	57,200.00	0.00	57,200.00	100.00
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	0.00	4,750.00	0.00	4,750.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E50 Sub Totals:	61,950.00	0.00	0.00	61,950.00	0.00	61,950.00	100.00
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	E55 Sub Totals:	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	Expense Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Dept 216 Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00		
	Fund Revenue Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Fund Expense Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Fund 216 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
221-000-3321-000	Transfer in 2021 Series DS	500,501.00	28,510.57	28,510.57	471,990.43	0.00	471,990.43	94.30
	R90 Sub Totals:	500,501.00	28,510.57	28,510.57	471,990.43	0.00	471,990.43	94.30
	Revenue Sub Totals:	500,501.00	28,510.57	28,510.57	471,990.43	0.00	471,990.43	94.30
	Dept 000 Sub Totals:	-500,501.00	-28,510.57	-28,510.57	-471,990.43	0.00		
Dept 221-221	2021 Special Obligation Bonds							
R06	REVENUE FROM USE OF ASSET							
221-221-4700-221	Interest Earned 2021 Series	0.00	0.78	0.78	-0.78	0.00	-0.78	0.00
	R06 Sub Totals:	0.00	0.78	0.78	-0.78	0.00	-0.78	0.00
R10	NON-OPERATING REVENUES							
221-221-4750-221	Bond Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.78	0.78	-0.78	0.00	-0.78	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	43,001.00	28,510.57	28,510.57	14,490.43	0.00	14,490.43	33.70
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
221-221-5950-221	2021 Series Cost of Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E50 Sub Totals:	45,501.00	28,510.57	28,510.57	16,990.43	0.00	16,990.43	37.34
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	455,000.00	0.00	0.00	455,000.00	0.00	455,000.00	100.00
	E55 Sub Totals:	455,000.00	0.00	0.00	455,000.00	0.00	455,000.00	100.00
	Expense Sub Totals:	500,501.00	28,510.57	28,510.57	471,990.43	0.00	471,990.43	94.30
	Dept 221 Sub Totals:	500,501.00	28,509.79	28,509.79	471,991.21	0.00		
	Fund Revenue Sub Totals:	500,501.00	28,511.35	28,511.35	471,989.65	0.00	471,989.65	94.30
	Fund Expense Sub Totals:	500,501.00	28,510.57	28,510.57	471,990.43	0.00	471,990.43	94.30
	Fund 221 Sub Totals:	0.00	-0.78	-0.78	0.78	0.00		
Fund 290	Employee Insurance							
Dept 290-290								
R06	REVENUE FROM USE OF ASSET							
290-290-4700-290	Interest Earned-Employee Ins.	100.00	10.79	10.79	89.21	0.00	89.21	89.21
	R06 Sub Totals:	100.00	10.79	10.79	89.21	0.00	89.21	89.21
R10	NON-OPERATING REVENUES							
290-290-4951-290	City Portion for Ins Shortage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-290-4960-290	Employee Portion-Insurance	158,000.00	11,948.52	11,948.52	146,051.48	0.00	146,051.48	92.44
	R10 Sub Totals:	158,000.00	11,948.52	11,948.52	146,051.48	0.00	146,051.48	92.44
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	859,507.00	59,654.20	59,654.20	799,852.80	0.00	799,852.80	93.06
	R90 Sub Totals:	859,507.00	59,654.20	59,654.20	799,852.80	0.00	799,852.80	93.06
	Revenue Sub Totals:	1,017,607.00	71,613.51	71,613.51	945,993.49	0.00	945,993.49	92.96
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	859,506.00	57,484.66	57,484.66	802,021.34	0.00	802,021.34	93.31
290-290-6150-290	Health Insurance Fees Dependnt	158,000.00	10,047.75	10,047.75	147,952.25	0.00	147,952.25	93.64
	E25 Sub Totals:	1,017,506.00	67,532.41	67,532.41	949,973.59	0.00	949,973.59	93.36
	Expense Sub Totals:	1,017,506.00	67,532.41	67,532.41	949,973.59	0.00	949,973.59	93.36
	Dept 290 Sub Totals:	-101.00	-4,081.10	-4,081.10	3,980.10	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	0.00	2,995.24	2,995.24	-2,995.24	0.00	-2,995.24	0.00
290-291-6130-290	Dental Insurance Dependent	0.00	1,392.46	1,392.46	-1,392.46	0.00	-1,392.46	0.00
290-291-6135-290	Vision Insurance	0.00	564.12	564.12	-564.12	0.00	-564.12	0.00
	E25 Sub Totals:	0.00	4,951.82	4,951.82	-4,951.82	0.00	-4,951.82	0.00
	Expense Sub Totals:	0.00	4,951.82	4,951.82	-4,951.82	0.00	-4,951.82	0.00
	Dept 291 Sub Totals:	0.00	4,951.82	4,951.82	-4,951.82	0.00		
	Fund Revenue Sub Totals:	1,017,607.00	71,613.51	71,613.51	945,993.49	0.00	945,993.49	92.96
	Fund Expense Sub Totals:	1,017,506.00	72,484.23	72,484.23	945,021.77	0.00	945,021.77	92.88
	Fund 290 Sub Totals:	-101.00	870.72	870.72	-971.72	0.00		
Fund 300	Capital Improvement Sales Tax							
Dept 300-000	Non-Departmental							
R90	TRANSFERS IN							
300-000-3385-000	Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-111	Transfer fm City Clerk	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
300-000-3385-112	Transfer fm General Admin	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
300-000-3385-115	Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-118	Transfer fm Recycle Center	114,000.00	0.00	0.00	114,000.00	0.00	114,000.00	100.00
300-000-3385-120	Transfer fm Police Dept	314,052.00	0.00	0.00	314,052.00	0.00	314,052.00	100.00
300-000-3385-130	Transfer fm Fire Department	363,767.00	0.00	0.00	363,767.00	0.00	363,767.00	100.00
300-000-3385-160	Transfer fm Airport	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00	100.00
300-000-3385-170	Transfer fm Drainage	8,981,114.00	0.00	0.00	8,981,114.00	0.00	8,981,114.00	100.00
300-000-3385-175	Transfer fm Senior Center	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
300-000-3385-180	Transfer fm Parks & Rec	578,900.00	0.00	0.00	578,900.00	0.00	578,900.00	100.00
300-000-3385-195	Transfer fm Auditorium	331,500.00	0.00	0.00	331,500.00	0.00	331,500.00	100.00
300-000-3385-204	Transfer fm Cemetery	81,000.00	0.00	0.00	81,000.00	0.00	81,000.00	100.00
300-000-3385-450	Transfer fm Golf Course	244,400.00	0.00	0.00	244,400.00	0.00	244,400.00	100.00
300-000-3385-800	Transfer fm Streets Dept	257,500.00	0.00	0.00	257,500.00	0.00	257,500.00	100.00
	R90 Sub Totals:	12,081,233.00	0.00	0.00	12,081,233.00	0.00	12,081,233.00	100.00
	Revenue Sub Totals:	12,081,233.00	0.00	0.00	12,081,233.00	0.00	12,081,233.00	100.00
E90	TRANSFERS OUT							
300-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3242-000	Transfer to Golf Cap Imp Debt	251,950.00	20,996.00	20,996.00	230,954.00	0.00	230,954.00	91.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
300-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	251,950.00	20,996.00	20,996.00	230,954.00	0.00	230,954.00	91.67
	Expense Sub Totals:	251,950.00	20,996.00	20,996.00	230,954.00	0.00	230,954.00	91.67
	Dept 000 Sub Totals:	-11,829,283.00	20,996.00	20,996.00	-11,850,279.00	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	326,412.00	37,721.34	37,721.34	288,690.66	0.00	288,690.66	88.44
	R01 Sub Totals:	326,412.00	37,721.34	37,721.34	288,690.66	0.00	288,690.66	88.44
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	132.47	132.47	1,067.53	0.00	1,067.53	88.96
	R06 Sub Totals:	1,200.00	132.47	132.47	1,067.53	0.00	1,067.53	88.96
R07	OTHER INCOME							
300-300-4800-300	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	327,612.00	37,853.81	37,853.81	289,758.19	0.00	289,758.19	88.45
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
300-300-5790-112	Capital Impr./Purchase GenAdm	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
300-300-5790-115	Capital Impr/Purch Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-300-5790-130	Capital Impr/Purch Fire Dept	363,767.00	0.00	0.00	363,767.00	13,361.04	350,405.96	96.33
300-300-5790-175	Capital Impr/Purch Senior Cent	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
300-300-5790-195	Capital Impr/Purch Auditorium	331,500.00	0.00	0.00	331,500.00	8,500.00	323,000.00	97.44
300-300-5790-204	Capital Impr/Purch IOOF	81,000.00	0.00	0.00	81,000.00	49,276.48	31,723.52	39.16
300-300-5790-300	Capital Improvement/Purchases	0.00	0.00	0.00	0.00	219,898.00	-219,898.00	0.00
300-300-5790-430	Capital Impr/Purch Golf Course	244,400.00	0.00	0.00	244,400.00	5,899.60	238,500.40	97.59
300-300-5790-750	Capital Impr/Purch Parks & Rec	578,900.00	2,546.89	2,546.89	576,353.11	0.00	576,353.11	99.56
300-300-5790-800	Capital Impr/Purch Street Dept	257,500.00	0.00	0.00	257,500.00	486,196.67	-228,696.67	0.00
300-300-5790-990	Capital Impr/Purch Drainage	8,981,114.00	0.00	0.00	8,981,114.00	639,933.08	8,341,180.92	92.87
	E30 Sub Totals:	11,253,181.00	2,546.89	2,546.89	11,250,634.11	1,423,064.87	9,827,569.24	87.33
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	114,000.00	0.00	0.00	114,000.00	0.00	114,000.00	100.00
300-300-5790-120	Capital Impr/Purch Police Dept	314,052.00	494.09	494.09	313,557.91	16,289.89	297,268.02	94.66
300-300-5790-160	Capital Impr/Purch Airport	400,000.00	0.00	0.00	400,000.00	45,289.72	354,710.28	88.68
	E90 Sub Totals:	828,052.00	494.09	494.09	827,557.91	61,579.61	765,978.30	92.50

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	12,081,233.00	3,040.98	3,040.98	12,078,192.02	1,484,644.48	10,593,547.54	87.69
	Dept 300 Sub Totals:	11,753,621.00	-34,812.83	-34,812.83	11,788,433.83	1,484,644.48		
	Fund Revenue Sub Totals:	12,408,845.00	37,853.81	37,853.81	12,370,991.19	0.00	12,370,991.19	99.69
	Fund Expense Sub Totals:	12,333,183.00	24,036.98	24,036.98	12,309,146.02	1,484,644.48	10,824,501.54	87.77
	Fund 300 Sub Totals:	-75,662.00	-13,816.83	-13,816.83	-61,845.17	1,484,644.48		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							
E90	TRANSFERS OUT							
310-000-3210-000	Tran to General Adm 3% Adm Cst	2,831.00	236.00	236.00	2,595.00	0.00	2,595.00	91.66
310-000-3255-000	Transfer to -Celebrate	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3256-000	Tran to -Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3257-000	Transfer to-Bluegrass	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	32,831.00	236.00	236.00	32,595.00	0.00	32,595.00	99.28
	Expense Sub Totals:	32,831.00	236.00	236.00	32,595.00	0.00	32,595.00	99.28
	Dept 000 Sub Totals:	32,831.00	236.00	236.00	32,595.00	0.00		
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	94,373.00	5,270.76	5,270.76	89,102.24	0.00	89,102.24	94.41
	R01 Sub Totals:	94,373.00	5,270.76	5,270.76	89,102.24	0.00	89,102.24	94.41
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	950.00	98.50	98.50	851.50	0.00	851.50	89.63
	R06 Sub Totals:	950.00	98.50	98.50	851.50	0.00	851.50	89.63
	Revenue Sub Totals:	95,323.00	5,369.26	5,369.26	89,953.74	0.00	89,953.74	94.37
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	101,898.00	39.14	39.14	101,858.86	0.00	101,858.86	99.96
310-310-6520-330	Easter Event	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	101,898.00	39.14	39.14	101,858.86	0.00	101,858.86	99.96
	Expense Sub Totals:	101,898.00	39.14	39.14	101,858.86	0.00	101,858.86	99.96

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 310 Sub Totals:	6,575.00	-5,330.12	-5,330.12	11,905.12	0.00		
	Fund Revenue Sub Totals:	95,323.00	5,369.26	5,369.26	89,953.74	0.00	89,953.74	94.37
	Fund Expense Sub Totals:	134,729.00	275.14	275.14	134,453.86	0.00	134,453.86	99.80
	Fund 310 Sub Totals:	39,406.00	-5,094.12	-5,094.12	44,500.12	0.00		
Fund 360	Tax Incremental Financing							
Dept 360-000	Non-Departmental							
R01	TAXES							
360-000-3300-000	Sales Tax TIF City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360								
R01	TAXES							
360-360-4900-360	Real Est. Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4910-360	Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
360-360-4700-360	Interest Earned-TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10	NON-OPERATING REVENUES							
360-360-4900-000	CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E25	NON-OPERATING EXPENSE							
360-360-5590-360	TIF Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
360-360-6980-360	TIF Reim. W/WW 2012A&B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 450	Golf Course							
Dept 450-000	Non-Departmental							
R90	TRANSFERS IN							
450-000-3340-000	Transfer fm General	290,399.99	0.00	0.00	290,399.99	0.00	290,399.99	100.00
450-000-3341-000	Transfer fm Parks -Mtce	61,992.00	5,166.00	5,166.00	56,826.00	0.00	56,826.00	91.67
450-000-3342-000	Transfer fm Capital Imp	251,950.00	20,996.00	20,996.00	230,954.00	0.00	230,954.00	91.67
	R90 Sub Totals:	604,341.99	26,162.00	26,162.00	578,179.99	0.00	578,179.99	95.67
	Revenue Sub Totals:	604,341.99	26,162.00	26,162.00	578,179.99	0.00	578,179.99	95.67
E90	TRANSFERS OUT							
450-000-3276-000	Transfer to 2016 DS	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
450-000-3285-000	Trns to Capital Improvement	244,400.00	0.00	0.00	244,400.00	0.00	244,400.00	100.00
	E90 Sub Totals:	496,350.00	0.00	0.00	496,350.00	0.00	496,350.00	100.00
	Expense Sub Totals:	496,350.00	0.00	0.00	496,350.00	0.00	496,350.00	100.00
	Dept 000 Sub Totals:	-107,991.99	-26,162.00	-26,162.00	-81,829.99	0.00		
Dept 450-150								
R04	CHARGES FOR SERVICES							
450-150-4350-430	Golf Course Fees	124,413.00	13,580.00	13,580.00	110,833.00	0.00	110,833.00	89.08
450-150-4352-430	City Tournament Fees	14,400.00	9,968.00	9,968.00	4,432.00	0.00	4,432.00	30.78
450-150-4370-430	Passes for Fees	75,500.00	3,985.00	3,985.00	71,515.00	0.00	71,515.00	94.72
450-150-4993-430	Advertising Revenue	3,500.00	250.00	250.00	3,250.00	0.00	3,250.00	92.86
	R04 Sub Totals:	217,813.00	27,783.00	27,783.00	190,030.00	0.00	190,030.00	87.24
R06	REVENUE FROM USE OF ASSET							
450-150-4360-430	Golf Cart Rentals	114,982.00	14,041.00	14,041.00	100,941.00	0.00	100,941.00	87.79
450-150-4390-430	Driving Range Revenue	5,000.00	1,088.00	1,088.00	3,912.00	0.00	3,912.00	78.24
450-150-4500-430	Communtity Room Rental	1,700.00	0.00	0.00	1,700.00	0.00	1,700.00	100.00
450-150-4700-430	Interest Earned-Golf Course	0.00	19.31	19.31	-19.31	0.00	-19.31	0.00
450-150-4760-430	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-4820-430	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	121,682.00	15,148.31	15,148.31	106,533.69	0.00	106,533.69	87.55
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	0.00	2.75	2.75	-2.75	0.00	-2.75	0.00
	R07 Sub Totals:	0.00	2.75	2.75	-2.75	0.00	-2.75	0.00
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	30,000.00	3,860.00	3,860.00	26,140.00	0.00	26,140.00	87.13
450-150-4420-430	Golf Concessions Revenue	30,000.00	5,206.25	5,206.25	24,793.75	0.00	24,793.75	82.65
	R08 Sub Totals:	60,000.00	9,066.25	9,066.25	50,933.75	0.00	50,933.75	84.89
	Revenue Sub Totals:	399,495.00	52,000.31	52,000.31	347,494.69	0.00	347,494.69	86.98
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	153,130.00	8,740.11	8,740.11	144,389.89	0.00	144,389.89	94.29
450-150-5020-430	Golf Course Overtime	5,000.00	1,086.47	1,086.47	3,913.53	0.00	3,913.53	78.27
450-150-5030-430	Golf Course Part Time	84,000.00	9,406.12	9,406.12	74,593.88	0.00	74,593.88	88.80
450-150-5070-430	Availability Allowance	0.00	30.00	30.00	-30.00	0.00	-30.00	0.00
450-150-5170-430	Golf Course Social Security	18,523.00	1,471.21	1,471.21	17,051.79	0.00	17,051.79	92.06
450-150-5180-430	Golf Course Retirement	8,223.00	367.81	367.81	7,855.19	0.00	7,855.19	95.53
450-150-5190-430	Golf Course Health Insurance	30,211.00	1,199.88	1,199.88	29,011.12	0.00	29,011.12	96.03
450-150-5210-430	Golf Course Workers Comp.	10,606.00	0.00	0.00	10,606.00	0.00	10,606.00	100.00
450-150-5360-430	Golf Course Member/Train/Trvl	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
450-150-5380-430	Uniforms	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	E10 Sub Totals:	314,193.00	22,301.60	22,301.60	291,891.40	0.00	291,891.40	92.90
E20	OPERATING COSTS							
450-150-5260-430	Golf Course Prof. Services	14,056.00	748.01	748.01	13,307.99	0.00	13,307.99	94.68
450-150-5270-430	Golf Course Credit Card Fees	9,000.00	1,231.81	1,231.81	7,768.19	0.00	7,768.19	86.31
450-150-5300-430	Golf Insurance & Bonds	13,772.00	0.00	0.00	13,772.00	0.00	13,772.00	100.00
450-150-5310-430	Golf Course Concession Cost	30,000.00	1,141.50	1,141.50	28,858.50	0.00	28,858.50	96.20
450-150-5314-430	Golf Course Accessories	25,000.00	85.00	85.00	24,915.00	0.00	24,915.00	99.66
450-150-5320-430	Golf Facility Maintenance	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
450-150-5325-430	Grounds Maintenance	46,000.00	0.00	0.00	46,000.00	0.00	46,000.00	100.00
450-150-5330-430	Golf Equipment Maintenance	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
450-150-5335-430	Golf Cart Maintenance	3,500.00	134.54	134.54	3,365.46	0.00	3,365.46	96.16
450-150-5350-430	Driving Range Expense	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
450-150-5530-430	Golf Course Fuels/Lubricants	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
450-150-5540-430	Golf Course Chemicals	55,000.00	-915.46	-915.46	55,915.46	0.00	55,915.46	101.66
450-150-5590-430	Golf Course General Supplies	6,000.00	120.44	120.44	5,879.56	0.00	5,879.56	97.99
450-150-5610-430	City Tournament Expense	0.00	3,000.00	3,000.00	-3,000.00	0.00	-3,000.00	0.00
450-150-5700-430	Golf Course Computer/Software	1,454.00	0.00	0.00	1,454.00	0.00	1,454.00	100.00
450-150-6300-430	Golf Course Electricity	16,532.00	0.00	0.00	16,532.00	0.00	16,532.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-6350-430	Golf Course Phones	5,400.00	352.47	352.47	5,047.53	0.00	5,047.53	93.47
	E20 Sub Totals:	272,214.00	5,898.31	5,898.31	266,315.69	0.00	266,315.69	97.83
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease Payments	28,210.00	2,350.78	2,350.78	25,859.22	0.00	25,859.22	91.67
	E30 Sub Totals:	28,210.00	2,350.78	2,350.78	25,859.22	0.00	25,859.22	91.67
	Expense Sub Totals:	614,617.00	30,550.69	30,550.69	584,066.31	0.00	584,066.31	95.03
	Dept 150 Sub Totals:	215,122.00	-21,449.62	-21,449.62	236,571.62	0.00		
	Fund Revenue Sub Totals:	1,003,836.99	78,162.31	78,162.31	925,674.68	0.00	925,674.68	92.21
	Fund Expense Sub Totals:	1,110,967.00	30,550.69	30,550.69	1,080,416.31	0.00	1,080,416.31	97.25
	Fund 450 Sub Totals:	107,130.01	-47,611.62	-47,611.62	154,741.63	0.00		
Fund 500	Water/Wastewater							
Dept 500-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3306-000	Transfer fm ARPA	841,420.00	0.00	0.00	841,420.00	0.00	841,420.00	100.00
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	202,790.00	16,899.00	16,899.00	185,891.00	0.00	185,891.00	91.67
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	578,716.00	7,585.00	7,585.00	571,131.00	0.00	571,131.00	98.69
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	12,500.00	137,500.00	0.00	137,500.00	91.67
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	20,833.00	229,167.00	0.00	229,167.00	91.67
	R90 Sub Totals:	2,022,926.00	57,817.00	57,817.00	1,965,109.00	0.00	1,965,109.00	97.14
	Revenue Sub Totals:	2,022,926.00	57,817.00	57,817.00	1,965,109.00	0.00	1,965,109.00	97.14
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	202,790.00	16,899.00	16,899.00	185,891.00	0.00	185,891.00	91.67
500-000-3261-000	Transfer to WW Rplcmt Reserve	91,021.00	7,585.00	7,585.00	83,436.00	0.00	83,436.00	91.67
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	12,500.00	137,500.00	0.00	137,500.00	91.67
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	20,833.00	229,167.00	0.00	229,167.00	91.67
	E90 Sub Totals:	693,811.00	57,817.00	57,817.00	635,994.00	0.00	635,994.00	91.67
	Expense Sub Totals:	693,811.00	57,817.00	57,817.00	635,994.00	0.00	635,994.00	91.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	-1,329,115.00	0.00	0.00	-1,329,115.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	929.00	337.46	337.46	591.54	0.00	591.54	63.67
500-212-5930-212	Admin. Fee 2012 A	2,049.00	0.00	0.00	2,049.00	0.00	2,049.00	100.00
	E50 Sub Totals:	2,978.00	337.46	337.46	2,640.54	0.00	2,640.54	88.67
	Expense Sub Totals:	2,978.00	337.46	337.46	2,640.54	0.00	2,640.54	88.67
	Dept 212 Sub Totals:	2,978.00	337.46	337.46	2,640.54	0.00		
Dept 500-500								
E02	DEPRECIATION EXPENSE							
500-500-5990-500	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-510								
R04	CHARGES FOR SERVICES							
500-510-3510-510	Penalties/Utility Bills	107,000.00	8,862.23	8,862.23	98,137.77	0.00	98,137.77	91.72
500-510-3530-510	Residential Trash Billing	545,280.00	50,088.63	50,088.63	495,191.37	0.00	495,191.37	90.81
500-510-3540-510	Service Application Fee	8,300.00	585.00	585.00	7,715.00	0.00	7,715.00	92.95
500-510-3580-510	Trash Tag Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-3600-510	Billing Customers-Water	2,200,000.00	206,974.45	206,974.45	1,993,025.55	0.00	1,993,025.55	90.59
500-510-4792-510	Online Surcharge Fees	11,000.00	504.76	504.76	10,495.24	0.00	10,495.24	95.41
	R04 Sub Totals:	2,871,580.00	267,015.07	267,015.07	2,604,564.93	0.00	2,604,564.93	90.70
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	8,913.16	8,913.16	41,866.84	0.00	41,866.84	82.45
500-510-4700-510	Interest Earned-Water/WW	15,000.00	1,493.56	1,493.56	13,506.44	0.00	13,506.44	90.04
500-510-4760-510	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	65,780.00	10,406.72	10,406.72	55,373.28	0.00	55,373.28	84.18
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	-67.86	-67.86	67.86	0.00	67.86	0.00
	R07 Sub Totals:	0.00	-67.86	-67.86	67.86	0.00	67.86	0.00
	Revenue Sub Totals:	2,937,360.00	277,353.93	277,353.93	2,660,006.07	0.00	2,660,006.07	90.56

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	297,377.00	20,681.16	20,681.16	276,695.84	0.00	276,695.84	93.05
500-510-5020-510	Water Admin Overtime	3,000.00	454.94	454.94	2,545.06	0.00	2,545.06	84.84
500-510-5170-510	Water Admin Social Security	22,979.00	1,529.46	1,529.46	21,449.54	0.00	21,449.54	93.34
500-510-5180-510	Water Admin Retirement	15,620.00	1,102.87	1,102.87	14,517.13	0.00	14,517.13	92.94
500-510-5185-510	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-5190-510	Water Admin Health Insurance	49,093.00	3,643.42	3,643.42	45,449.58	0.00	45,449.58	92.58
500-510-5210-510	Water Admin Workers Comp.	13,157.00	0.00	0.00	13,157.00	0.00	13,157.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	7,084.00	-75.00	-75.00	7,159.00	0.00	7,159.00	101.06
	E10 Sub Totals:	408,310.00	27,336.85	27,336.85	380,973.15	0.00	380,973.15	93.30
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	96,447.00	1,852.04	1,852.04	94,594.96	0.00	94,594.96	98.08
500-510-5270-510	Water Admin Credit Card Fees	38,000.00	4,179.75	4,179.75	33,820.25	0.00	33,820.25	89.00
500-510-5273-510	Collection Agency Charges	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
500-510-5300-510	Water Admin Insurance & Bonds	600.00	0.00	0.00	600.00	0.00	600.00	100.00
500-510-5330-510	Water Admin Equipment Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
500-510-5590-510	Water Admin General Supplies	55,840.00	0.00	0.00	55,840.00	0.00	55,840.00	100.00
500-510-5700-510	Water Admin Comp., Software	2,916.00	0.00	0.00	2,916.00	0.00	2,916.00	100.00
500-510-6260-510	Trash Service Paid	518,016.00	190.00	190.00	517,826.00	0.00	517,826.00	99.96
500-510-6350-510	Water Admin Phones	4,800.00	400.00	400.00	4,400.00	0.00	4,400.00	91.67
	E20 Sub Totals:	720,619.00	6,621.79	6,621.79	713,997.21	0.00	713,997.21	99.08
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	1,128,929.00	33,958.64	33,958.64	1,094,970.36	0.00	1,094,970.36	96.99
	Dept 510 Sub Totals:	-1,808,431.00	-243,395.29	-243,395.29	-1,565,035.71	0.00		
Dept 500-530								
R03	INTER-GOVERNMENTAL							
500-530-4200-530	Grant Revenue	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
	R03 Sub Totals:	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	130,000.00	11,230.05	11,230.05	118,769.95	0.00	118,769.95	91.36
500-530-3610-531	Water Taps	58,000.00	3,755.00	3,755.00	54,245.00	0.00	54,245.00	93.53
	R04 Sub Totals:	188,000.00	14,985.05	14,985.05	173,014.95	0.00	173,014.95	92.03
R06	REVENUE FROM USE OF ASSET							
500-530-4760-530	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-4820-530	Sale of Property	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
	R06 Sub Totals:	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
R07	OTHER INCOME							
500-530-4800-530	D&M Miscellaneous	0.00	286.50	286.50	-286.50	0.00	-286.50	0.00
500-530-4800-531	Meter Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	286.50	286.50	-286.50	0.00	-286.50	0.00
	Revenue Sub Totals:	5,208,000.00	15,271.55	15,271.55	5,192,728.45	0.00	5,192,728.45	99.71
E02	DEPRECIATION EXPENSE							
500-530-5990-530	Depreciation	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
	E02 Sub Totals:	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	349,937.00	24,397.01	24,397.01	325,539.99	0.00	325,539.99	93.03
500-530-5010-531	Meter Read/Mtnce. Salaries	115,714.00	8,250.23	8,250.23	107,463.77	0.00	107,463.77	92.87
500-530-5020-530	Water Distribution Overtime	19,000.00	1,786.39	1,786.39	17,213.61	0.00	17,213.61	90.60
500-530-5020-531	Meter Reading Overtime	8,000.00	347.90	347.90	7,652.10	0.00	7,652.10	95.65
500-530-5070-530	Availability Allowance	1,800.00	120.00	120.00	1,680.00	0.00	1,680.00	93.33
500-530-5070-531	Availability Allowance	1,080.00	90.00	90.00	990.00	0.00	990.00	91.67
500-530-5170-530	Water Distribution Soc'l Sec.	28,224.00	1,992.35	1,992.35	26,231.65	0.00	26,231.65	92.94
500-530-5170-531	Meter Program Social Security	10,536.00	651.60	651.60	9,884.40	0.00	9,884.40	93.82
500-530-5180-530	Water Distribution Retirement	19,185.00	1,245.72	1,245.72	17,939.28	0.00	17,939.28	93.51
500-530-5180-531	Meter Program Retirement	6,434.00	452.74	452.74	5,981.26	0.00	5,981.26	92.96
500-530-5185-530	Pension Expense	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
500-530-5190-530	Water Distribution Health Ins.	67,975.00	5,399.46	5,399.46	62,575.54	0.00	62,575.54	92.06
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,799.82	1,799.82	20,859.18	0.00	20,859.18	92.06
500-530-5210-530	Water Distribution Work Comp	16,160.00	0.00	0.00	16,160.00	0.00	16,160.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,032.00	0.00	0.00	6,032.00	0.00	6,032.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
500-530-5380-530	Water Distribution Uniforms	5,000.00	1,852.30	1,852.30	3,147.70	0.00	3,147.70	62.95
500-530-5380-531	Meter Program Uniforms	1,875.00	150.00	150.00	1,725.00	0.00	1,725.00	92.00
	E10 Sub Totals:	724,611.00	48,535.52	48,535.52	676,075.48	0.00	676,075.48	93.30
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	64,400.00	569.81	569.81	63,830.19	0.00	63,830.19	99.12
500-530-5300-530	Water Distribution Ins & Bonds	13,248.00	0.00	0.00	13,248.00	0.00	13,248.00	100.00
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	94,000.00	0.00	0.00	94,000.00	0.00	94,000.00	100.00
500-530-5330-530	Water Distribution Equip Maint	40,000.00	1,017.42	1,017.42	38,982.58	4,414.24	34,568.34	86.42
500-530-5330-531	Meter Program Equipment Maint.	25,000.00	0.00	0.00	25,000.00	8,700.00	16,300.00	65.20
500-530-5530-530	Water Distribution Fuels	35,000.00	3,179.49	3,179.49	31,820.51	0.00	31,820.51	90.92
500-530-5530-531	Meter Program Fuels/Lubricants	7,000.00	858.80	858.80	6,141.20	0.00	6,141.20	87.73

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5590-530	Water Distrib. Gen Supplies	4,000.00	133.92	133.92	3,866.08	0.00	3,866.08	96.65
500-530-5590-531	Meter Program General Supplies	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
500-530-5620-530	Water Distribution Line Repair	100,000.00	598.40	598.40	99,401.60	4,345.63	95,055.97	95.06
500-530-5650-531	Meter Program Meter Sets	55,000.00	0.00	0.00	55,000.00	29,882.53	25,117.47	45.67
500-530-5700-530	Water Distrib. Comp., Software	2,954.00	0.00	0.00	2,954.00	0.00	2,954.00	100.00
500-530-5700-531	Meter Reading Comp/Software	2,146.00	112.91	112.91	2,033.09	0.00	2,033.09	94.74
500-530-6300-530	Water Distribution Electricity	6,068.00	0.00	0.00	6,068.00	0.00	6,068.00	100.00
500-530-6310-530	Water Distrib. Heating Fuels	2,005.00	0.00	0.00	2,005.00	0.00	2,005.00	100.00
500-530-6350-530	Water Dist Telephones	5,400.00	372.77	372.77	5,027.23	0.00	5,027.23	93.10
500-530-6390-530	Water Distribution Minor Equip	6,000.00	50.76	50.76	5,949.24	0.00	5,949.24	99.15
	E20 Sub Totals:	463,721.00	6,894.28	6,894.28	456,826.72	47,342.40	409,484.32	88.30
E30	CAPITAL OUTLAY							
500-530-5660-531	Meter Replacement Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5780-530	D&M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5790-530	Water Dist Capital Purchases	6,474,114.00	8,500.00	8,500.00	6,465,614.00	67,980.00	6,397,634.00	98.82
500-530-5790-531	Meter Program Capital Equip	12,000.00	0.00	0.00	12,000.00	9,772.00	2,228.00	18.57
500-530-6380-530	Lease Purchase Payments	7,227.00	0.00	0.00	7,227.00	0.00	7,227.00	100.00
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	6,493,341.00	8,500.00	8,500.00	6,484,841.00	77,752.00	6,407,089.00	98.67
E50	DEBT SERVICE - INTEREST & FI							
500-530-5920-596	2011 DNR SRF Interest Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	7,901,673.00	63,929.80	63,929.80	7,837,743.20	125,094.40	7,712,648.80	97.61
	Dept 530 Sub Totals:	2,693,673.00	48,658.25	48,658.25	2,645,014.75	125,094.40		
Dept 500-610								
R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	193,012.00	0.00	0.00	193,012.00	0.00	193,012.00	100.00
500-610-4205-610	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	193,012.00	0.00	0.00	193,012.00	0.00	193,012.00	100.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	70,000.00	7,870.74	7,870.74	62,129.26	0.00	62,129.26	88.76
500-610-3590-610	Billings to Customers WW	2,131,000.00	196,461.77	196,461.77	1,934,538.23	0.00	1,934,538.23	90.78
500-610-3610-610	Sewer Saddle Charges	3,000.00	100.00	100.00	2,900.00	0.00	2,900.00	96.67
	R04 Sub Totals:	2,204,000.00	204,432.51	204,432.51	1,999,567.49	0.00	1,999,567.49	90.72
R06	REVENUE FROM USE OF ASSET							
500-610-4760-520	Filtration Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-4760-610	Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	2,397,012.00	204,432.51	204,432.51	2,192,579.49	0.00	2,192,579.49	91.47
E02	DEPRECIATION EXPENSE							
500-610-5990-610	Depreciation	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
	E02 Sub Totals:	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
E10	PERSONNEL							
500-610-5185-520	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5185-610	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
500-610-5250-610	Wastewater Rent Expense	9,700.00	808.34	808.34	8,891.66	0.00	8,891.66	91.67
500-610-5260-520	Water Plant Prof. Services	34,780.00	0.00	0.00	34,780.00	0.00	34,780.00	100.00
500-610-5260-610	Wastewater Prof. Services	71,600.00	1,834.27	1,834.27	69,765.73	0.00	69,765.73	97.44
500-610-5300-520	Water Plant Insurance & Bonds	72,751.00	0.00	0.00	72,751.00	0.00	72,751.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	43,318.00	0.00	0.00	43,318.00	0.00	43,318.00	100.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-610-5320-610	Wastewater Facility Maint.	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
500-610-5330-520	Water Plant Equipment Maint.	23,000.00	0.00	0.00	23,000.00	0.00	23,000.00	100.00
500-610-5330-610	Wastewater Equipment Maint.	90,000.00	26.74	26.74	89,973.26	0.00	89,973.26	99.97
500-610-5530-520	Water Plant Fuels/Lubricants	1,000.00	68.95	68.95	931.05	0.00	931.05	93.11
500-610-5530-610	Wastewater Fuels/Lubricants	15,000.00	5,329.92	5,329.92	9,670.08	0.00	9,670.08	64.47
500-610-5590-520	Water Plant General Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
500-610-5590-610	Wastewater General Supplies	500.00	0.00	0.00	500.00	0.00	500.00	100.00
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
500-610-5700-520	Filtration Comp., Software	300.00	0.00	0.00	300.00	0.00	300.00	100.00
500-610-5700-610	Wastewater Comp., Software	196.00	0.00	0.00	196.00	0.00	196.00	100.00
500-610-5800-520	Alliance Contract	153,384.00	34,455.70	34,455.70	118,928.30	0.00	118,928.30	77.54
500-610-5800-610	Alliance Contract	974,353.00	66,884.63	66,884.63	907,468.37	0.00	907,468.37	93.14
500-610-6300-520	Filtration Electricity	330,074.00	0.00	0.00	330,074.00	0.00	330,074.00	100.00
500-610-6300-610	Wastewater Electricity	246,770.00	0.00	0.00	246,770.00	0.00	246,770.00	100.00
500-610-6310-520	Filtration Heating Fuels	5,532.00	0.00	0.00	5,532.00	0.00	5,532.00	100.00
500-610-6310-610	Wastewater Heating Fuels	7,000.00	0.00	0.00	7,000.00	0.00	7,000.00	100.00
500-610-6350-520	Filtration Phones	10,020.00	631.38	631.38	9,388.62	0.00	9,388.62	93.70

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-6350-610	Wastewater Phones	9,300.00	704.94	704.94	8,595.06	0.00	8,595.06	92.42
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,136,778.00	110,744.87	110,744.87	2,026,033.13	0.00	2,026,033.13	94.82
E30	CAPITAL OUTLAY							
500-610-5780-520	Filtration Cap. Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5780-610	WW Vehicle	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
500-610-5790-520	Filtration Capital- Other	721,763.00	307,700.00	307,700.00	414,063.00	152,575.91	261,487.09	36.23
500-610-5790-610	WW Capital Equipment	174,000.00	0.00	0.00	174,000.00	43,227.18	130,772.82	75.16
500-610-5810-619	WW Line Capital Improvemt	6,379,114.00	134,527.29	134,527.29	6,244,586.71	317,366.14	5,927,220.57	92.92
	E30 Sub Totals:	7,319,877.00	442,227.29	442,227.29	6,877,649.71	513,169.23	6,364,480.48	86.95
	Expense Sub Totals:	10,056,655.00	552,972.16	552,972.16	9,503,682.84	513,169.23	8,990,513.61	89.40
	Dept 610 Sub Totals:	7,659,643.00	348,539.65	348,539.65	7,311,103.35	513,169.23		
Dept 500-640								
R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	33,953.00	337.46	337.46	33,615.54	0.00	33,615.54	99.01
	R90 Sub Totals:	33,953.00	337.46	337.46	33,615.54	0.00	33,615.54	99.01
	Revenue Sub Totals:	33,953.00	337.46	337.46	33,615.54	0.00	33,615.54	99.01
E02	DEPRECIATION EXPENSE							
500-640-5980-640	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
500-640-5920-646	Interest on 2009B	35,587.00	0.00	0.00	35,587.00	0.00	35,587.00	100.00
500-640-5920-648	2011 Water Imprm Interest Exp.	79,834.00	0.00	0.00	79,834.00	0.00	79,834.00	100.00
500-640-5930-645	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-640-5930-646	Paying Agent Fee - 2009B	12,148.00	0.00	0.00	12,148.00	0.00	12,148.00	100.00
500-640-5930-648	2011 Water Impr. Adm Fees	27,030.00	0.00	0.00	27,030.00	0.00	27,030.00	100.00
	E50 Sub Totals:	154,599.00	0.00	0.00	154,599.00	0.00	154,599.00	100.00
	Expense Sub Totals:	154,599.00	0.00	0.00	154,599.00	0.00	154,599.00	100.00
	Dept 640 Sub Totals:	120,646.00	-337.46	-337.46	120,983.46	0.00		
	Fund Revenue Sub Totals:	12,599,251.00	555,212.45	555,212.45	12,044,038.55	0.00	12,044,038.55	95.59

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	19,938,645.00	709,015.06	709,015.06	19,229,629.94	638,263.63	18,591,366.31	93.24
	Fund 500 Sub Totals:	7,339,394.00	153,802.61	153,802.61	7,185,591.39	638,263.63		
Fund 653	FEMA DR 4250 Flooding							
Dept 653-653	FEMA DR 4250 Flooding							
R03	INTER-GOVERNMENTAL							
653-653-4660-653	FEMA Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
653-653-5590-653	FEMA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 654	FEMA DR Flooding							
Dept 654-654	FEMA DR Flooding							
R03	INTER-GOVERNMENTAL							
654-654-4660-654	FEMA DR Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 680	CDBG Public Service Pass Through							
Dept 680-000	Non-Departmental							
R03	INTER-GOVERNMENTAL							
680-000-2099-000	CDBG transfer fm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 680 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 700	Abbott Brothers Trust							
Dept 700-000	Non-Departmental							
E90	TRANSFERS OUT							
700-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 700-700								
R06	REVENUE FROM USE OF ASSET							
700-700-4570-700	Farm Proceeds	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
700-700-4700-700	Int. Earned-Abbott Brothers Fd	50.00	11.79	11.79	38.21	0.00	38.21	76.42
	R06 Sub Totals:	1,050.00	11.79	11.79	1,038.21	0.00	1,038.21	98.88
R07	OTHER INCOME							
700-700-4760-700	Farm Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	1,050.00	11.79	11.79	1,038.21	0.00	1,038.21	98.88
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	200.00	0.00	0.00	200.00	0.00	200.00	100.00
700-700-5440-700	Real Estate Taxes	158.00	0.00	0.00	158.00	0.00	158.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	358.00	0.00	0.00	358.00	0.00	358.00	100.00
	Expense Sub Totals:	358.00	0.00	0.00	358.00	0.00	358.00	100.00
	Dept 700 Sub Totals:	-692.00	-11.79	-11.79	-680.21	0.00		
	Fund Revenue Sub Totals:	1,050.00	11.79	11.79	1,038.21	0.00	1,038.21	98.88
	Fund Expense Sub Totals:	358.00	0.00	0.00	358.00	0.00	358.00	100.00
	Fund 700 Sub Totals:	-692.00	-11.79	-11.79	-680.21	0.00		
Fund 710	Morse Park Trust							
Dept 710-710								
R06	REVENUE FROM USE OF ASSET							
710-710-4700-710	Interest Earned-Morse Park Fd	13.00	1.09	1.09	11.91	0.00	11.91	91.62
	R06 Sub Totals:	13.00	1.09	1.09	11.91	0.00	11.91	91.62
	Revenue Sub Totals:	13.00	1.09	1.09	11.91	0.00	11.91	91.62
	Dept 710 Sub Totals:	-13.00	-1.09	-1.09	-11.91	0.00		
	Fund Revenue Sub Totals:	13.00	1.09	1.09	11.91	0.00	11.91	91.62
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-13.00	-1.09	-1.09	-11.91	0.00		
Fund 800	Street Department Sales Tax							
Dept 800-000	Non-Departmental							
E90	TRANSFERS OUT							
800-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3216-000	Transfer to Airport -Land	5,660.00	471.67	471.67	5,188.33	0.00	5,188.33	91.67
800-000-3220-000	Transfer to 2012A&B Fund	2,453.00	145.57	145.57	2,307.43	0.00	2,307.43	94.07
800-000-3285-000	Trns to Capital Improvement	257,500.00	0.00	0.00	257,500.00	0.00	257,500.00	100.00
	E90 Sub Totals:	265,613.00	617.24	617.24	264,995.76	0.00	264,995.76	99.77
	Expense Sub Totals:	265,613.00	617.24	617.24	264,995.76	0.00	264,995.76	99.77
	Dept 000 Sub Totals:	265,613.00	617.24	617.24	264,995.76	0.00		
Dept 800-800	Street Dept							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	989,085.00	113,164.52	113,164.52	875,920.48	0.00	875,920.48	88.56
800-800-4090-800	Vehicle Sales Tax	85,000.00	10,329.61	10,329.61	74,670.39	0.00	74,670.39	87.85
800-800-4130-800	Sanitation Enforcement	15,800.00	3,797.63	3,797.63	12,002.37	0.00	12,002.37	75.96
800-800-4280-800	Gasoline Tax	315,000.00	38,274.50	38,274.50	276,725.50	0.00	276,725.50	87.85
	R01 Sub Totals:	1,404,885.00	165,566.26	165,566.26	1,239,318.74	0.00	1,239,318.74	88.21
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,000.00	4,272.64	4,272.64	49,727.36	0.00	49,727.36	92.09
	R02 Sub Totals:	54,000.00	4,272.64	4,272.64	49,727.36	0.00	49,727.36	92.09
R03	INTER-GOVERNMENTAL							
800-800-4850-800	TDD Road Mtce Contract	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00
	R03 Sub Totals:	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00
R06	REVENUE FROM USE OF ASSET							
800-800-4700-800	Interest Earned-Street Fund	4,000.00	628.07	628.07	3,371.93	0.00	3,371.93	84.30
800-800-4820-800	Street Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	4,000.00	628.07	628.07	3,371.93	0.00	3,371.93	84.30
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	1,486,910.00	170,466.97	170,466.97	1,316,443.03	0.00	1,316,443.03	88.54
E10	PERSONNEL							
800-800-5010-800	Street Salaries	332,264.00	23,095.99	23,095.99	309,168.01	0.00	309,168.01	93.05
800-800-5020-800	Street Overtime	16,000.00	445.26	445.26	15,554.74	0.00	15,554.74	97.22
800-800-5030-800	Street Part Time	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
800-800-5070-800	Availability Allowance	1,440.00	105.00	105.00	1,335.00	0.00	1,335.00	92.71
800-800-5170-800	Street Social Security	27,561.00	1,760.05	1,760.05	25,800.95	0.00	25,800.95	93.61
800-800-5180-800	Street Retirement	18,110.00	1,229.60	1,229.60	16,880.40	0.00	16,880.40	93.21
800-800-5190-800	Street Health Insurance	60,422.00	4,555.96	4,555.96	55,866.04	0.00	55,866.04	92.46
800-800-5210-800	Street Workers Compensation	15,780.00	0.00	0.00	15,780.00	0.00	15,780.00	100.00
800-800-5360-800	Street Member/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
800-800-5380-800	Street Uniforms	5,000.00	1,468.80	1,468.80	3,531.20	200.00	3,331.20	66.62
	E10 Sub Totals:	490,077.00	32,660.66	32,660.66	457,416.34	200.00	457,216.34	93.29
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	50,000.00	1.00	1.00	49,999.00	0.00	49,999.00	100.00
800-800-5260-800	Street Professional Services	21,032.00	803.82	803.82	20,228.18	5,000.00	15,228.18	72.40
800-800-5300-800	Street Insurance & Bonds	5,126.00	0.00	0.00	5,126.00	0.00	5,126.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5320-800	Street Facility Maintenance	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
800-800-5330-800	Street Equipment Maintenance	50,000.00	4,562.00	4,562.00	45,438.00	507.58	44,930.42	89.86
800-800-5530-800	Street Fuels/Lubricants	40,000.00	3,276.26	3,276.26	36,723.74	0.00	36,723.74	91.81
800-800-5580-800	Street Maintenance Materials	70,000.00	0.00	0.00	70,000.00	2,952.70	67,047.30	95.78
800-800-5590-800	Street General Supplies	3,500.00	139.30	139.30	3,360.70	0.00	3,360.70	96.02
800-800-5600-800	Street Signs and Markings	30,000.00	122.16	122.16	29,877.84	0.00	29,877.84	99.59
800-800-5700-800	Street Computers, Software	3,755.00	0.00	0.00	3,755.00	0.00	3,755.00	100.00
800-800-6300-800	Street Electricity	6,068.00	0.00	0.00	6,068.00	0.00	6,068.00	100.00
800-800-6310-800	Street Heating Fuels	2,649.00	0.00	0.00	2,649.00	0.00	2,649.00	100.00
800-800-6340-800	Street Lights	157,025.00	0.00	0.00	157,025.00	0.00	157,025.00	100.00
800-800-6350-800	Street Phones	4,860.00	259.76	259.76	4,600.24	0.00	4,600.24	94.66
800-800-6390-800	Street Minor Equipment	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
	E20 Sub Totals:	458,515.00	9,164.30	9,164.30	449,350.70	8,460.28	440,890.42	96.16
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00	100.00
800-800-6380-800	Lease Purchase Payments	7,852.00	0.00	0.00	7,852.00	0.00	7,852.00	100.00
	E30 Sub Totals:	407,852.00	0.00	0.00	407,852.00	0.00	407,852.00	100.00
	Expense Sub Totals:	1,356,444.00	41,824.96	41,824.96	1,314,619.04	8,660.28	1,305,958.76	96.28
	Dept 800 Sub Totals:	-130,466.00	-128,642.01	-128,642.01	-1,823.99	8,660.28		
	Fund Revenue Sub Totals:	1,486,910.00	170,466.97	170,466.97	1,316,443.03	0.00	1,316,443.03	88.54
	Fund Expense Sub Totals:	1,622,057.00	42,442.20	42,442.20	1,579,614.80	8,660.28	1,570,954.52	96.85
	Fund 800 Sub Totals:	135,147.00	-128,024.77	-128,024.77	263,171.77	8,660.28		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	26.45	26.45	-26.45	0.00	-26.45	0.00
	R06 Sub Totals:	0.00	26.45	26.45	-26.45	0.00	-26.45	0.00
	Revenue Sub Totals:	0.00	26.45	26.45	-26.45	0.00	-26.45	0.00
	Dept 833 Sub Totals:	0.00	-26.45	-26.45	26.45	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	0.00	26.45	26.45	-26.45	0.00	-26.45	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 833 Sub Totals:	0.00	-26.45	-26.45	26.45	0.00		
Fund 900	Street/Bridge Sales Tax							
Dept 900-000	Non-Departmental							
E55	DEBT SERVICE - PRINCIPLE							
900-000-3273-000	Transfer to 2013 SpObl Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
900-000-3221-000	Transfer to 2021 Series DS	233,102.00	14,255.29	14,255.29	218,846.71	0.00	218,846.71	93.88
	E90 Sub Totals:	233,102.00	14,255.29	14,255.29	218,846.71	0.00	218,846.71	93.88
	Expense Sub Totals:	233,102.00	14,255.29	14,255.29	218,846.71	0.00	218,846.71	93.88
	Dept 000 Sub Totals:	233,102.00	14,255.29	14,255.29	218,846.71	0.00		
Dept 900-900								
R01	TAXES							
900-900-4030-900	Street/Bridge Sales Tax	329,613.00	37,721.31	37,721.31	291,891.69	0.00	291,891.69	88.56
	R01 Sub Totals:	329,613.00	37,721.31	37,721.31	291,891.69	0.00	291,891.69	88.56
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	0.00	215.89	215.89	-215.89	0.00	-215.89	0.00
	R06 Sub Totals:	0.00	215.89	215.89	-215.89	0.00	-215.89	0.00
	Revenue Sub Totals:	329,613.00	37,937.20	37,937.20	291,675.80	0.00	291,675.80	88.49
	Dept 900 Sub Totals:	-329,613.00	-37,937.20	-37,937.20	-291,675.80	0.00		
	Fund Revenue Sub Totals:	329,613.00	37,937.20	37,937.20	291,675.80	0.00	291,675.80	88.49
	Fund Expense Sub Totals:	233,102.00	14,255.29	14,255.29	218,846.71	0.00	218,846.71	93.88
	Fund 900 Sub Totals:	-96,511.00	-23,681.91	-23,681.91	-72,829.09	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	51,060,345.99	2,095,860.25	2,095,860.25	48,964,485.74	0.00	48,964,485.74	95.90
	Expense Totals:	61,293,264.00	1,559,451.61	1,559,451.61	59,733,812.39	2,139,743.52	57,594,068.87	93.96
	Report Totals:	10,232,918.01	-536,408.64	-536,408.64	10,769,326.65	2,139,743.52		

General Ledger

Fund Balance

31-Oct-22

Sort Level	Description	FY2023 Fund Balance Beg Bal		Revenue End Bal		Expense End Bal		Total End Bal
100	General Fund	8,769,266.38	$	692,641.73	$	444,817.57	$	9,017,090.54
120	Police Grants	9,798.40	$	-	$	-	$	9,798.40
124	Shop With a Cop	1,464.01	$	4,131.65	$	58.14	$	5,537.52
130	Fire Sales Tax	670,415.63	$	210,000.25	$	134,598.30	$	745,817.58
170	Drainage Sales Tax	1,114,272.23	$	45,580.22	$	7,809.01	$	1,152,043.44
175	Senior Center Sales Tax	262,152.34	$	22,254.77	$	6,984.89	$	277,422.22
180	Parks Sales Tax	370,517.60	$	74,088.32	$	29,544.18	$	415,061.74
195	Auditorium Sales Tax	876,523.98	$	61,510.63	$	13,586.33	$	924,448.28
212	2012 A&B	5,775.15	$	483.03	$	483.03	$	5,775.15
213	2013 Series Spc Obl Bond	11,582.08	$	3.46	$	-	$	11,585.54
214	2014 A&B Series	150.42	$	-	$	-	$	150.42
216	2016 Series COPs	402,861.29	$	-	$	-	$	402,861.29
221	2021 Special Obligation Bonds	2,625.51	$	28,511.35	$	28,510.57	$	2,626.29
290	Employee Insurance	11,215.39	$	71,613.51	$	72,484.23	$	10,344.67
300	Economic Development Sales Tax	120,267.00	$	37,853.81	$	24,036.98	$	134,083.83
310	Hotel/Motel Tax	305,118.44	$	5,369.26	$	275.14	$	310,212.56
360	Tax Incremental Financing	(468,079.16)	$	-	$	-	$	(468,079.16)
450	Golf Course	457,490.92	$	78,162.31	$	30,550.69	$	505,102.54
500	Water/Wastewater	17,392,037.70	$	555,212.45	$	709,015.06	$	17,238,235.09
653	FEMA DR4250	25,573.84	$	-	$	-	$	25,573.84
654	FEMA DR-4317	30,027.40	$	-	$	-	$	30,027.40
680	CDBG Public Service Pass Through	100.00	$	-	$	-	$	100.00
700	Abbott Brothers Trust	39,475.05	$	11.79	$	-	$	39,486.84
710	Morse Park Trust	3,653.29	$	1.09	$	-	$	3,654.38
800	Street Department Sales Tax	2,141,542.76	$	170,466.97	$	42,442.20	$	2,269,567.53
833	TDD Maintenance	88,528.10	$	26.45	$	-	$	88,554.55
900	Street/Bridge Sales Tax	759,027.97	$	37,937.20	$	14,255.29	$	782,709.88
Grand Total		**$ 33,403,383.72**	**$**	**2,095,860.25**	**$**	**(1,559,451.61)**	**$**	**33,939,792.36**

City of Neosho
Bank Reconciliation - Investment Account
October 31, 2022

Bank:

Bank Balance		$	20,391,260.52
Credit Cards Online Deposit outstanding			945.77
Credit Cards Deposit outstanding			9,970.90
Deposit Outstanding			21,855.65
Reconciled Bank Balance		$	20,424,032.84

Book:

100-000-1200-000	General Fund Investment Acct	$	4,167,364.35
100-000-1202-000	Public Safety Sales Tax	$	1,315,820.24
100-000-1203-000	Cleaning Deposit Investmt Acct	$	2,362.98
100-000-1204-000	I.O.O.F. Trust	$	155,051.90
100-000-1215-000	ARPA Investment Account	$	2,356,685.49
100-000-1218-000	City Hall Donated Funds	$	287.19
100-000-1219-000	Donated Rewards	$	19,832.00
100-000-1220-000	Confiscated Cash	$	14,676.42
100-000-1224-000	I.O.O.F. Cemetery	$	(206,702.42)
120-000-1200-000	Law Enforcement Investmnt Acct	$	8,411.96
124-000-1200-000	Shop With a Cop Investmnt Acct	$	5,537.52
126-000-1200-000	D.A.R.E. Investment Account	$	-
130-000-1200-000	Fire Dept Investment Account	$	632,172.21
170-000-1200-000	Drainage Investment Account	$	1,025,209.83
170-000-1204-000	Project Grant - Lime Kiln Dam	$	27,350.17
175-000-1200-000	Senior Center Investment Acct	$	204,099.90
175-000-1208-000	Senior Center Maintenance Reserve	$	43,329.00
180-000-1200-000	Parks Investment Account	$	282,800.03
180-000-1205-000	SkatePark Donations	$	-
180-000-1206-000	Park Fund Investmnt Acct	$	-
195-000-1200-000	Auditorium Investment Account	$	845,984.56
212-000-1200-000	2012 A&B Investment Account	$	4,274.87
213-000-1200-000	2013 INVESTMENT ACCOUNT	$	11,497.44
213-000-1234-000	2013 Reserved Cash	$	88.10
214-000-1200-000	2014 Series Investment Account	$	150.42
216-000-1200-000	2016 Series Investment Account	$	-
221-000-1200-000	2021 Series Investment Account	$	2,626.29
260-000-1200-000	2006 Bond Investment Account	$	-
270-000-1200-000	2007 Bond Investment Account	$	-
275-000-1200-000	STAR LOAN Investment Account	$	-
280-000-1200-000	2010 Investment Account	$	-
290-000-1200-000	Employee Ins. Investment Acct	$	36,134.63
300-000-1200-000	Economic Devel Investment Acct	$	443,503.16
310-000-1200-000	Hotel/Motel Investment Account	$	329,780.18
310-000-1233-000	Investment Acct Motel Tax	$	-
360-000-1200-000	TIF Sales Tax Investment Acct	$	(2,111,519.76)
360-000-1201-000	TIF Real Estate Investmnt Acct	$	2,371,527.34
450-000-1200-000	Golf Course Investment Account	$	362,726.03
450-000-1205-000	Golf Course Advertising	$	12,218.88
450-000-1209-000	Golf Course Replacement Reserve	$	52,415.33
500-000-1200-000	Water/WW Investment Acct	$	1,742,168.18
500-000-1206-000	Slip Lining Reserve	$	262,500.00
500-000-1207-000	Invest Acct Meter Deposit	$	72,386.11
500-000-1208-000	Main Replacement	$	520,829.00
500-000-1209-000	Meter Replacement Reserve	$	408,464.29
500-000-1210-000	Wastewater Rplcmt Reserve	$	733,156.73
500-000-1214-000	Water Replacement Reserve	$	1,260,678.39
500-000-1269-000	Inv Acct Sewer Dist.#17	$	-
600-000-1200-000	Pedestrian Trail Investmt Acct	$	-
620-000-1200-000	Community Devel. Investmt Acct	$	-
650-000-1200-000	FEMA DR-1961 Investment Acct	$	-
651-000-1200-000	FEMA DR-1980 Investment Acct	$	-
652-000-1200-000	Inv Acct Joplin Disaster	$	-
653-000-1200-000	FEMA DR 4250 Investment	$	25,573.84
654-000-1200-000	FEMA DR 4317 Investment	$	30,027.40
680-000-1200-000	CDBG Public Srvce Pass Through	$	100.00
700-000-1200-000	Abbott Brothers Investmnt Acct	$	39,486.84
710-000-1200-000	Morse Park Fund Investmnt Acct	$	3,654.38
800-000-1200-000	Street Fund Investment Account	$	2,098,419.06
833-000-1200-000	TDD Maintenance	$	88,554.55
900-000-1200-000	Street/Bridge Fd Investmt Acct	$	722,763.80
			20,424,458.81

Reconciling Items to be JE'd:

Lic Pmt recv'd Oct not posted			115.00
charge back recv'd posted Nov			(452.34)
ACH Return 10/20 posted Nov			(88.63)
Reconciled Book Balance		**$**	**20,424,032.84**
		$	-

City of Neosho
Bank Reconciliation - Master Account
October 31, 2022

Bank:

Bank Balance	$	265,799.68
O/S Springbrook Checks		(219,157.20)
Reconciled Bank Balance	$	46,642.48

Book:

Description			
100-000-1000-000	General Fund Master Account	$	46,642.48
120-000-1000-000	Law Enforcement Master Account	$	-
124-000-1000-000	Shop With a Cop Master Account	$	-
126-000-1000-000	D.A.R.E Master Account	$	-
130-000-1000-000	Fire Dept Master Account	$	-
170-000-1000-000	Drainage Master Account	$	-
175-000-1000-000	Senior Center Master Account	$	-
180-000-1000-000	Parks Master Account	$	-
195-000-1000-000	Auditorium Master Account	$	-
205-000-1000-000	Payroll Master Account	$	-
212-000-1000-000	2012 A&B Master Account	$	-
213-000-1000-000	2013 SERIES MASTER ACCOUNT	$	-
214-000-1000-000	2014 Series Master Account	$	-
216-000-1000-000	2016 Series Master Account	$	-
230-000-1000-000	2003 COP Master Account	$	-
260-000-1000-000	2006 A&B Master Account	$	-
270-000-1000-000	2007 A&B Master Account	$	-
275-000-1000-000	STAR LOAN Master Account	$	-
280-000-1000-000	2010 Master Account	$	-
290-000-1000-000	Employee Insurance Master Acct	$	-
300-000-1000-000	Economic Develop. Master Acct	$	-
310-000-1000-000	Hotel/Motel Master Account	$	-
360-000-1000-000	TIF Master Account	$	-
450-000-1000-000	Golf Course Master Account	$	-
500-000-1000-000	Water/Wastewater Master Acct	$	-
620-000-1000-000	Community Develop. Master Acct	$	-
650-000-1000-000	FEMA DR-1961 Master Account	$	-
651-000-1000-000	FEMA DR-1980 Master Account	$	-
652-000-1000-000	Cash in Bank/Joplin Disaster	$	-
653-000-1000-000	FEMA DR4250	$	-
680-000-1000-000	CDBG Public Srvce Pass Through	$	-
700-000-1000-000	Abbott Brothers Master Account	$	-
710-000-1000-000	Morse Park Fund Master Account	$	-
800-000-1000-000	Street Fund Master Account	$	-
900-000-1000-000	Street /Bridge Fd Master Acct	$	-
		$	46,642.48

Reconciling Items to be JE'd:

Reconciled Book Balance		46,642.48
	$	-

Neosho Missouri
FY2023
1% Sales Tax

	Actual Receipts													Monthly			
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	5-year average	% of total by month	2023	**Prior Year Variance**	2023 Budget spread by monthly %	2023 Over Budget spread by month	% over budget
October	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	232,681.81	0.0803	328,442.20	24.29%	$ 221,146.60	107,295.60	48.52%
November	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	186,398.10	0.0643	265,866.85	19.10%	$ 177,157.41	88,709.44	50.07%
December	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	281,740.58	0.0973			$ 267,773.28		0.00%
January	163,624.43	157,995.53	225,965.01	184,266.19	237,579.81	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	215,273.21	0.0743			$ 204,601.03		0.00%
February	162,880.68	188,046.45	163,238.48	180,457.81	192,833.92	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	224,715.30	0.0776			$ 213,575.03		0.00%
March	206,310.88	175,722.20	212,134.80	253,960.93	202,291.40	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	250,126.40	0.0863			$ 237,726.37		0.00%
April	200,282.11	187,452.19	210,118.21	216,941.00	220,818.46	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	234,519.35	0.0810			$ 222,893.05		0.00%
May	141,913.97	217,217.11	166,588.77	167,233.82	175,407.44	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	206,853.87	0.0714			$ 196,599.08		0.00%
June	216,929.95	183,002.38	225,204.65	266,237.00	206,337.97	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	275,465.75	0.0951			$ 261,809.53		0.00%
July	210,907.15	240,874.42	261,163.17	219,443.69	282,704.20	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	274,761.81	0.0948			$ 261,140.48		0.00%
August	128,487.20	144,321.00	147,130.97	166,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	232,598.27	0.0803			$ 221,067.21		0.00%
September	249,227.41	219,375.57	270,281.92	261,057.85	202,776.77	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	281,818.06	0.0973			$ 267,846.93		0.00%
	$ 2,225,806.59	$ 2,235,698.84	$ 2,474,431.50	$ 2,524,407.56	$ 2,482,120.01	$ 2,690,834.66	$ 2,645,088.63	$ 2,779,128.24	$ 3,025,429.43	$ 3,344,281.57	$ 2,896,952.51	100.00%	$ 594,309.05		$ 2,753,336.00		
YTD Variance	**-2.05%**	**0.44%**	**10.68%**	**2.02%**	**-1.68%**	**8.41%**	**-1.70%**	**5.07%**	**8.86%**	**10.54%**			**21.92%**		$ 2,753,336.00		
															Budget YTD ↑		
															-78.41%		
															YTD Budg Var ↑		

Neosho Missouri
FY2023
1% Sales Tax

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% Over/(Under) Prior Year	2023 Budget/12 Mo.	% Over/(Under) 2022 Budget
October	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	24.29%	229,444.67	43.15%
November	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	19.10%	229,444.67	15.87%
December	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32			229,444.67	
January	163,624.43	157,995.53	225,965.01	184,266.19	237,579.81	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16			229,444.67	
February	162,880.68	188,046.45	163,238.48	180,457.81	192,833.92	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82			229,444.67	
March	206,310.88	175,722.20	212,134.80	253,960.93	202,291.40	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21			229,444.67	
April	200,282.11	187,452.19	210,118.21	216,941.00	220,818.46	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98			229,444.67	
May	141,913.97	217,217.11	166,588.77	167,233.82	175,407.44	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27			229,444.67	
June	216,929.95	183,002.38	225,204.65	266,237.00	206,337.97	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32			229,444.67	
July	210,907.15	240,874.42	261,163.17	219,443.69	282,704.20	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24			229,444.67	
August	128,487.20	144,321.00	147,130.97	166,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82			229,444.67	
September	249,227.41	219,375.57	270,281.92	261,057.85	202,776.77	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85			229,444.67	
	$2,225,806.59	$2,235,698.84	$2,474,431.50	$2,524,407.56	$2,482,120.01	$2,690,834.66	$2,645,088.63	$ 2,779,128.24	$ 3,025,429.43	$ 3,344,281.57	$ 594,309.05		$ 2,753,336.00	-78.41%
YTD Variance	-2.05%	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	21.92%			

Neosho Missouri
FY2023
1/2% Public Safety Sales Tax

	Receipts 2021	Receipts 2022	Receipts 2023	% Over/(Under) Prior Year	2023 Budget/12 Mo.	% Over/(Under) 2023 Budget
October	-	128,640.50	150,673.37	17.13%	114,722.33	31.34%
November	7,491.76	110,632.28	131,040.90	18.45%	114,722.33	14.22%
December	100,134.22	153,574.02	-		114,722.33	
January	108,995.23	114,107.06	-		114,722.33	
February	107,444.28	139,564.14	-		114,722.33	
March	131,322.49	118,450.88	-		114,722.33	
April	104,230.71	134,424.40	-		114,722.33	
May	117,689.02	108,276.43	-		114,722.33	
June	146,068.03	159,824.52	-		114,722.33	
July	136,400.20	141,861.49	-		114,722.33	
August	116,259.78	143,452.74	-		114,722.33	
September	138,586.81	151,978.14	-		114,722.33	
	$ 1,214,622.53	$1,604,786.60	$ 281,714.27		$ 1,376,668.00	
YTD Variance	100.00%	32.12%	17.74%			