

NOTICE OF OPEN MEETING

Posted 5:00 p.m., April 11, 2025

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, April 15, 2025 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. April 1, 2025 Open Session Council Minutes
2. Bill No. 2025-20: Emery Sapp & Sons Inc. Agreement for 2025 Overlay
3. Bill No. 2025-21: Amending Code Section 210.190 Dangerous Animals
4. Bill No. 2025-22: Amending the Rezoning of Taylor Asset Management Property
5. Bill No. 2025-23: Amending Chapter 500 Buildings and Building Regulations: Site Survey

UNFINISHED BUSINESS

1. Bill No. 2025-24: Canvassing the Returns of the April 8, 2025 Municipal Election for Council Member Seats...**UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS**
2. Bill No. 2025-25: Canvassing the Returns of the April 8, 2025 Municipal Election-Use Tax...**UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS**

ADJOURN...SINE....DIE

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

RECONVENED SESSION

ELECTION OF MAYOR (Conducted by the City Clerk)

ELECTION OF MAYOR PRO TEMPORE (Conducted by the Mayor)

VISITOR'S BUSINESS

1. Maxim Golf LLC - Golf Course Financial Update
2. Brad Taylor - Safety of Pedestrians in Downtown Square Area

BIDS

1. Sale of City Vehicles-Equipment

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2. Construction Bids for T-Hangar Project

NEW BUSINESS

1. Bill No. 2025-26: Police Facility Group Architect Contract for the Construction of the Public Safety Center
2. Bill No. 2025-27: Contract with Marion Group Construction for T-Hangar Construction
3. Bill No. 2025-28: Contract with QT-Pod, LLC. for Self-Serve Point of Sale Fuel Payment at the Airport
4. Resolution Bill No. 2025-11: Recodification of City Code
5. Resolution Bill No. 2025-12: Memorandum of Agreement between Camp Crowder and the Neosho Police Department
6. 14990 Mallard Drive Water Connection for Future Annexation
7. 1124 Skyline-High Utility Read

REPORT OF CITY OFFICERS

1. March Financial Reports

APPOINTMENTS AND VACANCIES

1. **Neosho Housing Authority Board**

1. Request for Reappointment from Jacob Evans

2. **Golf Course Board**

1. Jay Boice Letter of Resignation

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.
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.
Section 610.021 (3) RSMo...Hiring, firing, disciplining or promoting an employee of a public governmental body.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
April 1, 2025 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Councilman Collinsworth opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson (entered the meeting at 7:02 p.m.), Angela Thomas, Tom Workman

COUNCIL ABSENT:

No members were absent.

CITY OFFICERS PRESENT:

David Kennedy, City Manager; Derek Snyder, City Attorney; and Cheyenne Wright, City Clerk, minutes taken by clerk.

APPROVAL OF AGENDA

Councilman Collinsworth made a motion to Approve the Agenda; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Cobb made a motion to Approve the Consent Agenda:

March 18, 2025 Council Minutes

Bill No. 2025-18

Bill No. 2025-19; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Angela Thomas, Tom Workman

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No: None
Abstain: None
Passed.

VISITOR'S BUSINESS

Mary Hukill - 307 Barton Place

Mary Hukill - 307 Barton Place - addressed the city council requesting a permitting option to be allowed in city limits in certain incidents where a homeowner has to be removed from their residence for repairs where they cannot live in their home during the repairs, such as she had a sewer back-up and cannot live in the home. She also wanted to address storage containers in town for storage of her items while her home is cleaned. She has animals and works out of her home and this causes issues about not being able to live close to her home.

Jacob Evans - Liberty Utilities

Jacob Evans - 922 Macy Drive - addressed the city council regarding the Liberty Utility hike in cost.

BIDS

2025 Overlay and Asphalt Milling Project

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the bid from Emery Sapp & Sons for road surface improvements by an asphalt overlay. This project is for the resurfacing of approximately 4.1 miles of City streets, alleys, and 1 new cemetery road with asphalt. We sent out three bid packets and received three bids.

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$487,102.5, Cemetery Overlay: \$12,218.75, Mobilization \$5,500. Total bid \$504,821.25

Blevins Asphalt: Streets and Alley Overlay and milling: \$491,595.00, Cemetery Overlay: \$11,750.00, Mobilization \$15,000.00. Total bid \$518,345.00

APAC Central, Streets and Alley Overlay and milling: \$547,017.80, Cemetery Overlay: \$14,231.25, Mobilization \$4,200.00. Total bid \$565,449.05

Councilwoman Thomas made a motion to approve the bid from Emery Sapp & Sons in the amount of \$504,821.25 for the 2025 Overlay Project; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

April 1, 2025 Council Minutes

NEW BUSINESS

Bill No. 2025-20: Emery Sapp & Sons Inc. Agreement for 2025 Overlay

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2025-20 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2025-20; Councilwoman Humphrey seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the contract with Emery Sapp & Sons for the 2025 Overlay Project.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Bill No. 2025-21: Amending Code Section 210.190 Dangerous Animals

AN ORDINANCE amending Title II Public Health, Safety, and Welfare, Chapter 210 Animals and Fowl, Article II Dogs and Cats, Section 210.190 Dangerous Animals, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals.

Attorney Snyder read Bill No. 2025-21 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2025-21; Councilman Cobb seconded.

Police Chief Baird addressed the city council stating that the purpose of this item is to seek approval to amend the Dangerous Animals Code, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals. The current "Dangerous Animal" ordinance does not allow any options when dealing with vicious/dangerous animals. The updated ordinance gives the police and courts more options and better direction when dealing with these types of animals.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

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Bill No. 2025-22: Amending the Rezoning of Taylor Asset Management Property

AN ORDINANCE of the City of Neosho to amend Ordinance No. 125-2020 and to amend the Zoning District Map for certain real property within the limits of the City located in the Dogwood Estates Subdivision, Neosho, Missouri, as requested by the owner, Taylor Asset Management, LLC, a Missouri limited liability company, from a District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District.

City Attorney Snyder read Bill No. 2025-22 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2025-22; Councilwoman Thomas seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to correct a rezoning mistake made on Ordinance 125-2020.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Bill No. 2025-23: Amending Chapter 500 Buildings and Building Regulations: Site Survey

AN ORDINANCE of the City of Neosho amending Chapter 500 Buildings and Building Regulations, Article II Building Code by repealing and replacing Section 500.050(B) Paragraph 3. Application for Permit to require survey and plans for building permits.

City Attorney Snyder read Bill No. 2025-23 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2025-23; Councilwoman Robinson seconded.

Development Services Director Leavens addressed the city council, stating that the purpose of this agenda item is to seek council approval for amending Chapter 500 Buildings and Building Regulations. This will add the requirement of supplying a site survey of the location.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

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Resolution Bill No. 2025-09: Memorandum of Agreement with Camp Crowder with the Neosho Fire Department

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Agreement between the City of Neosho Fire Department and the Department of the Army for the purpose of providing fire protection and emergency services to Camp Crowder Training Center and authorizing the Neosho Fire Chief to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2025-09 in title only.

Councilwoman Robinson made a motion to approve and discuss Resolution Bill No. 2025-09; Councilman Workman seconded.

Fire Chief Houk addressed the city council stating that the purpose of this item is to seek approval for the MOU with Camp Crowder and the Neosho Fire Department.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Resolution Bill No. 2025-10: Destruction of Records

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

City Attorney Snyder read Resolution Bill No. 2025-10 in title only.

Councilwoman Robinson made a motion to approve and discuss Resolution Bill No. 2025-10; Councilman Cobb seconded.

City Clerk Wright addressed the city council stating that the purpose of this item is to seek approval for the destruction of records due to these records meeting the retention period set by the Secretary of State's Office.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

City of Neosho GoGov App

Public Information Officer, Jessica Johnson, addressed the city council regarding the use of the GoGov app. She stated that the city has been very responsive to using the Notify Me option on the city website.

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City Manager Kennedy addressed the city council stating that this app has never been utilized by many citizens and when the city went to CivicPlus website, this site has a Notify Me option embedded into it.

REPORT OF CITY OFFICERS

Development Services Director Leavens addressed the city council regarding the first quarter of the city and projects going on within the city.

ADJOURN

There being no further business to come before the city council, Mayor Davidson asked for a motion to adjourn.

Councilman Collinsworth made a motion to adjourn; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 1, 2025 Council Meeting at 7:43 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-20: Emery Sapp & Sons Inc. Agreement for 2025 Overlay

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2025-20 Contract with Emery Sapp Sons Inc. RE asphalt milling and overlay - 2025
 2. Contract Emery Sapp Sons Inc. RE asphalt milling and overlay - 2025
 3. 2025 Overlay and Asphalt Milling Project Bid
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PURPOSE:

To request the council's approval for the mayor to sign the Overlay and Asphalt Milling Agreement with Emery Sapp & Sons Inc.

BACKGROUND:

This is the agreement with Emery Sapp & Sons Inc. to complete resurfacing and milling on approximately 4.2 miles of City Streets, Alleys, and Cemetery Rd. for the approved bid amount of \$504,821.25.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Emery Sapp & Sons Inc. for \$504,821.25 and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25); 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 Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25), 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 April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, 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 Emery Sapp & Sons, Inc., a Missouri Corporation, 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 performing asphalt milling and overlay, 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 performing asphalt milling and overlay, 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 ninety (90) 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. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

a. Streets Overlay 3,904 tons of streets overlay (\$87.75 per unit), 225 linear feet of transition milling (\$9.50 per unit), full mill 37,500 square yard (\$2.50 per unit) and mobilization.

b. Cemetery Overlay. 125 tons of cemetery overlay (\$97.75 per unit).

c. Alley Overlay. 523 tons of alley overlay (\$93.00 per unit) and mobilization.

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 Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

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 produce all necessary bonds and 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. Contractor 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, 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/sovimunity.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. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Intentionally omitted.

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
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Emery Sapp & Sons, Inc.
ATTN: Jesse Wallen
2301 I-70 Drive NW
Columbia, MO 65202

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 Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25)– the full amount of this 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. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Five Hundred Four Thousand Eight Hundred Twenty-One and 25/100 (\$504,821.25)– the full amount of this 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.

26. Prevailing Wages. 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.

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.

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.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

[Remainder of page intentionally left blank – signature page follows]

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

EMERY SAPP & SONS, INC.

Richard Davidson, Mayor

Glen Robertson, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: 2025 Overlay and Asphalt Milling Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bids Recieved 2025 Overlay

2. City of Neosho 2025 Overlay Bid Addendum 1

PURPOSE:

Request council's approval of bids for road surface improvements by an asphalt overlay.

BACKGROUND:

This project is for the resurfacing of approximately 4.1 miles of City streets, alleys, and 1 new cemetery road with asphalt.

We sent out three bid packets and received three bids.

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$487,102.5, Cemetery Overlay: \$12,218.75, Mobilization \$.5,500. Total bid \$504,821.25

Blevins Asphalt: Streets and Alley Overlay and milling: \$491,595.00, Cemetery Overlay: \$11,750.00, Mobilization \$.15,000.00. Total bid \$518,345.00

APAC Central, Streets and Alley Overlay and milling: \$547,017.80, Cemetery Overlay: \$14,231.25, Mobilization \$4,200.00. Total bid \$565,449.05

RECOMMENDATION:

City Staff recommends approving the bid from Emery Sapp & Sons for the total bid amount of \$504,821.25

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	3,904 Tons	Unit Price \$ <u>87.75</u>	Total Cost \$ <u>342,676.00</u>
Streets Transition Milling	225 Linear ft	Unit Price \$ <u>9.50</u>	Total Cost \$ <u>2,137.50</u>
Full Mill	37,500 sy	Unit Price \$ <u>2.50</u>	Total Cost \$ <u>93,750.00</u>

Streets Total Cost \$ 438,463.50

Alley Overlay	523 Tons	Unit Price \$ <u>93.00</u>	Total Cost \$ <u>48,639.00</u>
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Alleys Total Cost \$ 48,639.00

Cemetery Overlay	125 Tons	Unit Price \$ <u>97.75</u>	Total Cost \$ <u>12,218.75</u>
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Cemetery Total Cost \$ 12,218.75

Mobilization for all total Cost \$ 5,500.00

Total for all \$ 504,821.25

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

COMPANY: Emery Sapp & Sons, Inc.

BY: Jesse Wallen 

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Emery Sapp & Sons, Inc.
2301 I-70 Drive NW
Columbia, MO 65202

OWNER:

(Name, legal status and address)

City of Neosho
203 East Main Street
Neosho, MO 64850

BOND AMOUNT: Five Percent of Amount Bid (5%)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

2025 Asphalt Overlay & Milling Project

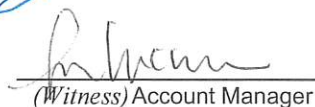
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2025


(Witness)


(Witness) Account Manager

Emery Sapp & Sons, Inc.

(Principal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Allison Madrid, Attorney-in-Fact

Init.

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213020-973699

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number: 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID FORM

Description: (To be completed by bidding party)

Street Overlays, milling, Alley overlay, Cemetery Overlay.

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

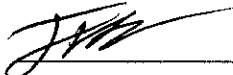
F.O.B. Neosho, MO

Projected Start Date: May 1st, 2026

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: Emery Sapp & Sons, Inc.

SIGNED BY:  Jesse Wallen

ADDRESS: 7389 E. Newman Rd. Joplin, Mo. 64801

EMAIL: Jesse.Wallen@emerysapp.com

PHONE: (816) 645-2211

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jasper)

Now this 25 day of March, 2026 the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of

Emery Gupp & Sons, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Emery Gupp & Sons, Inc. (Name of business entity, same as above)

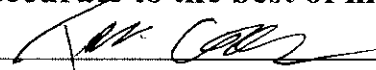
4. I state and affirm that Emery Gupp & Sons, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Emery Gupp & Sons, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Emery SAPP & Sons, Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

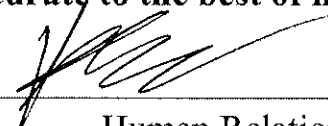
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Authorized Agent, Partner, Owner or Officer

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT

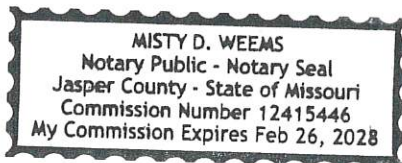

(Signature)

On this 25th day of MARCH in the year 2025, before me, MISTY D. WEEMS
a Notary Public in and for said State, personally appeared TYSON COLLINS, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and
State aforesaid, the day and year first above written.


Notary Public

My Commission Expires 02/26/2028



BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 83.75 Total Cost \$ 326,960.00

Streets Transition Milling 225 Linear ft Unit Price \$ 7.60 Total Cost \$ 1,710.00

Full Mill 37,500 sy Unit Price \$ 2.95 Total Cost \$ 110,625.00

Streets Total Cost \$ 439,295.00

Alley Overlay **523** Tons Unit Price \$ 100.00 Total Cost \$ 52,300.00

Alleys Total Cost \$ 52,300.00

Cemetery Overlay **125** Tons Unit Price \$ 94.00 Total Cost \$ 11,750.00

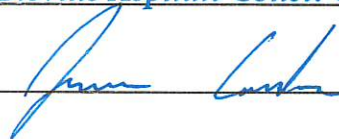
Cemetery Total Cost \$ 11,750.00

Mobilization for all total Cost \$ 15,000.00

Total for all \$ \$518,345.00

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

COMPANY: Blevins Asphalt Const. Co., Inc.

BY:  VP

BID FORM

Description: (To be completed by bidding party)

--Mill required areas.

--Apply SS-1 tack coat

--Furnish and place either a 1.5" or 2" asphalt overlay

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

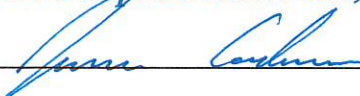
F.O.B. Neosho, MO

Projected Start Date: June 1st, 2025

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: Blevins Asphalt Const. Co., Inc.

SIGNED BY: 

ADDRESS: PO Box 230, Mt. Vernon, MO 65712

EMAIL: jcordova@blevinsasphalt.com

PHONE: (417) 466-3758

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

Blevins Asphalt Const. Co., Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Blevins Asphalt Const. Co., Inc.. (Name of business entity, same as above)

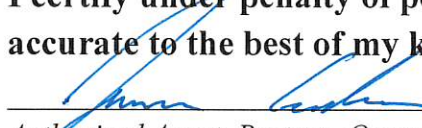
4. I state and affirm that Blevins Asphalt Const. Co., Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, Blevins Asphalt Const. Co., Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Blevins Asphalt Const. Co., Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Authorized Agent, Partner, Owner or Officer

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

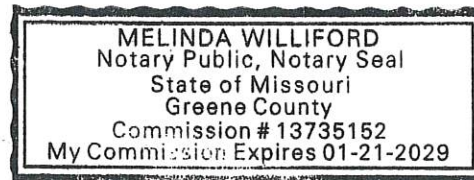
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 26th day of March in the year 20 25, before me, Melinda Williford
a Notary Public in and for said State, personally appeared Jeran Cordova, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and
State aforesaid, the day and year first above written.

Melinda Williford
Notary Public



My Commission Expires

January 21, 2029

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ 99.40 Total Cost \$ 388,057.60

Streets Transition Milling 225 Linear ft Unit Price \$ 9.75 Total Cost \$ 2,193.75

Full Mill 37,500 sy Unit Price \$ 2.70 Total Cost \$ 101,250.00

Streets Total Cost \$ 491,501.35

Alley Overlay **523** Tons Unit Price \$ 106.15 Total Cost \$ 55,516.45

Alleys Total Cost \$ 55,516.45

Cemetery Overlay **125** Tons Unit Price \$ 113.85 Total Cost \$ 14,231.25

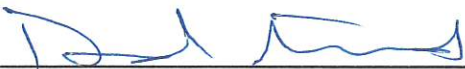
Cemetery Total Cost \$ 14,231.25

Mobilization for all total Cost \$ 4,200.00

Total for all \$ 565,449.05

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

COMPANY: APAC CENTRAL, INC.

BY: 

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 26th day of March, 2025, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of

APAC-Central, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

APAC-Central, Inc. (Name of business entity, same as above)

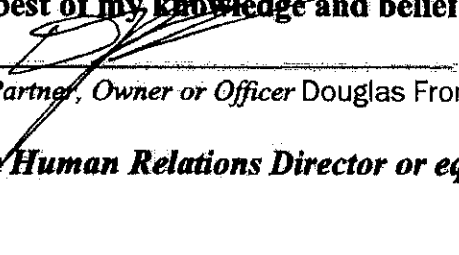
4. I state and affirm that APAC-Central, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, APAC-Central, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, APAC-Central, Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Authorized Agent, Partner, Owner or Officer Douglas Fronick

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT



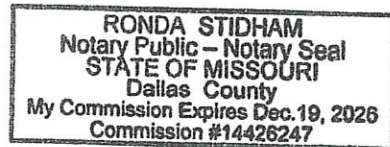
Douglas Fronick (Signature) Estimating Manager

On this 26th day of March in the year 2025, before me, Ronda Stidham
a Notary Public in and for said State, personally appeared Douglas Fronick, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and
State aforesaid, the day and year first above written.



Notary Public



My Commission Expires 12/19/26



City of Neosho

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

ADDENDUM TO BID DOCUMENTS

AS OF MARCH 21ST, 2025, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

- 1. Streets overlay asphalt quantities.**
- 2. Alley overlay asphalt quantities.**
- 3. Cemetery Overlay asphalt quantities.**

A handwritten signature in black ink, appearing to read "Nate Siler", is positioned above a horizontal line.

Nate Siler, Director of Public Works

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 26th, 2025, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2025 Asphalt Overlay and Milling Project

Please label the envelope: 2025 Asphalt Overlay and Milling Project

Questions concerning the specifications and bid procedure should be directed to Nate Siler, Public Works Director, at the following address/phone: 417-451-8071, 203 E. Main St. Neosho, MO 64850.

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 turnaround time in getting started on this project.

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 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 liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.

4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. 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, 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.”

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of the City Code which states:

A. *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of a building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Worker's Compensation Coverage Provided w/ Bid

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,
Nate Siler Public Works Director

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

- A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.
- B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes

an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).

- C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:
- D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.
- E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

- A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

- A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- A) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.
- C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.
- E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.

- G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

- A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.
B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.
- B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.
- C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.
- D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.
- E) No subcontractor may further subcontract any of his work.

7. BID FORM:

- A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.
- B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- E) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.

- F) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

- A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.
- C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

- A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.
- B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

- A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

- A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.
- C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.

- F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Scope of Work Quantities

	<u>Street Name</u>	<u>Length</u>	<u>Width</u>	<u>Total</u>	<u>Depth</u>	<u>Total ton</u>	<u>Map #</u>
**	Stratford St	1,600'	22'	35,200	1.5"	326	1
**	Kentland Dr	1,515'	22'	33,330	1.5"	308.61	1
**	Southeast Blvd	1555'	27'	41,985	1.5"	388.75	1
**	Flower Box Ln	1,420'	27'	38,340	1.5"	355.00	1
**	Melody Ln	1,495'	27'	40,365	1.5"	373.75	1
**	Shartel Dr	1,210'	22'	26,620	1.5"	246.48	1
**	Delaware St	1,130'	19'	21,470	1.5"	198.80	2
**	Joplin St	1,130'	19'	21,470	1.5"	198.80	2
**	Pearl St	1,130'	20'	22,600	1.5"	209.26	2
**	Cherry St	1,130'	19'	21,470	1.5"	198.80	2
**	Jackson Ave	605'	19'	11,495	1.5"	106.44	2
**	Wilson Ave	882'	18'	15,876	1.5"	147.00	2
	Fain	455'	17'	7,735	1.5"	72.00	5
	Fransis St	2,090'	30'	62,700	2.0"	774.07	3
	Freeman Alley	1,200'	12'	14,400	2.0"	177.70	2
	Harrel Alley	1,200'	9'	10,800	2.0"	133.32	2
	Wilson Alley	737'	9'	6,633	2.0"	81.89	2
	Delaware Alley	571'	9'	5,139	2.0"	63.44	2
	Benton Alley	602'	9'	5,418	2.0"	66.89	2
	Cemetery Rds.	850'	12'	10,200	2.0"	125	4
	Total Tons					4,552	

Streets Overlay

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: 3,904

TRANSITION MILLING, EST LINEAR FT FOR STREETS: 225'

****FULL MILL, EST SQYDS FOR STREETS:** 37,500 sy

Alleys

ASPHALT TOTAL TONNAGE FOR ALLEY OVERLAY: 523

Cemetery

ASPHALT TOTAL TONNAGE FOR CEMETERY OVERLAY: 125

LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-4 INCLUDED IN BID DOCUMENTS

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2025 Project. Street Overlay and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay **3,904** Tons Unit Price \$ _____ Total Cost \$ _____

Streets Transition Milling 225 Linear ft Unit Price \$ _____ Total Cost \$ _____

Full Mill 37,500 sy Unit Price \$ _____ Total Cost \$ _____

Streets Total Cost \$ _____

Alley Overlay **523** Tons Unit Price \$ _____ Total Cost \$ _____

Alleys Total Cost \$ _____

Cemetery Overlay **125** Tons Unit Price \$ _____ Total Cost \$ _____

Cemetery Total Cost \$ _____

Mobilization for all total Cost \$ _____

Total for all \$ _____

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

COMPANY: _____

BY: _____

JOB SPECIAL PROVISIONS:

1. General:

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the 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 at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed.**

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

DETAILED SPECIFICATIONS

SUMMARY OF WORK: The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES: Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION: The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC: The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY: All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED: The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE: Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5", 2", or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION: Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat

from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE: A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. **All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING: Conform to Missouri State Highway Department section **622.10**. Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24" width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY: If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS: Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING: All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Start Date: _____

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: _____

SIGNED BY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

Now this ____ day of _____, 20____, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

_____ (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

_____. (Name of business entity, same as above)

4. I state and affirm that _____ is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, _____ does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, _____ has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Authorized Agent, Partner, Owner or Officer

***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT

(Signature)

On this ____ day of _____ in the year 20____, before me, _____
a Notary Public in and for said State, personally appeared _____, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and
State aforesaid, the day and year first above written.

Notary Public

My Commission Expires

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,110



685.0 0 342.50 685.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Stratford, Kentland, Southeast, Flower Box, Melody, Shartel

Neosho, MO



1: 4,110

Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Delaware, Joplin, Pearl, Cherry, Jackson, Wilson, Freeman Alley, Herrell Alley, Wilson Alley, Delaware Alley, Benton Alley

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Francis St

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets



1: 2,055



342.5 0 171.25 342.5 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

New Cemetery Road

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Fain St

342.5 0 171.25 342.5 Feet

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Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

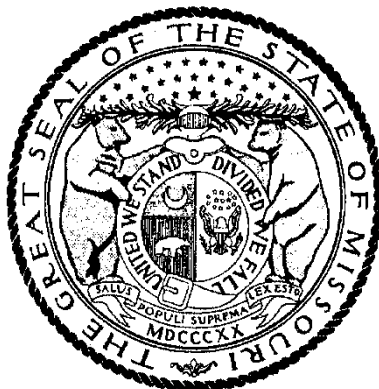
All Streets

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 073
NEWTON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$32.40
Boilermaker	\$28.93*
Bricklayer-Stone Mason	\$28.93*
Carpenter	\$48.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.45
Plasterer	
Communication Technician	\$28.93*
Electrician (Inside Wireman)	\$48.15
Electrician Outside Lineman	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.93*
Glazier	\$28.93*
Ironworker	\$28.93*
Laborer	\$42.66
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.93*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$54.46
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.16
Plumber	\$50.28
Pipe Fitter	
Roofer	\$43.30
Sheet Metal Worker	\$49.63
Sprinkler Fitter	\$28.93*
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.93*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.93*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.65
General Laborer	
Skilled Laborer	
Operating Engineer	\$28.93*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.93*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-21: Amending Code Section 210.190 Dangerous Animals

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2025-21 amending Section 210.190 Dangerous Animals

PURPOSE:

Dangerous Animals, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals.

BACKGROUND:

The current "Dangerous Animal" ordinance does not allow any options when dealing with vicious/dangerous animals. The updated ordinance gives the police and courts more options and better direction when dealing with these types of animals.

RECOMMENDATION:

Approve attached Dangerous animal ordinance.

AN ORDINANCE amending Title II Public Health, Safety, and Welfare, Chapter 210 Animals and Fowl, Article II Dogs and Cats, Section 210.190 Dangerous Animals, by repealing Section 210.190 Dangerous Animals, and enacting a new Section 210.190 Dangerous Dogs and Other Animals.

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

Section 1. That Title II Public Health, Safety, and Welfare, Chapter 210 Animals and Fowl, Article II Dogs and Cats, Section 210.190 Dangerous Animals is repealed, and a new Section 210.190 Dangerous Dogs and Other Animals is enacted in lieu thereof, as follows:

“Section 210.190 Dangerous Dogs and Other Animals

A. No person shall own, keep, harbor, or allow to be in or upon his/her premises any dangerous dog or other animal unless it is confined in accordance with the provisions of this Section. A dog or other animal shall be considered dangerous by virtue of:

1. Having inflicted a severe or fatal injury on a person on public or private property. “Severe injury” means any physical injury resulting directly from an animal’s bite or strike which results in death, broken bones, lacerations requiring stitches, or hospitalization. The victim receiving severe injuries must provide the Animal Control Officer a signed physician’s statement documenting injury and treatment qualifying such as a severe injury or sign an authorization for release of such statement;

2. Having killed a domestic animal, livestock, or poultry, without provocation, while off the owner’s property;

3. Being owned, kept, or harbored primarily or in part for the purpose of fighting, or having been trained for fighting;

4. Having bitten in an aggressive manner a person, without provocation, on public or private property other than the property of the owner;

5. Having bitten in an aggressive manner while on the owner’s property, without provocation, a person other than the owner or a member of the owner’s family who normally resides at the place where the animal is kept, excluding bites under Subsection (F)(9) of this Section;

6. When unprovoked, chases or approaches a person upon the streets, sidewalks, or any public grounds, or private property other than that property of the owner, in a menacing fashion or apparent attitudes of attack, regardless of whether or not a person is injured by the animal; or

7. Possessing a known propensity, tendency, or disposition to attack unprovoked, in the opinion of the Animal Control Officer, to cause injury or to otherwise threaten the safety of persons or domestic animals.

B. A dog or other animal may be declared dangerous if:

1. A written complaint (citation) is signed by the individual attacked or their legal guardian or by the Animal Control Officer or Police Chief, and

2. A conviction of the owner of the dangerous dog or other animal occurs in the Municipal Court, or

3. In the absence of a bite, when sufficient evidence is presented to show the dog or other animal displaying characteristics such as habitually snapping, charging, growling, or

otherwise manifests a disposition to bite, attack, or injure any person or domestic animal if afforded the opportunity, or if in the judgment of the Municipal Court it causes any person to have a reasonable fear of immediate serious physical injury.

C. Any dog or other animal having a written complaint (citation) initiated against the animal or having bitten any person may be, at the discretion of the Animal Control Officer, securely impounded at any location approved by said Animal Control Officer until determination of guilt occurs in the Municipal Court. The owner of the animal shall be responsible for all impoundment costs incurred. Any animal not reclaimed (if allowed) by its owner within five (5) days after judicial action is completed shall be disposed of pursuant to this Section.

D. Any person charged with a violation of this Section who, having been duly notified, fails to appear in Municipal Court shall, upon order of the court, waive their right to redeem their dog or other animal. The animal shall be disposed of pursuant to this Section.

E. Any dog or other animal deemed dangerous under this Section shall not be sold or transferred without the permission of the Animal Control Officer.

F. Upon conclusion of the determination of dangerousness by the Municipal Court, the following sanctions may be imposed upon the owner of said dog or other animal:

1. Dangerous dogs or other animals shall be securely confined indoors or in a securely enclosed and locked kennel or cage. The kennel or cage shall be of adequate size for the animal kept therein and shall provide adequate ventilation, shade from the sun, and protection from the elements. The sheltering house shall be adequate for the size of the animal with the fenced enclosure being a minimum of one hundred (100) square feet. In the event of a dispute over the appropriate size, the guidelines of the United States Department of Agriculture shall apply. The kennel or cage must be constructed with nine (9) gauge steel chain link. The kennel or cage must have secure sides, a secure top, and secure bottom or floor attached to the sides, or the sides must be embedded in the ground. In addition, the kennel or cage must have a double-blind entrance and must be locked with a key or combination lock when the animal is within the structure. The kennel or cage must be located at least ten (10) feet from any property lines and must comply with all zoning and building regulations of the City.

2. When confined indoors, no dangerous dog or other animal may be kept on a porch, patio, or in any part of a house, building, or structure that would allow the animal to exit such building on its own volition. The animal may not be kept in a house, building, or structure when the windows are open. The animal may not be kept in a house, building, or structure when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

3. No person shall permit a dangerous dog or other animal to go outside its kennel, cage, or secure structure unless that person has the animal securely leashed on a leash no longer than four (4) feet in length and that person has physical control of the leash. The animal shall not be leashed to inanimate objects such as trees, posts, buildings, etc. The animal shall be muzzled by a muzzling device sufficient to prevent the animal from biting persons or other animals when on a leash outside the animal's kennel, cage, or secure structure.

4. A sign or signs shall be conspicuously posted upon the kennel or cage of any dangerous dog or other animal with the letters in English at least two (2) inches high containing a warning to "BEWARE OF THE DANGEROUS ANIMAL" or words of similar impact.

5. All owners, keepers, or harborers of any dangerous dog or other animal must maintain in effect public liability insurance in the amount of one hundred thousand dollars (\$100,000.00) for bodily injury to or death of any person or persons which may result from the ownership, keeping, or maintenance of the animal. All owners, keepers, or harborers of such animals shall present to the Animal Control Officer a statement certifying that they have the required insurance policy in effect. Such insurance policy shall provide that no cancellation of the policy will be made unless thirty (30) days' written notice is first given to the Animal Control Officer.

6. The owner of a dangerous dog or other animal must register the animal with the Animal Control Officer with the annual fee to be set at fifty dollars (\$50.00). The application for such registration shall contain the name and address of the owner, the breed, age, sex, color, and identifying marks of the animal, the location of where the animal will be kept, and any other information the Animal Control Officer may reasonably require. A registration number for future identification will be issued. Photographs will be taken of the animal for identification purposes. A microchip identification device properly implanted according to manufacturer's guidelines, by a licensed veterinarian, may be required at the owner's expense.

7. The owner of a dangerous dog or other animal shall arrange for the spaying or neutering of said animal at the owner's expense.

8. Any dangerous dog or other animal that inflicts a sever or fatal injury on a person on any public or private property may be deemed an imminent threat to the public and ordered humanely euthanized by the Municipal Court.

9. No dog or other animal shall be declared dangerous pursuant to any part of the Section if the threat, injury, or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the animal or was tormenting, abusing, or assaulting the animal or has in the past been observed to have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime. Nor shall the animal be declared dangerous if it was responding to pain or injury or was protecting itself, its kennel, or offspring. Dogs utilized as part of any K-9 Police dog program by a Police official are exempted while performing duty.

10. Upon conviction of any person of a violation of the requirements of these sanctions, the Municipal Court may, in addition to the usual judgment upon conviction, order the Animal Control Officer to forthwith take up and humanely euthanize such animal.

11. Upon conviction of any animal being dangerous, a penalty of up to five hundred dollars (\$500.00) and/or ninety (90) days in jail may be imposed in addition to any above sanctions.

12. Sanctions imposed by the Municipal Court are to be implemented to the Animal Control Officer's satisfaction within seven (7) days after the court ruling or the dog or other animal may not be reclaimed and may be disposed of pursuant to this Section.

G. The Animal Control Officer, upon notification to the owner or occupant of the location of a dangerous dog or other animal, and after five (5) days from the notice to said owner or occupant, shall have authority to enter upon the premises with a warrant issued by the Municipal Court and remove the animal to an appropriate impoundment facility. The owner or custodian of the animal shall be charged the customary facility fee per day of confinement of the animal before the animal may be released to the owner or custodian. Before the animal may be released to the owner or custodian, the owner or custodian must show valid vaccination and registration of the animal.

Should the animal be retained for thirty (30) days, it may be humanely euthanized without further notice.”

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

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 _____, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-22: Amending the Rezoning of Taylor Asset Management Property

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-22 Amending Ord 125-2020 and Approving Rezoning - Taylor Asset Mang
 2. 2020_1215.CM
 3. Bill No. 2020-1030 Rezoning for Taylor Asset Management
 4. Taylor Rezoning Packet
-

PURPOSE:

Staff requests approval to amend Ord. 125-2020.

BACKGROUND:

December 15, 2020 the rezoning of properties for Taylor Asset Management were taken to Council for approval. The council approved the ordinance, however one of the properties was inadvertently left off of the ordinance. Both properties were presented to the Planning and Zoning Commission and the code was followed for notifications.

RECOMMENDATION:

Recommend council approve Bill No. 2025-22 and authorize the mayor to sign.

AN ORDINANCE of the City of Neosho to amend Ordinance No. 125-2020 and to amend the Zoning District Map for certain real property within the limits of the City located in the Dogwood Estates Subdivision, Neosho, Missouri, as requested by the owner, Taylor Asset Management, LLC, a Missouri limited liability company, from a District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District.

WHEREAS, there had been presented to the City of Neosho, Missouri, an application from Taylor Asset Management, LLC, a Missouri limited liability company, to rezone real property located in Dogwood Estates Subdivision, Neosho, Missouri, from District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District for property legally described as:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved and passed under Council Bill No. 2020-1030 and adopted under Ordinance No. 125-2020 on January 5, 2021; and

WHEREAS, Council Bill No. 2020-1030 and adopted Ordinance No. 125-2020 inadvertently contained a scrivener’s error by omitting Tract 2; and

WHEREAS, the application submitted and the notices for the public hearings for said petition contained both Tract 1 and Tract 2, the discussion and approval being for both Tract 1 and Tract 2, the City of Neosho now seeks to correct and amend the Zoning District Map to include both Tracts 1 and 2 intended to be and were approved for rezoning.

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

Section 1. That Ordinance No. 125-2020 as presented under Council Bill No. 2020-1030 and adopted on January 5, 2021 is amended to correct the property to be rezoned to include the property legally described as follows:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Section 2. That City of Neosho Zoning District Map for the City of Neosho be amended for certain real property within the limits of the City located in Dogwood Estates Subdivision, Neosho, Missouri, as requested by the owner, Taylor Asset Management, LLC, a Missouri limited liability company and same to be amended and changed from a District “R-1” First Dwelling House District to a “R-2” Second Dwelling House District for the property legally described as follows:

Tract 1: All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Tract 2: All of Lots 2 through 6 inclusive in Block 8; and all of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Section 3. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 4. This this ordinance shall be in effect upon final passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

MINUTES
NEOSHO CITY COUNCIL
December 15, 2020 – 7:00 p.m.
Civic Center
109 W. Main St., Neosho, MO

OPEN & CALL TO ORDER

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

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Councilman Doubek gave the opening prayer and Mayor Allen led the Pledge of Allegiance.

ROLL CALL

COUNCIL PRESENT:

Carmin Allen, Tyler DeWitt, Angela Thomas, William Doubek, and Tom Workman were present

COUNCIL ABSENT:

None were absent.

CITY OFFICERS PRESENT:

Jordan Paul, City Attorney; David Kennedy, City Manager; Cheyenne Wright, City Clerk. Minutes taken by Clerk.

APPROVAL AND CONSENT OF AGENDA
APPROVAL OF THE MINUTES

December 1, 2020 Open Session Minutes

Councilman Doubek made a motion to approve and consent the agenda and to approve the December 1, 2020 Council Minutes; Councilman Workman seconded.

Roll call vote:

Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Abstain
Angela Thomas – Yes
Tyler DeWitt - Yes

Motion carried.

VISITOR BUSINESS

1. Dudley Zerbel spoke against the mask mandate.
2. Pamela Hatley spoke against the mask mandate.
3. Teresa Niswonger spoke against the mask mandate.

Council Minutes – December 15, 2020

4. Cody Pogue spoke against the mask mandate.
5. Terry Miles spoke against the mask mandate.
6. Paige Pogue spoke against the mask mandate.
7. Ben Baker spoke against the mask mandate.
8. Janine Niswonger spoke against the mask mandate.
9. Charles Collinsworth spoke against the mask mandate.
10. Kevin VanStory spoke against the mask mandate.
11. Shiloh Burchfield spoke against the mask mandate.
12. Tony McReynolds spoke against the mask mandate.
13. David Schminkey spoke against the mask mandate.
14. Dawn Schminkey spoke against the mask mandate.
15. Jeff Crites spoke against the mask mandate.
16. Jeremy Stoughton spoke against the mask mandate.
17. Sasha McReynolds spoke against the mask mandate.
18. Tim Jones spoke for the mask mandate.
19. Paula Anderson spoke against the mask mandate.
20. James Nelson spoke against the mask mandate.
21. Charles Akers spoke against the mask mandate.
22. Deborah Ferguson spoke against the mask mandate.
23. Robb Birch spoke against the mask mandate.

A brief recess took place from 9:30 p.m. to 9:40 p.m.

24. Merlen White's letter for the mask mandate was read by the City Clerk.
25. Carol Chenoweth's letter for the mask mandate was read by the Economic Development Director.
26. Steve Kenny's letter for the mask mandate was read by the City Clerk.
27. Steven Douglas spoke from Access Family Care in approval of the mask mandate.
28. Lauri Marble spoke from Mercy Health in approval of the mask mandate.
29. Dr. McNabb spoke in approval of the mask mandate.

Mayor Allen made a motion to Suspend the Rules and Consider moving Bill No. 2020-1037 and Bill No. 2020-1038 under Visitor's Business in order to take a vote; Councilman Doubek seconded.

Roll call vote:

William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes

Motion carried.

Bill No. 2020-1037 Masks COVID19

Council Minutes – December 15, 2020

AN ORDINANCE requiring persons to wear a face covering that covers the nostrils and mouth to help restrict the spread of the COVID-19 virus; creating exemptions; establishing enforcement; and containing an emergency clause.

Bill No. 2020-1037 read in title only by Attorney Paul.

Mayor Allen asked if there was a motion to pass Bill No. 2020-1037 Masks COVID19

Councilwoman Thomas made a motion to approve Bill No. 2020-1037; no second.

Bill No. 2020-1037 dies due to lack of second.

Bill No. 2020-1038 Occupancy Restrictions COVID19

AN ORDINANCE establishing occupancy restrictions for businesses and organizations open to the public in the corporate limits of the City of Neosho at 50% of the entity's authorized fire or building code occupancy; creating exemptions for educational institutions, daycare facilities, and places of worship; establishing enforcement; and containing an emergency clause.

Bill No. 2020-1038 read in title only by Attorney Paul.

Mayor Allen asked if there was a motion to pass Bill No. 2020-1038 Occupancy Restrictions COVID19.

There being no motion, bill dies due to lack of motion.

Bill No. 2020-1038 dies due to lack of motion.

There was a brief recess between 10:15 p.m. and 10:27 p.m.

BIDS

Celebrate Neosho Fireworks 2021

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out fireworks for our July 4th Celebrate Neosho event. This is normally held on the weekend before July 4th, however Council requested having the fireworks bid for July 3rd or 4th. There were five bid packets sent out and four were received back.

Premier Pyrotechnics

\$11,000 for 2,849 shots (690 aerial and 1,472 ground)
July 2nd and July 3rd are open but not July 4th

Riverside Fireworks

Bid A \$10,000 for 1,898 shots (aerial and ground)
Bid B \$10,000 for 687 (aerial only)
They are booked for July 3rd and July 4th.

Rainbow Fireworks

\$11,200 for July 4th for 461 aerial and 3,148 ground
\$10,000 for June 26th 461 aerial and 3,148 ground

Council Minutes – December 15, 2020

AM Pyrotechnics

\$10,324.27 July 4th 658 aerial shots

\$9,819.20 July 4th 740 shots both aerial and ground

Mayor Allen stated that after speaking with staff, July 4th probably would not be the most cost effective due to Overtime and Holiday time that would have to be paid out in addition to the fireworks.

Discussion was held on the date and aerial vs. ground.

Riverside Fireworks cost for the show and the amount of fireworks that we receive for the money are the lowest.

Councilwoman Thomas made a motion to approve Bid A from Riverside Fireworks in the amount of \$10,000 and to have Celebrate Neosho on the weekend prior to July 4th; Councilman Doubek seconded.

Roll call vote:

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Motion carried.

Fuel Tanks

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out fuel tanks for the Neosho Airport. Two requests for bids were sent out and two were received back.

Mid-State Petroleum Equipment	\$40,088.83
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Riverside Fireworks	\$52,328.33
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This bid was discussed at the Airport Board Meeting on December 10, 2020. We budgeted \$40,000 for this project.

Councilman Workman made a motion to approve Mid-State Petroleum bid of \$40,088.83; Councilman Doubek seconded.

Roll call vote:

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Motion carried.

UV Sanitation Light Bid

Council Minutes – December 15, 2020

Economic Development Director Holcomb addressed Council stated that the purpose of this bid was to bid out UV Sanitation Lights and equipment for City Buildings. There were five bids sent out and we received back two.

Larson Equipment \$47,426.50

Eledlights.com \$35,258.00

The City was approved by Newton County through the CARES fund for \$38,000.

Councilman Workman made a motion to approve Eledlights.com in the amount of \$35,258.00 Councilman Doubek seconded.

Roll call vote:

Tyler DeWitt - Yes
Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes

Motion carried.

UNFINISHED BUSINESS

Bill No. 2020-1025 Schuber Mitchel Right of Entry Agreement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Schuber Mitchell Homes, LLC, a Missouri limited liability company, for the purpose of granting a license to enter upon certain land for the purpose of installing drainage improvements; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1025 was read in title only by Attorney Paul.

Attorney Paul explained that he has indemnification from Schuber Mitchells attorney in written email and voicemail form. He feels confident in moving forward with this.

Councilwoman Thomas made a motion to amend Bill No. 2020-1025 per Attorney Paul's direction and approve it with amendments; Councilman Doubek seconded.

Roll call vote:

Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes

Motion carried.

Bill No. 2020-1033 MULES/NCIC Agreement

Council Minutes – December 15, 2020

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri State Highway Patrol, for the purpose of establishing standard operating procedures for transactions using the Missouri Uniform Law Enforcement System (“MULES”) and National Crime Information Center (“NCIC”) systems; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1033 was read in title only by Attorney Paul.

Police Chief Baird addressed Council stating this agreement establishes the standard procedures for Neosho Police to perform MULES/NCIC. This allows us to look up criminal information or background information. Both parties agree to comply with MULES/NCIC policies, standards and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CIS Security Policies and Procedure Manual. Anytime there is a change in the police chief this agreement must be signed by the new police chief.

Councilman Workman made a motion to approve Bill No. 2020-1033: Agreement with MSHP ref. MULES and NCIC SOP's; Councilman DeWitt seconded.

Roll call vote:

William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes

Motion carried.

Bill No. 2020-1034 Leak Adjustment Policy

AN ORDINANCE amending Chapter 710 Water, Article IV Rates and Charges, by enacting a new Section 710.215 Leak Adjustment Policy.

Bill No. 2020-1034 was read in title only by Attorney Paul.

Finance Director Pevahouse addressed Council stating that this is the leak adjustment policy with everything that was requested during the November 17th Council Meeting.

City of Neosho

Leak Adjustment Recommendations

Section 1: *To allow for a one time per calendar year adjustment on water leaks*

- (a) *Request for adjustment must be given, in writing, to the Billing Department within 30 days of the disputed bill due date.*
- (b) *Request for adjustment may be for two months.*
- (c) *Adjustments may apply to underground secondary line water leaks only.*
- (d) *Billing Department will review the account's usage and if acceptable that billing system may credit the customer's account 50% of the high usage month for water and in addition charge an amount equal to a three-month average on the sewerage.*
- (e) *No adjustment shall be made until the City of Neosho is satisfied repairs have been made to the secondary water line, said repair being evidenced by the presentment of a certifiable repair bill executed by an approved City Licensed Contractor or the home/business owner, as well as verification by the City of Neosho staff that the subject water meter no longer indicates a leak.*

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- (f) *No adjustment will be made for a water leak initially caused by the homeowner/resident or person(s) under the homeowner/resident's authority doing repairs or maintenance to the effected residence.*
- (g) *No adjustments will be made for a water leak that was caused by maliciously, willfully, or negligently breaking, damaging, destroying, uncovering, defacing, or tampering with any water line, structure or equipment which is part of the water system.*

Section 2: *To allow for a one time per calendar year adjustment on sewer for leaks not entering the City's Sewerage System*

- (a) *Billing Department will review the account's usage and if acceptable, per this policy, credit the customer's account, reducing sewer to a three-month average.*

Section 3: *To allow for a one time per calendar year sewerage adjustment for filling pools*

- (a) *Request for adjustment must be given, in writing, to the Billing Department prior to the bill being due and payable.*
- (b) *Billing Department will review the account's usage and if acceptable, per this policy, credit the customer's account, reducing sewer to a three-month average.*
- (c) *The consumption must be 100% higher than the previous three months and back to normal*

Councilman Workman made a motion to approve Bill No. 2020-1034 Leak Adjustment Policy; Councilman Doubek seconded.

Roll call vote:

Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes
William Doubek – Yes

Motion carried.

Bill No. 2020-1035 MODOT Cost Share

AN ORDINANCE APPROVING A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; CONFIRMING A PRIOR APPROPRIATION FROM THE SPECIAL ALLOCATION FUND FOR THE NEOSHO TAX INCREMENT FINANCE DISTRICT FOR THE CITY'S SHARE OF PROJECT COSTS; MAKING CERTAIN FINDINGS; AND PROVIDING FURTHER AUTHORITY.

Bill No. 2020-1035 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that this is to get Council approval for the round-about project at 86 & Hammer Road. During the August 18th, 2020 Council Meeting, Council approved funds to move forward with this project to place a round-about at 86 & Hammer Road.

Councilman Workman made a motion to approve Bill No. 2020-1035 MODOT Cost Share; Councilman Doubek seconded.

Roll call vote:

Angela Thomas – Yes
Tyler DeWitt - Yes
Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes

Motion carried.

NEW BUSINESS

Public Hearing Bill No. 2020-1012 Amending C-2 General Business District

Public Hearing opened at 10:45 p.m.

There was nobody to speak.

Public Hearing Closed at 10:46 p.m.

Bill No. 2020-1012 Amending C-2 General Business District

AN ORDINANCE AMENDING CHAPTER 405 ZONING REGULATIONS, ARTICLE II DISTRICT REGULATIONS, BY REPEALING SECTION 405.120 DISTRICT "C-2" GENERAL BUSINESS DISTRICT AND ENACTING A NEW SECTION 405.120 DISTRICT "C-2" GENERAL BUSINESS DISTRICT.

Bill No. 2020-1012 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that the purpose of this Ordinance is to repeal the current C-2 classification under the 405-zoning code and replace with Bill No. 2020-1012. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this change.

Councilman Workman made a motion to approve Bill No. 2020-1012 Amending C-2 General Business District; Councilwoman Thomas seconded.

Roll call vote:

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Motion carried.

Public Hearing Bill No. 2020-1018 Amending C-3 Commercial Business District

Public Hearing opened at 10:47 p.m.

There was nobody present to speak.

Public Hearing Closed at 10:48 p.m.

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Bill No. 2020-1018 Amending C-3 Commercial Business District

AN ORDINANCE AMENDING CHAPTER 405 ZONING REGULATIONS, ARTICLE II DISTRICT REGULATIONS, BY REPEALING SECTION 405.130 DISTRICT “C-3” COMMERCIAL BUSINESS DISTRICT AND ENACTING A NEW SECTION 405.130 DISTRICT “C-3” COMMERCIAL BUSINESS DISTRICT.

Bill No. 2020-1018 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that the purpose of this Ordinance is to repeal the current C-3 classification under the 405-zoning code and replace with Bill No. 2020-1018. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this change.

Councilman Workman made a motion to approve Bill No. 2020-1018 Amending C-3 Commercial Business District; Councilman Doubek seconded.

Roll call vote:

Tom Workman – Yes
William Doubek – Yes
Carmin Allen – Yes
Angela Thomas – Yes
Tyler DeWitt - Yes

Motion carried.

Public Hearing Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas

Public Hearing opened at 10:52 p.m.

Attorney Steve Hays was present to speak on behalf of Taylor Asset Management. He stated that his client is liquidating properties and they currently have a buyer that would want to build duplexes. His client is asking to rezone their plot of land from R-1, First Housing District, to R-2, Second Housing District.

There were only two complaints: water use in the area is already low and citizens felt that this would put an even larger burden on the city's water pressure and two, this would cause issues with an increase in traffic on Cash Street.

Public Hearing closed at 10:55 p.m.

Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE BELOW DESCRIBED PROPERTY, , NEOSHO, NEWTON COUNTY, MISSOURI, FROM R-1, FIRST DWELLING HOUSE DISTRICT, TO R-2, SECOND DWELLING HOUSE DISTRICT, AS PETITIONED BY TAYLER ASSET MANAGEMENT.

Bill No. 2020-1030 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this rezoning request went before the Planning and Zoning Commission on November 10, 2020 at 6 p.m. The commission voted not to recommend

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this rezoning.

Discussion was held among the Council.

Councilman Doubek made a motion to approve Bill No. 2020-1030 Rezoning Request for Taylor Asset Management Cash/Garland Douglas; Councilman Workman seconded.

Roll call vote:

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

Motion carried.

Public Hearing Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street James and Rhonda Ely

Public Hearing opened at 10:56 p.m.

There was nobody present to speak.

Public Hearing closed at 10:57 p.m.

Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street for James and Rhonda Ely

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED IN NEOSHO, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY JAMES AND RHONDA ELY, UNDER ZONING DISTRICT R-1, FIRST DWELLING HOUSE DISTRICT CLASSIFICATION.

Bill No. 2020-1031 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this is a request to annex property at 1062 Baxter Street into the City Limits. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this annexation as presented.

Councilman Doubek made a motion to approve Bill No. 2020-1031 Request for Annexation of 1062 Baxter Street for James and Rhonda Ely; Councilman Workman seconded.

Roll call vote:

Carmin Allen – Yes

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

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Motion carried.

Public Hearing for Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust

Public Hearing opened at 10:58 p.m.

There was nobody present to speak.

Public Hearing closed at 10:59 p.m.

Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED IN NEOSHO, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY ELAINE WALKER TRUST, UNDER ZONING DISTRICT C-3, COMMERCIAL BUSINESS DISTRICT CLASSIFICATION.

Bill No. 2020-1032 was read in title only by Attorney Paul.

Economic Development Director Holcomb addressed Council stating that this is a request to annex property at 18732 Hwy 59 South into the City Limits. The Planning and Zoning Commission met on November 10, 2020 at 6 p.m. to discuss this request. They voted to recommend this annexation as presented.

Councilman Doubek made a motion to approve Bill No. 2020-1032 Request for Annexation of 18732 Hwy 59 South for Elaine Walker Trust; Councilman DeWitt seconded.

Roll call vote:

Angela Thomas – Yes

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Motion carried.

Bill No. 2020-1036 Empire Electric Easement Relocation Request

AN ORDINANCE authorizing the City of Neosho, Missouri, to grant an easement to Liberty Utilities Services Corp., an Arizona Corporation, for the purpose of constructing and maintaining improvements for electric service on certain property located in Section 16, Township 24, Range 32, Newton County, Missouri; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Bill No. 2020-1036 was read in title only by Attorney Paul.

City Manager Kennedy addressed Council stating that this is to relocate and an easement on City Property located at 675 Radio Road. Empire Electric currently has an easement located at the above address and they are requesting to relocate the current easement to go around our lagoon. It currently goes over the middle of the lagoon and they

Council Minutes – December 15, 2020

wish to have it moved.

Councilman Workman made a motion to approve Bill No. 2020-1036 Empire Electric Easement Relocation Request; Councilman Doubek seconded.

Roll call vote:

Tyler DeWitt - Yes

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

Motion carried.

ADJOURN

Mayor Allen asked if there was any further business to come before Council, with no response, he asked for a motion to adjourn; a motion was made by Councilman Doubek; seconded by Councilman DeWitt.

Roll call vote:

Tom Workman – Yes

William Doubek – Yes

Carmin Allen – Yes

Angela Thomas – Yes

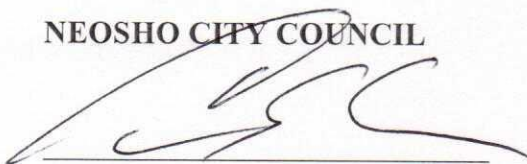
Tyler DeWitt – Yes

Motion carried.

Mayor Allen adjourned the regular session meeting at 11:01 p.m.

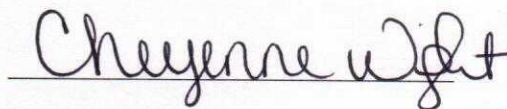
APPROVED

NEOSHO CITY COUNCIL



Mayor

ATTEST



City Clerk



AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE BELOW DESCRIBED PROPERTY, , NEOSHO, NEWTON COUNTY, MISSOURI, FROM R-1, FIRST DWELLING HOUSE DISTRICT, TO R-2, SECOND DWELLING HOUSE DISTRICT, AS PETITIONED BY TAYLER ASSET MANAGEMENT.

Whereas, an application has been filed by Tayler Asset Management for a zoning change of the following described property; and

Whereas, following proper notice, a public hearing was held before the Planning and Zoning Commission, and that said Commission has made its recommendation; and

Whereas, proper notice was given of a public hearing before the Planning and Zoning Commission, and that said hearing was held in accordance with the law.

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

Section 1: That the following described properties, Neosho, Newton County, Missouri; be, and the same is hereby rezoned from, R-1, First Dwelling House District., to R-2, Second Dwelling House District.

Legal description.

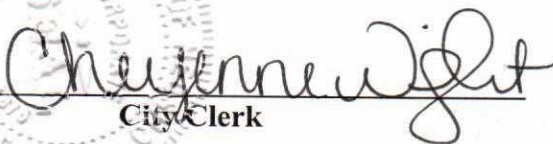
All of Lots 23,24,25,26, and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

Section 2: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage on this 5th day of January 2021.

ATTEST

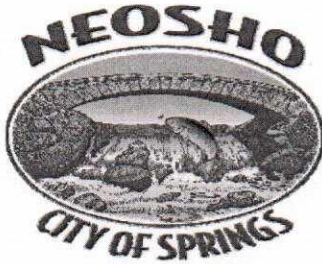
CITY OF NEOSHO, CITY COUNCIL


City Clerk


Mayor

APPROVED:


City Attorney



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|---|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☐ Special Use Permit | ☐ Board of Adjustments |
| ☒ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT	PROJECT
Name <u>Taylor Asset Management LLC</u>	Project Location <u>15-9.0-30-003-013-001.000</u>
Address <u>5293 E. Baltic Ln.</u>	Existing Use <u>Single Fam</u>
Phone <u>Joplin, MO 64801</u> <u>417-424-5523</u>	Proposed Use <u>Duplex</u>
Contact Person Name <u>Steven Hays</u>	Existing Zone <u>R1</u>
Contact Person Phone <u>417-850-3050</u>	Proposed Zone <u>R2</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

MJ. Hays, member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

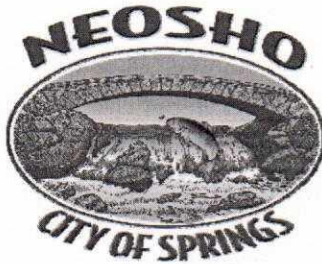
Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

Neighboring property owners, within 200 feet of property proposed to be rezoned :

NAME	STREET ADDRESS-MAILING ADDRESS (if different)	PARCEL NUMBER
Jerry + Sharon Kimbrough	1400 Cash St.	159030003013001003
Andrew + Crystal Rhodes	1402 Cash St	159030003013006000
Larry Tanner	306 Barton Place	159030003013005000
Gregory + Spring Bradley	304 Barton Place	159030003013004000
Sobrad Properties LLC	302 Barton Place	159030003013003000
R + G Properties of Newton County LLC	300 Barton Pl.	159030003013002000
Alicia Eslick	1403 Garland Douglas	159030003013001001
Mark + Margaret Stevens	1406 Garland Douglas	159030003010006000
Sarah Bodine	1402 Garland Douglas	159030003010005000
Santiago + Ronda Ramirez	1400 Garland Douglas	159030003010005008
Meridith + Carrie Sampson	P.O. Box 21, Ravine	159030003010005009

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.

Neosho, MO



Legend

- Corporate Limit Line
- Road
- County Roads / City Streets
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Owner Last Name
- Land Hook
- DASHED LAND HOOK
- SOLID LAND HOOK

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

27.00
NCA



Image# 004777540002 Type: LAN
Recorded: 03/18/2014 at 08:41:20 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00001576

BK 363 PG 1563



QUIT CLAIM DEED

Cash

THIS INDENTURE, Made and entered into this 6th day of February, 2014, by and between

GRANTOR: TAYLOR ASSET MANAGEMENT, LLC

of the county of GWINNETT, State of GEORGIA, party of the first part and

GRANTEE: ROBERT E. DAVES LIVING TRUST dated January 22, 2014

ADDRESS: 2100 E. 34th Place, Joplin, MO 64804

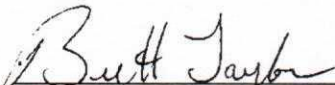
Of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it paid by the said party or parties of the second part, (the receipt of which is hereby acknowledged), does or do by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described lots, tracts or parcels of land lying, being and situated in the county of Newton, and State of Missouri, to wit:

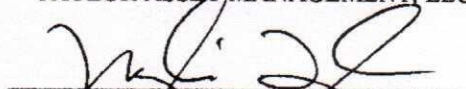
All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, Together with all rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto their heirs and assigns forever; so that neither of said party of the first part nor its successors, or assigns nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presences, be excluded or forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.


BRETT TAYLOR, Member

TAYLOR ASSET MANAGEMENT, LLC

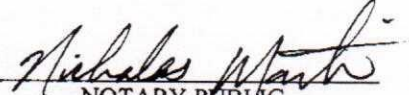

MYLI TAYLOR, Member

(LLC)
ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Gwinnett)SS

On this 10th day of February, 2014, before me personally appeared BRETT TAYLOR, to me personally known, who being by me duly sworn, did say that he is a Member of TAYLOR ASSET MANAGEMENT, LLC, a Limited Liability Company, of the State of Georgia, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and the said BRETT TAYLOR acknowledged said instrument to be his free act and deed and the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year last above written.

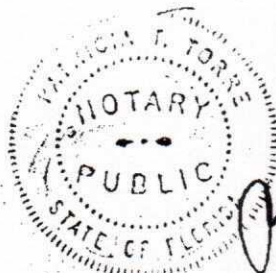

NOTARY PUBLIC
NICHOLAS MARTIN
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 13, 2015

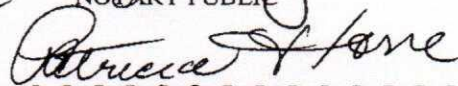
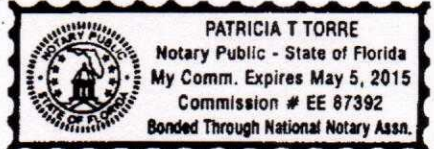
(LLC)
ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Pasco)SS

On this 6th day of Feb., 2014, before me personally appeared MYLI TAYLOR, to me personally known, who being by me duly sworn, did say that she is a Member of TAYLOR ASSET MANAGEMENT, LLC, a Limited Liability Company, of the State of Georgia, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and the said MYLI TAYLOR acknowledged said instrument to be her free act and deed and the free act and deed of said Limited Liability Company. And provided a Missoula Driver License

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year last above written.




NOTARY PUBLIC



\$27.00

Evenoon, Carlin
Po Box 605
Pineville, mo 64856

Image# 002943260002 Type: LAN
Recorded: 02/15/2007 at 09:06:03 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2007-00001260
BK 356 PG 1251



QUIT-CLAIM DEED

#8417 \$27.00

THIS INDENTURE Made on the 29th day of January Two Thousand and Seven, by and between BRETT TAYLOR and MYLI TAYLOR, Co-Trustees of the Harry J. Taylor Non-Marital QTIP Trust of the County of Newton, State of Missouri, Grantors and TAYLOR ASSET MANAGEMENT, LLC, a Georgia Limited Liability Company, of the County of Gwinnett, State of Georgia, Grantee.

(Mailing address of the first named grantee is 1751 Bergen Court, Lawrenceville, GA 30043)

WITNESSETH, that the said Grantors, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN AND NO/100 DOLLARS, to them paid by the said Grantee (the receipt of which is hereby acknowledged) do by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto the said Grantee, the following described lots, tracts or parcels of land, lying and situate in the County of Newton, State of Missouri, to-wit:

All of Lots 2 through 6 inclusive in Block 8; and All of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-division in the City of Neosho, Newton County, Missouri.

THE PURPOSE OF THIS QUIT CLAIM DEED IS TO CORRECT AN ERROR IN A PREVIOUSLY RECORDED QUIT CLAIM DEED, WHIH WAS RECORDED IN BOOK 355 AT PAGE 12139.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its heirs and assigns forever; so that neither the said Grantors nor their heirs nor any other person or persons for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said part Grantors hereunto set their hand and seal the day and year above written.

HARRY J. TAYLOR NON-MARITAL QTIP TRUST,

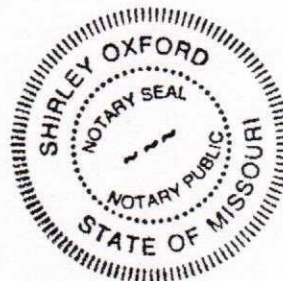
BY: Brett Taylor
BRETT TAYLOR
BY: Myli Taylor
MYLI TAYLOR
CO-TRUSTEES

In the State of Missouri County of McDonald, on this 27th day of January, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYLI TAYLOR to me known to be the person described in and who executed the foregoing instrument and who acknowledged that she executed the same as her own free act and deed, and as Trustee of the Harry J. Taylor Non-Marital QTIP Trust.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Shirley Oxford
NOTARY PUBLIC

My Commission Expires: Jan 2, 2008



Holcomb, Rachel

From: Michael Kiele <mckiele@hotmail.com>
Sent: Monday, November 09, 2020 6:48 PM
To: Holcomb, Rachel
Subject: Taylor Asset Management Rezoning

Good evening,

WE wish to express our dissent for the rezoning of the properties in the Taylor Asset Management zone. There are numerous factors to be considered in expanding the area from single family houses to duplexes. One of the first considerations is the impact of the density in the area. This rezoning will increase the amount of traffic at an already unsafe location on Cash Street. As there is no plan available to view how many units would be built there, it could affect the quality of life in the surrounding single-family homes. Another consideration is that already marginal water pressure in the surrounding neighborhood would be adversely affected. If these were to be single family homes that fit into the surrounding configuration, it would lessen the impact on the infrastructure as well as the traffic situation.

Thank You,
Michael and Bethany Kiele
1312 Benton Ave.
Neosho, MO 64850
mckiele@hotmail.com

Holcomb, Rachel

From: Linda Baum <lindabaum135@gmail.com>
Sent: Tuesday, November 10, 2020 3:35 PM
To: Holcomb, Rachel
Subject: Fwd: Taylor's Asset Management Rezoning

----- Forwarded message -----

From: Linda Baum <lindabaum135@gmail.com>
Date: Tue, Nov 10, 2020, 3:29 PM
Subject: Taylor's Asset Management Rezoning
To: <rhlcomb@neoshomo.org>

As concerned homeowners we would like to voice some concerns with the new rezoning off Cash street. The new development would be concerning for the mere facts of we already lack water pressure in area. Secondly the traffic is horrendous in area. Least but not lastly, the homeowners property will depreciate substantially. Thank you for listening to our concerns.

Property Number

15-9.0-30-003-011-006.000

Owner - Mailing Address

TAYLOR ASSET MANAGEMENT, LLC
C/O:
5293 E. BALTIC LANE
JOPLIN MO 64801-0000

Situs Address

DBA:

Tax ID#

5-17678-0

Property Description

DOGWOOD ESTATES: LOT 2-3-4-5 & 6 BLK 8

Sec-Twp-Rng 30-25-31 **Land Type** IT **Lot Size** 125.65 X 357.86 IRR **Calc Acre** 1.00

Book-Page 356-01251 **Date Acq** 2007-02-15 **City** 5 **School** 5 **Road** 5 **Fire** 0 **Amb** 4 **Libr** 5 **College** 1 **Water** 0 **Neo** 6

TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	\$12,400	\$0	\$12,400	\$2,360
AGR	\$0	\$0	\$0	\$0
COMM	\$0	\$0	\$0	\$0
VAC	\$0	\$0	\$0	\$0
TOTALS	\$12,400	\$0	\$12,400	\$2,360

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
---	---------------	-------	----------	-----------

CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	LAND DATA				
							UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
1	9	0	0	0	1.00	0.0	12400.00	0.00	0.00	0.00	12400.00

IMPROVEMENTS

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
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Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|---|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☐ Special Use Permit | ☐ Board of Adjustments |
| ☒ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT		PROJECT	
Name	<u>Taylor Asset Management LLC</u>	Project Location	<u>15-9.0-30-003-011-006.000</u>
Address	<u>5293 E. Baltic Ln</u>	Existing Use	<u>Single Fam</u>
Phone	<u>Doplin, MO 64801</u> <u>417-434-5523</u>	Proposed Use	<u>Duplex</u>
Contact Person Name	<u>Steven Hays</u>	Existing Zone	<u>R1</u>
Contact Person Phone	<u>417-850-3050</u>	Proposed Zone	<u>R2</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

[Signature], member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|---|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☐ Special Use Permit | ☐ Board of Adjustments |
| ☒ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT	PROJECT
Name <u>Taylor Asset Management LLC</u>	Project Location <u>15-9.0-30-003-013-001.000</u>
Address <u>5293 E. Baltic Ln.</u>	Existing Use <u>Single Fam</u>
Phone <u>Joplin, MO 64801</u> <u>417-434-5523</u>	Proposed Use <u>Duplex</u>
Contact Person Name <u>Steven Hays</u>	Existing Zone <u>R1</u>
Contact Person Phone <u>417-850-3050</u>	Proposed Zone <u>R2</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

[Signature], member
Signature of Owner

09/18/2020
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

Neighboring property owners, within 200 feet of property proposed to be rezoned :

NAME	STREET ADDRESS-MAILING ADDRESS (if different)	PARCEL NUMBER
Jerry + Sharon Kimbrough	1400 Cash St.	159030003013001003
Andrew + Crystal Rhodes	1402 Cash St	159030003013006000
Larry Tanner	306 Barton Place	159030003013005000
Gregory + Spring Bradley	304 Barton Place	159030003013004000
Sobrad Properties LLC	302 Barton Place	159030003013003000
R + G Properties of Newton County, LLC	300 Barton Pl.	159030003013002000
Alicia Eslick	1403 Garland Douglas	159030003013001001
Mark + Margaret Stevens	1406 Garland Douglas	159030003010006000
Sarah Bodine	1402 Garland Douglas	159030003010005000
Santiago + Ronda Ramirez	1400 Garland Douglas	159030003010005008
Meridith + Carrie Sampson	P.O. Box 21, Ravine	159030003010005009

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.

27.00
NCA



Image# 004777540002 Type: LAN
Recorded: 03/18/2014 at 08:41:20 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00001576

BK **363** PG **1563**



QUIT CLAIM DEED

Cash

THIS INDENTURE, Made and entered into this 6th day of February, 2014, by and between

GRANTOR: TAYLOR ASSET MANAGEMENT, LLC
of the county of GWINNETT, State of GEORGIA, party of the first part and

GRANTEE: ROBERT E. DAVES LIVING TRUST dated January 22, 2014
ADDRESS: 2100 E. 34th Place, Joplin, MO 64804

Of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it paid by the said party or parties of the second part, (the receipt of which is hereby acknowledged), does or do by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described lots, tracts or parcels of land lying, being and situated in the county of Newton, and State of Missouri, to wit:

All of Lots 23, 24, 25, 26 and 27 in Block 9 in Dogwood Estates Sub-Division in the City of Neosho, Newton County, Missouri, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, Together with all rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto their heirs and assigns forever; so that neither of said party of the first part nor its successors, or assigns nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presences, be excluded or forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

BRETT TAYLOR, Member

TAYLOR ASSET MANAGEMENT, LLC

MYLI TAYLOR, Member

\$27.00

Evenoon, Carlin
Po Box 605
Pineville, mo 64856

Image# 002943260002 Type: LAN
Recorded: 02/15/2007 at 09:06:03 AM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2007-00001260
BK 356 PG 1251



QUIT-CLAIM DEED

#8417 \$27.00

THIS INDENTURE Made on the 29th day of January Two Thousand and Seven, by and between BRETT TAYLOR and MYLI TAYLOR, Co-Trustees of the Harry J. Taylor Non-Marital QTIP Trust of the County of Newton, State of Missouri, Grantors and TAYLOR ASSET MANAGEMENT, LLC, a Georgia Limited Liability Company, of the County of Gwinnett, State of Georgia, Grantee.

(Mailing address of the first named grantee is 1751 Bergen Court, Lawrenceville, GA 30043)

WITNESSETH, that the said Grantors, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN AND NO/100 DOLLARS, to them paid by the said Grantee (the receipt of which is hereby acknowledged) do by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto the said Grantee, the following described lots, tracts or parcels of land, lying and situate in the County of Newton, State of Missouri, to-wit:

All of Lots 2 through 6 inclusive in Block 8; and All of Lots 7, 8, 9 and 10 in Block 7 in Dogwood Estates Sub-division in the City of Neosho, Newton County, Missouri.

THE PURPOSE OF THIS QUIT CLAIM DEED IS TO CORRECT AN ERROR IN A PREVIOUSLY RECORDED QUIT CLAIM DEED, WHICH WAS RECORDED IN BOOK 355 AT PAGE 12139.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its heirs and assigns forever; so that neither the said Grantors nor their heirs nor any other person or persons for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said part Grantors hereunto set their hand and seal the day and year above written.

Taylor Asset Management

Two tracts requested to be re-zoned from R1 to R2

Legend



Subject Re-Zoning Property

Subject Property

E Garland Douglas Dr

Cash St

Barton Pl

Benton Ave

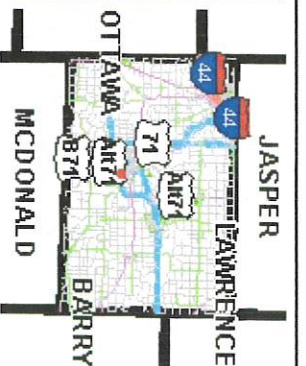
Google Earth

© 2020 Google

400 ft



Newton County, MO



- Legend**
- Road
 - County Roads / City Streets
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - Parcel
 - Corporate Limit Line
 - County Boundary

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1: 1,242

207.0	0	103.52	207.0 Feet
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION
accurate, current, or otherwise reliable

Notes

REQUESTED COUNCIL MEETING DATE: April 1, 2025

ITEM: Bill No. 2025-23: Amending Chapter 500 Buildings and Building Regulations: Site Survey

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-23 Amending 500.050 Amendments - Permits require survey and plans

PURPOSE:

The purpose of this item is to gain the council's approval to modify Chapter 500 and require site surveys for a building permit.

BACKGROUND:

The requirement for site plans will help ensure that mandatory setbacks are met and that access to existing easements and infrastructure is not interfered with. This will ease the permit approval process for the Building Inspector and Development Services.

RECOMMENDATION:

Staff recommends that the City Council authorize the change to Chapter 500.050.

AN ORDINANCE of the City of Neosho amending Chapter 500 Buildings and Building Regulations, Article II Building Code by repealing and replacing Section 500.050(B) Paragraph 3. Application for Permit to require survey and plans for building permits.

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

Section 1. That Chapter 500 Buildings and Building Regulations, Article II Building Code be amended by repealing and replacing Section 500.050 Amendments Paragraph (B)(3) Application for Permit to require survey and plans for building permits and the same be hereby adopted to read as follows:

“Chapter 500 Buildings and Building Regulations”

“Section 500.050 Amendments”

“B.3.

(a) When Permit Is Required. It shall be unlawful to construct, enlarge, alter, remove, demolish, or excavate for any building or change the occupancy of a building from one (1) use group to another, requiring greater strength, exit or sanitary provisions, or to change a building to a prohibitive use, or to construct a parking lot, or construct a retaining wall, or to occupy, use or permit the occupancy or use of a travel trailer or mobile home, or to install or alter any equipment for which provision is made or the installation of which is regulated by the Basic Code, without first filing an application with the Building Official in writing and obtaining a building permit therefor; except that ordinary repairs as previously defined, which do not involve any violation of the Basis Code, shall be exempt from this provision. This permit is for six (6) months and can be renewed at the option of the City. No permit will be required for any facility used as a temporary construction facility for the duration of construction or development period only. Said temporary construction facility must be on wheels or skids and its dimensions shall not exceed nine (9) feet by fifty (50) feet.

(b) Plans And Specifications. The permit application shall be accompanied by not less than two (2) copies of plans and specifications drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed. Whenever plans and specifications are required, they shall bear the signature or seal of an architect or engineer duly licensed by the State of Missouri. Plans and specifications are required for all commercial buildings, multi-family containing more than two (2) dwelling units.

(c) Plans And Specifications — Single- And Two-Family. The permit application shall be accompanied by a non-sealed drawing of proposed construction, including a plot plan drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed, as well as a sealed survey of the lot to be improved from a licensed Missouri surveyor; together showing building setbacks.

(d) Additions or Modifications --Permit applications that add or change a building's footprint of a structure shall be accompanied by a sealed survey of the lot the work is being performed from a licensed Missouri surveyor."

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective _____, 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-24: Canvassing the Returns of the April 8, 2025 Municipal Election for Council Member Seats...UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-24 Canvass of returns of Council Election.4.08.2025
 2. Official April 2025 Election Results
-

PURPOSE:

To canvas the returns of the municipal election held April 8, 2025.

BACKGROUND:

This ordinance is passed as an emergency measure due to the necessity of publishing notice of election as provided by law, which said requirements prohibit the passage of this measure in regular fashion with the customary date.

RECOMMENDATION:

For the council to approve Bill No. 2025-24.

AN ORDINANCE of the City of Neosho, Missouri, canvassing the returns of the municipal election held Tuesday, April 8, 2025, submitting to the qualified voters of said city, candidates for the office of City Council Member for Ward 4 and At Large and declaring the results thereof UNDER EMERGENCY MEASURE so as to comply with provisions in the City Charter.

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

Section 1: It is found and determined that on April 8, 2025, the City of Neosho held and conducted a valid and proper Municipal Election for the purpose of electing One (1) at large (general) council member (three (3) year term) and One (1) ward 4 council member (three (3) year term) and that the Election Authority did make return thereof to the City Clerk as to the count and findings.

Section 2: That after due and proper canvass of said returns and proper count and canvass of absentee ballots, the following are declared to be the official votes:

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR WARD 4

All Voting Precincts	Total
Carl Cobb	420

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR AT-LARGE

All Voting Precincts	Total
Jacob Evans	521
Angela Thomas	588

Section 3: That Carl Cobb-Ward 4 (three (3) year term) and Angela Thomas-At Large (three (3) year term), having received the highest number of votes cast, are hereby declared to be the duly and properly elected Council Members.

Section 4: This ordinance is passed as an emergency measure due to Charter provisions requiring the council to organize on the 15th day of April 2025.

Section 5: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this 15th day of April 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 15th day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
OFFICIAL RESULTS CERTIFIED APRIL 11, 2025

(26 of 26 precincts reported)

Neosho School District Board of Education

Vote For 2		
(16 of 16 precincts reported)		
Jonathan Russell	666	21.91%
Terra K. Oxendine	742	24.41%
Robert Fair	69	2.27%
Zachary Erisman	356	11.71%
Cari Southern	935	30.76%
Jeff Short	123	4.05%
Derek D. Johnson	149	4.90%
Total	3,040	

Seneca R-7 School District Board of Education

Vote For 2		
(7 of 7 precincts reported)		
James Altic	392	51.11%
Roger Alan Marrs	375	48.89%
Total	767	

Seneca R-7 School District Question

(7 of 7 precincts reported)		
YES	324	64.80%
NO	176	35.20%
Total	500	

Joplin Schools Board of Education

Vote For 2		
(10 of 10 precincts reported)		
David Weaver	335	37.51%
Lori Musser	292	32.70%
Thomas Ross	100	11.20%
Derek Gander	166	18.59%
Total	893	

East Newton R-VI School District Board of Education

Vote For 2		
(10 of 10 precincts reported)		
Charles Cook	297	20.12%
Brian Thornton	266	18.02%
Judy Harper	350	23.71%
Shannon Trammell	241	16.33%
Riley Brown	322	21.82%
Total	1,476	

East Newton R-VI School District Proposition Safe Kids

(10 of 10 precincts reported)		
YES	682	82.77%
NO	142	17.23%
Total	824	

Diamond R-IV School District Board of Education

Vote For 2		
(5 of 5 precincts reported)		
William Eric Transeau	73	11.03%
Summer Shackles	19	2.87%
Jennifer Howard	44	6.65%
Trisha Beckett	83	12.54%
Steve B-Nagy	10	1.51%
William Brandon Poindexter	104	15.71%
Travis Ingle	129	19.49%
Jon Henson	200	30.21%
Total	662	

Sarcoxie R-II School District Board of Education

Vote For 2		
(5 of 5 precincts reported)		
Josh Dodson	37	53.62%
James Ogle	32	46.38%
Total	69	

Sarcoxie R-II School District Proposition C.A.R.E.

(5 of 5 precincts reported)		
YES	3	7.14%
NO	39	92.86%
Total	42	



Tami Owens
 4/11/25

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
OFFICIAL RESULTS CERTIFIED APRIL 11, 2025

Carl Junction R-1 School District Board of Education

Vote For 2		
(4 of 4 precincts reported)		
Larry Cowger	2	25.00%
Robert Hays	1	12.50%
Julianna Crow	5	62.50%
Total	8	

McDonald County R-1 School District Board of Education

Vote For 2		
(4 of 4 precincts reported)		
Carrie Milleson	0	0.00%
Bob Campbell	0	0.00%
Dewey Allgood	0	0.00%
Kitty Collingsworth	0	0.00%
Total	0	

Crowder College - Subdistrict 2 Board of Trustees

Vote For 2		
(20 of 20 precincts reported)		
Andy Wood	1,972	41.59%
Rachel Elizabeth Dobbs	1,549	32.67%
Mike Poore	1,220	25.73%
Total	4,741	

City of Diamond Mayor

(4 of 4 precincts reported)		
Jennifer Howard	39	28.06%
Courtney Callis	24	17.27%
Jerry Albin	70	50.36%
LaDonna Hobbs	6	4.32%
Total	139	

City of Diamond Alderman - East Ward

(4 of 4 precincts reported)		
James Kemper	55	100.00%
Total	55	

City of Diamond Alderman - West Ward - 2 Year Term

(4 of 4 precincts reported)		
Dayton Wicker	36	62.07%
Daryl Foster	22	37.93%
Total	58	

City of Diamond Alderman - West Ward - 1 Year Unexpired Term

(4 of 4 precincts reported)		
James Suits	59	100.00%
Total	59	

City of Fairview Alderman - North Ward

(4 of 4 precincts reported)		
Sid Oliver	8	100.00%
Total	8	

City of Fairview Alderman - South Ward

(4 of 4 precincts reported)		
Deborah Price Billings	8	36.36%
Melissa Knisley	2	9.09%
Ana Vang	9	40.91%
Billy W Mahurin	3	13.64%
Total	22	

City of Granby Mayor

(4 of 4 precincts reported)		
Dustin Elder	166	100.00%
Total	166	

City of Granby Alderman - West Ward

(4 of 4 precincts reported)		
Doreen Clouse	76	100.00%
Total	76	

City of Granby Alderman - East Ward

(4 of 4 precincts reported)		
Mark Shaw	36	35.64%
Bobby Brooks	65	64.36%
Total	101	

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
OFFICIAL RESULTS CERTIFIED APRIL 11, 2025

City of Neosho Councilman At-Large

(9 of 9 precincts reported)		
Jacob L. Evans	521	46.98%
Angela Thomas	588	53.02%
Total	1,109	

City of Neosho Councilman Ward 4

(4 of 4 precincts reported)		
Carl F. Cobb	420	100.00%
Total	420	

City of Neosho Proposition "A"

(9 of 9 precincts reported)		
YES	570	48.63%
NO	602	51.37%
Total	1,172	

City of Seneca Councilman Ward 1

(4 of 4 precincts reported)		
Darren King	48	100.00%
Total	48	

City of Seneca Councilman Ward 2

(4 of 4 precincts reported)		
Dustin Housley	29	52.73%
Jim Gilstrap	10	18.18%
Ryan Schauer	16	29.09%
Total	55	

City of Seneca Councilman Ward 3

(4 of 4 precincts reported)		
Jamie Lankford	53	100.00%
Total	53	

Cliff Village Trustees

Vote For 2		
(4 of 4 precincts reported)		
Sharon S. Stuart	4	50.00%
Cassie Estes	4	50.00%
Total	8	

Village of Ritchey Trustees - 1-Year Term

Vote For 2		
(4 of 4 precincts reported)		
Lewis Marion	11	50.00%
Carolyn Marion	11	50.00%
Total	22	

Village of Ritchey Trustees - 2 Year Term

Vote For 2		
(4 of 4 precincts reported)		
Jerry Hawkins	11	50.00%
Bill Breedlove	11	50.00%
Total	22	

Village of Shoal Creek Estates Trustees

Vote For 3		
(4 of 4 precincts reported)		
Elaina Oberzan	10	38.46%
Tammy Wicke	8	30.77%
Elizabeth Barnica	8	30.77%
Total	26	

Village of Stella Trustees

Vote For 3		
(4 of 4 precincts reported)		
Mark Youngblood	23	29.49%
Theresa Hammon	20	25.64%
Chris Jones	23	29.49%
Rex Baxter	12	15.38%
Total	78	

Joplin Special Road District Commissioner

(12 of 12 precincts reported)		
Tim M Bailey	328	54.76%
David Wunderlin	271	45.24%
Total	599	

Newton County Ambulance District 5 Board of Directors

(6 of 6 precincts reported)		
Peggy S. Hopper	512	100.00%
Total	512	

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
OFFICIAL RESULTS CERTIFIED APRIL 11, 2025

Newton County Ambulance District 6 Board of Directors

(5 of 5 precincts reported)

Jason Woods	664	100.00%
Total	664	

Diamond Area Fire Protection District Board of Directors

Vote For 2
(7 of 7 precincts reported)

Jennifer Sexton	105	19.52%
Lola Sill	173	32.16%
Jimmy Bradley	260	48.33%
Total	538	

Diamond Area Fire Protection District Proposition F

(7 of 7 precincts reported)

YES	257	68.53%
NO	118	31.47%
Total	375	

Seneca Area Fire Protection District Proposition

(5 of 5 precincts reported)

YES	127	46.86%
NO	144	53.14%
Total	271	

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-25: Canvassing the Returns of the April 8, 2025 Municipal Election-Use Tax...UNDER EMERGENCY MEASURE...1ST, 2ND & 3RD READINGS

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2025-25 Canvass of returns of Use Tax Election.4.08.2025
 2. Official April 2025 Election Results
-

PURPOSE:

To canvas the results of municipal election held April 8, 2025.

BACKGROUND:

This ordinance is passed as an emergency measure due to the necessity of publishing notice of election as provided by law, which said requirements prohibit the passage of this measure in regular fashion with the customary date.

RECOMMENDATION:

For the council to approve Bill No. 2025-25.

AN ORDINANCE of the City of Neosho, Missouri, canvassing the returns of the municipal election held Tuesday, April 8, 2025, submitting to the qualified voters of said city, to impose a use tax for general revenue purposes at the rate of three percent (3.0%) and declaring the results thereof UNDER EMERGENCY MEASURE so as to comply with provisions of the City Charter.

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

Section 1: It is found and determined that on April 8, 2025, the City of Neosho held and conducted a valid and proper Municipal Election for the purpose of imposing a Use Tax for general revenue and that the Election Authority did make return thereof to the City Clerk as to the count and findings.

Section 2: That after due and proper canvass of said returns and proper count and canvass of absentee ballots, the following are declared to be the official votes:

**PROPOSITION A
FOR USE TAX**

Total

Yes 570

No 602

Section 3: Yes votes = 570 and No votes = 602. The Use Tax for general revenue failed.

Section 4: This ordinance is passed as an emergency measure due to Charter provisions requiring the council to organize on the 15th day of April 2025.

Section 5: This ordinance shall be in full force and effect upon final passage and approval.

APPROVED after final passage this 15th day of April 2025.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 15th day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

{Signatures on the Next Page Continued.}

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
OFFICIAL RESULTS CERTIFIED APRIL 11, 2025

(26 of 26 precincts reported)

Neosho School District Board of Education

Vote For 2		
(16 of 16 precincts reported)		
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(7 of 7 precincts reported)		
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Total	500	

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Vote For 2		
(10 of 10 precincts reported)		
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NO	142	17.23%
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Tami Owens
 4/11/25

NEWTON COUNTY
2025 Newton Municipal
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Total	4,741	

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City of Diamond Alderman - West Ward - 2 Year Term

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Daryl Foster	22	37.93%
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James Suits	59	100.00%
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City of Fairview Alderman - North Ward

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Sid Oliver	8	100.00%
Total	8	

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Doreen Clouse	76	100.00%
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Mark Shaw	36	35.64%
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NEWTON COUNTY
2025 Newton Municipal
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City of Neosho Councilman At-Large

(9 of 9 precincts reported)		
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Angela Thomas	588	53.02%
Total	1,109	

City of Neosho Councilman Ward 4

(4 of 4 precincts reported)		
Carl F. Cobb	420	100.00%
Total	420	

City of Neosho Proposition "A"

(9 of 9 precincts reported)		
YES	570	48.63%
NO	602	51.37%
Total	1,172	

City of Seneca Councilman Ward 1

(4 of 4 precincts reported)		
Darren King	48	100.00%
Total	48	

City of Seneca Councilman Ward 2

(4 of 4 precincts reported)		
Dustin Housley	29	52.73%
Jim Gilstrap	10	18.18%
Ryan Schauer	16	29.09%
Total	55	

City of Seneca Councilman Ward 3

(4 of 4 precincts reported)		
Jamie Lankford	53	100.00%
Total	53	

Cliff Village Trustees

Vote For 2		
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Sharon S. Stuart	4	50.00%
Cassie Estes	4	50.00%
Total	8	

Village of Ritchey Trustees - 1-Year Term

Vote For 2		
(4 of 4 precincts reported)		
Lewis Marion	11	50.00%
Carolyn Marion	11	50.00%
Total	22	

Village of Ritchey Trustees - 2 Year Term

Vote For 2		
(4 of 4 precincts reported)		
Jerry Hawkins	11	50.00%
Bill Breedlove	11	50.00%
Total	22	

Village of Shoal Creek Estates Trustees

Vote For 3		
(4 of 4 precincts reported)		
Elaina Oberzan	10	38.46%
Tammy Wicke	8	30.77%
Elizabeth Barnica	8	30.77%
Total	26	

Village of Stella Trustees

Vote For 3		
(4 of 4 precincts reported)		
Mark Youngblood	23	29.49%
Theresa Hammon	20	25.64%
Chris Jones	23	29.49%
Rex Baxter	12	15.38%
Total	78	

Joplin Special Road District Commissioner

(12 of 12 precincts reported)		
Tim M Bailey	328	54.76%
David Wunderlin	271	45.24%
Total	599	

Newton County Ambulance District 5 Board of Directors

(6 of 6 precincts reported)		
Peggy S. Hopper	512	100.00%
Total	512	

NEWTON COUNTY
2025 Newton Municipal
April 8, 2025
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Newton County Ambulance District 6 Board of Directors

(5 of 5 precincts reported)

Jason Woods	664	100.00%
Total	664	

Diamond Area Fire Protection District Board of Directors

Vote For 2
(7 of 7 precincts reported)

Jennifer Sexton	105	19.52%
Lola Sill	173	32.16%
Jimmy Bradley	260	48.33%
Total	538	

Diamond Area Fire Protection District Proposition F

(7 of 7 precincts reported)

YES	257	68.53%
NO	118	31.47%
Total	375	

Seneca Area Fire Protection District Proposition

(5 of 5 precincts reported)

YES	127	46.86%
NO	144	53.14%
Total	271	

REQUESTED COUNCIL MEETING DATE: April 15, 2025**ITEM:** Sale of City Vehicles-Equipment

ORIGINATING DEPARTMENT: City Clerk**ATTACHMENT:****1. Sale of City Vehicles Bid**

PURPOSE:

To approve the bids received for sale of city vehicles and equipment.

BACKGROUND:

The city sent out a request for bids for the sale of multiple department vehicles and one tractor. Staff also placed the bid on the city website. The city received bids for the following:

	2005 Ford F250	2019 Dodge Charger	2014 Dodge Charger	2015 Ford Super Crew F350	2014 Kioti Tractor
Starting Bid	\$8,000.00	\$4,000.00	\$5,000.00	\$6,000.00	\$7,000.00
Department	FD	PD	PD	PW	Pe
Ringwood Motors	No Bid	\$4,280.00	\$4,280.00	\$6,080.00	No Bid
Shane Lake	\$11,150.00	No Bid	No Bid	No Bid	No Bid
Terry Hurn	\$6,000.00	\$1,200.00	\$2,000.00	\$3,000.00	\$4,000.00
Tim Caya	No Bid	No Bid	\$5,427.00	No Bid	No Bid

RECOMMENDATION:

Staff recommends approving the bid from Shane Lake for the 2005 F250 in the amount of \$11,150, approve the bid from Ringwood Motors for the 2019 Dodge Charger in the amount of \$4,280, as well as the 2015 F350 in the amount of \$6,080, approve the bid from Tim Caya for the 2014 Dodge Charger in the amount of \$5,427 and approve the bid from Terry Hurn for the 2014 Kioti Tractor in the amount of \$4,000.

April 10, 2025 Vehicle/Equipment Bid

Starting Bid Department	2005 Ford F250 \$8,000.00 FD	2019 Dodge Charger \$4,000.00 PD	2014 Dodge Charger \$5,000.00 PD	2015 Ford Super Crew F350 \$6,000.00 PW	2014 Kioti Tractor \$7,500.00 Parks
Ringwood Motors	No Bid	\$4,280.00	\$4,280.00	\$6,080.00	No Bid
Shane Lake	\$11,150.00	No Bid	No Bid	No Bid	No Bid
Terry Hurn	\$6,000.00	\$1,200.00	\$2,000.00	\$3,000.00	\$4,000.00
Tim Caya	No Bid	No Bid	\$5,427.00	No Bid	No Bid

Bid for 2005 Ford F250

\$11,250 From Shane Lake

417-825-8316

BID AGREEMENT FORM

(Must be completed and attached to bid sheet)

I Terry Hoon agree to purchase the items for which I have entered bid amounts in the "Purchase Bid Price" page. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand and agree to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. By signing below, I certify that I have read and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY:

For vehicle 1: To arrange an appointment to inspect the property, please contact the Neosho Fire Department at 417-451-8021 between the hours of 8:00 AM and 3:00 PM Tuesday through Thursday.

For vehicles 2 and 3: To arrange an appointment to inspect the property, please contact the Neosho Police Department at 417-451-8012 between the hours of 8:00 AM and 4:00 PM Monday through Friday.

For vehicle 4: To arrange an appointment to inspect the property, please contact the Neosho Public Works Department at 417-451-8071 between the hours of 8:00 AM and 3:00 PM Monday through Friday.

For Kioti Tractor: To arrange an appointment to inspect the property, please contact the Neosho Parks Department at 417-451-8090 between the hours of 8:00 AM and 3:00 PM Monday through Friday.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than **March 27, 2025, at 10:00 am.** to Neosho City Hall, Attention: City Clerk 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment must be made at the City Hall location (203 East Main Street, Neosho, MO 64850). Payment can be made by cash, cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with the department listed above to pick-up the vehicle or equipment.

SIGNATURE:

Terry Hoon

DATE:

4-10-25

BID AGREEMENT FORM

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the with the coordinating department depending on the vehicle you won the bid for to ensure that all paperwork is complete and ready.

COMPANY: Terrys Auto Repair

SIGNED BY: [Signature]

ADDRESS: 1530 W Valley Rd
Granby mo 64844

EMAIL: _____

PHONE: 417 850 - 6902

Purchase Bid Price:

(To be completed by bidding party)

You have the opportunity to bid on one or all five vehicles/equipment.

2005 Ford F250 (Starting Bids \$10,000) \$ 6000.00
(Starting Bids \$8,000)

2019 Dodge Charger Police Car \$ 1200.00
(Starting Bids \$4,000)

2014 Dodge Charger Police Car \$ 2000.00
(Starting Bids \$5,000)

2015 Ford Super Crew F350 \$ 3000.00
(Starting Bids \$6,000)

2014 Kioti Utility Tractor with Loader \$ 4000.00
(Starting Bids \$7,500)

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I RINGWOOD MOTORS INC agree to purchase the items for which I have entered bid amounts in the "Purchase Bid Price" page. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand and agree to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. By signing below, I certify that I have read and agree to all terms and conditions of the sale.

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For Kioti Tractor: To arrange an appointment to inspect the property, please contact the Neosho Parks Department at 417-451-8090 between the hours of 8:00 AM and 3:00 PM Monday through Friday.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than April 10, 2025, at 10:00 am. to Neosho City Hall, Attention: City Clerk 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment must be made at the City Hall location (203 East Main Street, Neosho, MO 64850). Payment can be made by cash, cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with the department listed above to pick-up the vehicle or equipment.

SIGNATURE: Yousef Dabbagh **DATE:** 03-20-2025

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the with the coordinating department depending on the vehicle you won the bid for to ensure that all paperwork is complete and ready.

COMPANY NAME: RINGWOOD MOTORS INC

SIGNED BY (Please Print.): Yousef Dabbagh

ADDRESS: 5406 AUSTIN CT. RINGWOOD, IL 60072

EMAIL: RINGWOODMOTORSINC@GMAIL.COM **PHONE:** (847) 404-7096

Purchase Bid Price:

(To be completed by bidding party)

You have the opportunity to bid on one or all five vehicles/equipment.

2005 Ford F250
(Starting Bids \$8,000)

\$ No Bid

2019 Dodge Charger Police Car
(Starting Bids \$4,000)

\$ 4280.00

2014 Dodge Charger Police Car
(Starting Bids \$5,000)

\$ 4280.00

2015 Ford Super Crew F350
(Starting Bids \$6,000)

\$ 6080.00

2014 Kioti Utility Tractor with Loader
(Starting Bids \$7,500)

\$ No Bid

BID AGREEMENT FORM
(Must be completed and attached to bid sheet)

I Tim Cayan agree to purchase the items for which I have entered bid amounts in the "Purchase Bid Price" page. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand and agree to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. By signing below, I certify that I have read and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY:

For vehicle 1: To arrange an appointment to inspect the property, please contact the Neosho Fire Department at 417-451-8021 between the hours of 8:00 AM and 3:00 PM Tuesday through Thursday.

For vehicles 2 and 3: To arrange an appointment to inspect the property, please contact the Neosho Police Department at 417-451-8012 between the hours of 8:00 AM and 4:00 PM Monday through Friday.

For vehicle 4: To arrange an appointment to inspect the property, please contact the Neosho Public Works Department at 417-451-8071 between the hours of 8:00 AM and 3:00 PM Monday through Friday.

For Kioti Tractor: To arrange an appointment to inspect the property, please contact the Neosho Parks Department at 417-451-8090 between the hours of 8:00 AM and 3:00 PM Monday through Friday.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than April 10, 2025, at 10:00 am. to Neosho City Hall, Attention: City Clerk 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment must be made at the City Hall location (203 East Main Street, Neosho, MO 64850). Payment can be made by cash, cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with the department listed above to pick-up the vehicle or equipment.

SIGNATURE: Tim Cayan **DATE:** April 2, 2025

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the with the coordinating department depending on the vehicle you won the bid for to ensure that all paperwork is complete and ready.

COMPANY NAME: _____

SIGNED BY (Please Print.): Tim Cayan

ADDRESS: 1810 12th St S Apt 1 Brookings SD 57006

EMAIL: TLCZWA@yghor.com **PHONE:** 605 592 5533

Purchase Bid Price:

(To be completed by bidding party)

You have the opportunity to bid on one or all five vehicles/equipment.

2005 Ford F250

(Starting Bids \$8,000)

\$ _____

2019 Dodge Charger Police Car

(Starting Bids \$4,000)

\$ _____

2014 Dodge Charger Police Car

(Starting Bids \$5,000)

\$ 5,427⁰⁰

2015 Ford Super Crew F350

(Starting Bids \$6,000)

\$ _____

2014 Kioti Utility Tractor with Loader

(Starting Bids \$7,500)

\$ _____

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Construction Bids for T-Hangar Project

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 2025-03-31 - Bid Tab - EOS Hangar
 2. T-Hangar Bid - CSG - \$747,000
 3. T-Hangar Bid - Branco - \$808,982.62
-

PURPOSE:

The purpose of this item is to gain the Council's acceptance of a contract for construction of a 5-unit airplane T-Hangar at the Hugh Robinson Airport.

BACKGROUND:

The city was awarded a MoDot Aviation Grant to construct a 5-unit airplane T-Hangar at the Hugh Robinson Airport. Two sealed bids were received and opened on March 28, 2025. Marion Company, LLC bid \$747,000 for the project and Branco Enterprises bid the project at \$808,982.63. The engineers estimated construction costs were \$755,000.00. Both bids met the requirements for a qualified bidder.

RECOMMENDATION:

Staff recommends council accept the bid from Marion Company, LLC for \$747,000.



BID TABULATION

NEOSHO HUGH ROBINSON AIRPORT (EOS)
NEOSHO, MISSOURI

CONSTRUCT 5-UNIT T-HANGAR
MODOT PROJECT NO. 24-096A-1
Bid Opening: March 28, 2025 at 2:00 P.M. (CDT)



Item No.	Spec No.	Description	Qty	Unit	Engineer's Estimate		Marion Company, LLC dba Construction Services Group		Branco Enterprises, Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 53,075.00	\$ 53,075.00	\$ 71,000.00	\$ 71,000.00	\$ 69,500.00	\$ 69,500.00
2	TEMP	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 17,300.00	\$ 17,300.00	\$ 7,800.00	\$ 7,800.00
3	P-101	Saw Cut (Full Depth)	223	L.F.	\$ 25.00	\$ 5,575.00	\$ 66.15	\$ 14,751.45	\$ 7.24	\$ 1,614.52
4	P-101	Remove Existing Concrete Pavement	235	S.Y.	\$ 40.00	\$ 9,400.00	\$ 48.73	\$ 11,451.55	\$ 52.15	\$ 12,255.25
5	P-101	Remove Existing Aggregate Base Course	235	S.Y.	\$ 30.00	\$ 7,050.00	\$ 48.73	\$ 11,451.55	\$ 15.11	\$ 3,550.85
6	P-101	Remove Portion of Underdrain System	1	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,592.00	\$ 1,592.00
7	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 4,750.00	\$ 4,750.00	\$ 23,412.00	\$ 23,412.00
8	---	Construct 5-Unit T-Hangar	1	L.S.	\$ 580,000.00	\$ 580,000.00	\$ 569,994.67	\$ 569,994.67	\$ 650,257.00	\$ 650,257.00
9	---	Construct Hangar Approach	337	S.Y.	\$ 200.00	\$ 67,400.00	\$ 132.94	\$ 44,800.78	\$ 115.73	\$ 39,001.01
TOTAL BID					\$755,000.00		\$747,000.00		\$808,982.63	

Highlighted cell denotes mathematical error in the bid submitted. A correction in the specific Amount and Total Bid were required to correct the mathematical error.

PROPOSAL FORM
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT (EOS)
 State Block Grant Project No. 24-096A-1

TO: City of Neosho, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

Construct 5-Unit T-Hangar

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
CONSTRUCT 5-UNIT T-HANGAR							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	71,000	00	71,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	17,300	00	17,300	00
3	P-101	Saw Cut (Full Depth)	223 L.F.	66	15	14,751	45
4	P-101	Remove Existing Concrete Pavement	235 S.Y.	48	73	11,451	55
5	P-101	Remove Existing Aggregate Base Course	235 S.Y.	48	73	11,451	55
6	P-101	Remove Portion of Underdrain System	1 L.S.	1,500	00	1,500	00
7	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	4,750	00	4,750	00
8	---	Construct 5-Unit T-Hangar	1 L.S.	569,994	67	569,994	67
9	---	Construct Hangar Approach	337 S.Y.	132	94	44,800	78
CONSTRUCTION TOTAL						747,000	00

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement, and delivery from the date of the Notice-to-Proceed for PROCUREMENT and eighty (80) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.** All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual. Shifting of contract time between phases will not be permitted.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **two thousand one hundred dollars (\$2,100.00)** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **0.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

I. The undersigned acknowledges receipt of the following addenda:

Addendum No. #1, dated 03/20/2025 Date Received 03/20/2025

Addendum No. #2, dated 03/21/2025 Date Received 03/21/2025

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**
The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

g. Buy American Certification: (Title 49 U.S.C. § 50101)

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in ATP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

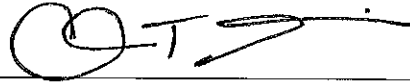
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product.

- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 28, 2025
Date


Signature

Marion Company, LLC
Company Name

Tyler Marion - President
Title

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
 - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

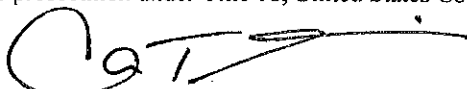
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 28, 2025

Date



Signature

Marion Company, LLC

Company Name

Tyler Marion - President

Title

h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT
AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Newton)

On this 28 day of March, 2025, before me appeared
TYLER MARION, personally known to me or proved to me on the basis of satisfactory evidence to
be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is TYLER MARION, and I am of sound mind, capable of making this affidavit,
and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement
with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other
activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business
entities:

I am the PRESIDENT of Marion Company, LLC, and I am duly authorized, directed, and/or
(title) (business name)
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization
program operated by the United States Department of Homeland Security, and the aforementioned business entity shall
participate in said program to verify information (employment eligibility) of newly hired employees working in connection
to work under the within contract agreement. I have attached documentation to this affidavit to evidence
enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by
Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly
employ, in connection to work under the within contract agreement, any alien who does not have the legal right or
authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section
285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for
subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

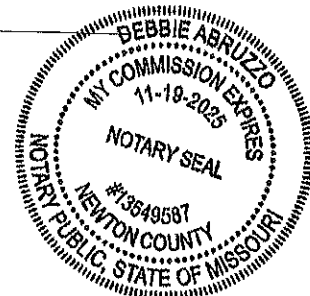
I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not
under duress.

(Affiant Signature)

Subscribed and sworn to before me this 28th day of March, 2025.

Debbie Abruzzo
(Notary Public)

My commission expires: November 19, 2025



[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
GBH REMIX 510 MURPHY DRIVE JOPLIN, MO 64802	CONCRETE SUPPLY	APPROX. \$ 55,100.00	100%	55,100.00	7%
TOTAL DBE PARTICIPATION				\$ 55,100.00	7 %

* PER SPECS, 0.00% REQ.

**Cannot exceed contract amount for given item of work.

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

***** OFFICIAL BID FORM *****

(Revised per Addendum No. 1) Page 12 of 12

~~THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE ORIGINAL BOUND PROJECT MANUAL.~~

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

☒ sole individual () partnership () joint venture

() corporation, incorporated under the laws of state of _____.

Executed by bidder this 28TH day of MARCH 2025.

Name of individual,
all partners
or joint venturers:

CHRIS MARION

Address of each:

12451 HIGHWAY 59, NEOSHO, MO

doing business under the name of:

CONSTRUCTION SERVICES GROUP
(If using a fictitious name, show this name
above in addition to legal names)

Address of principal place of business in
Missouri:

12451 HWY 59, NEOSHO, MO

(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature) Secretary

Please print name


(Signature) PRESIDENT
(Title)

TYLER MARION

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Marion Company, LLC dba Construction Services Group

of 12451 Highway 59, Neosho, Missouri 64850

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto The City of Neosho

203 E. Main Street, Neosho, Missouri 64850

(hereinafter called the Oblige) in the penal sum of Five (5%) percent of the amount of the principal's bid

Dollars (5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Project No. 24-096A-1 - Construct 5 Unit T-Hangar at the Neosho Hugh Robinson Airport (EOS)

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

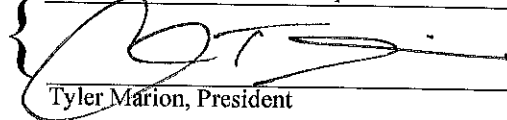
Signed and sealed this 19th day of March, 2025.



Witness

Marion Company, LLC dba
Construction Services Group

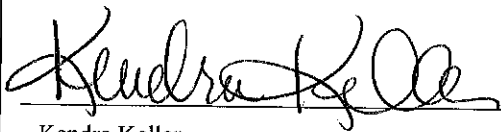
(Seal)



Principal

Tyler Marion, President

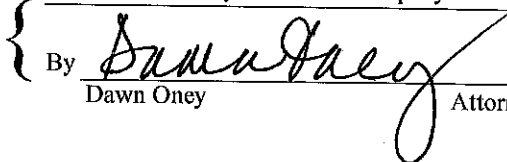
Title



Kendra Keller

Witness

The Ohio Casualty Insurance Company

By 

Dawn Oney

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210524 - 973728**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn Oney, Scott Brothers

all of the city of Joplin state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

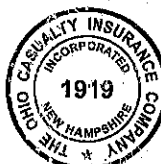
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PROPOSAL FORM
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT (EOS)
 State Block Grant Project No. 24-096A-1

TO: City of Neosho, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

Construct 5-Unit T-Hangar

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
CONSTRUCT 5-UNIT T-HANGAR							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	69500	00	69500	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	7800	00	7800	00
3	P-101	Saw Cut (Full Depth)	223 L.F.	7	24	1614	52
4	P-101	Remove Existing Concrete Pavement	235 S.Y.	52	15	12,255	25
5	P-101	Remove Existing Aggregate Base Course	235 S.Y.	15	11	3,550	85
6	P-101	Remove Portion of Underdrain System	1 L.S.	1592	00	1592	00
7	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	23412	00	23412	00
8	---	Construct 5-Unit T-Hangar	1 L.S.	650,257	00	650,257	00
9	---	Construct Hangar Approach	337 S.Y.	115	73	39001	00
CONSTRUCTION TOTAL						808,982	62

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement, and delivery from the date of the Notice-to-Proceed for PROCUREMENT and eighty (80) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual. Shifting of contract time between phases will not be permitted.**
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **two thousand one hundred dollars (\$2,100.00)** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **0.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

I. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated 03/20/2025 Date Received 03/20/2025Addendum No. 2, dated 03/21/2025 Date Received 03/21/2025

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**
The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

g. Buy American Certification: (Title 49 U.S.C. § 50101)

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product.

- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

03/28/2025
Date

[Signature]
Signature

Branco Enterprises Inc.
Company Name

Assistant Secretary
Title

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

- Only installing steel and manufactured products produced in the United States;
- Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

03/28/2025
Date

P. J. L.
Signature

Branco Enterprises Inc.
Company Name

Assistant Secretary
Title

h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Newton)

On this 28th day of March, 20 25, before me appeared Rich Puckett, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Rich Puckett, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Human Resources Manager (title) of Branco Enterprises, Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

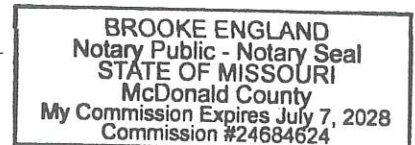
I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

[Signature]
(Affiant Signature)

Subscribed and sworn to before me this 28th day of March, 20 25.

[Signature]
(Notary Public)

My commission expires: July 07, 2028



[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

Company ID Number: 171873

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: BRANCO ENTERPRISES, INC.

Company Facility Address: 12033 E HWY 86
NEOSHO, MO 64850

Company Alternate Address: PO BOX 459
NEOSHO, MO 64850

County or Parish: NEWTON

Employer Identification Number: 431090740

North American Industry
Classification Systems Code: 236

Parent Company: BRANCO ENTERPRISES, INC

Number of Employees: 100 to
499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **RICH PUCKETT**
Telephone Number: **(417) 451 - 5250 ext. 102** Fax Number: **(417) 451 - 5254**
E-mail Address: **RPUCKETT@BRANCO.COM**

Company ID Number: 171873

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer BRANCO ENTERPRISES, INC.

RICH PUCKETT

Name (Please type or print)

HUMAN RESOURCE DEPT

Title

Electronically Signed

Signature

4/29/2014

Date

Department of Homeland Security – Verification Division

Company ID Number: 171873

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

4/29/14

Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
N/A					
TOTAL DBE PARTICIPATION				\$	%

**Cannot exceed contract amount for given item of work.

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

***** OFFICIAL BID FORM *****

(Revised per Addendum No. 1) Page 12 of 12

~~THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE ORIGINAL BOUND PROJECT MANUAL.~~

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

() sole individual

() partnership

() joint venture

(x) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 28th day of March 20 25.

Name of individual,
all partners
or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

(If using a fictitious name, show this name
above in addition to legal names)

Branco Enterprises Inc.
(If a corporation, show its name above)

12033 E Hwy 86
Neosho, MO 64850

ATTEST: (SEAL)


(Signature) Secretary

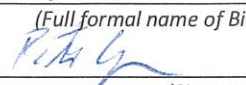
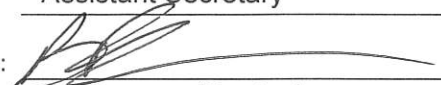
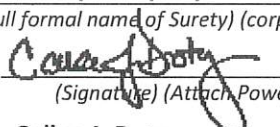
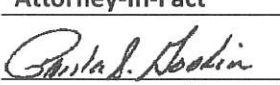
 Assistant Secretary
(Signature) (Title)

Bryce McDermott
Please print name

Patrick Capron
Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo

BID BOND (PENAL SUM FORM)

Bidder Name: Branco Enterprises, Inc. Address (principal place of business): 12033 E. Highway 86 Neosho, MO. 64850	Surety Name: Western Surety Company Address (principal place of business): 7400 College Blvd., #650 Overland Park, KS. 66210 (800) 888-3269
Owner Name: City of Neosho, Missouri Address (principal place of business): 203 E. Main Neosho, MO. 64850	Bid Project (name and location): Hugh Robinson Airport Construct 5-Unit T-Hangar Neosho, Missouri Bid Due Date: March 28, 2025
Bond Penal Sum: Five Percent (5%) of Amount Bid *** Date of Bond: March 28, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Branco Enterprises, Inc. (Full formal name of Bidder) By:  (Signature) Name: Patrick Capron (Printed or typed) Title: Assistant Secretary Attest:  (Signature) Name: Brooke Engalnd (Printed or typed) Title: Witness/Estimating Assistant	Surety Western Surety Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Callae J. Doty (Printed or typed) Title: Attorney-In-Fact Attest:  (Signature) Name: Paula S. Goodin (Printed or typed) Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary L Yost, Thomas A Montileone, Callae J Doty, Bethany Eaton, Paula S Goodin, Angela Lindeman, Individually

of Springfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of February, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of February, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-26: Police Facility Group Architect Contract for the Construction of the Public Safety Center

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2025-26 Contract with Architect - Public Safety Facility (2025)
 2. Architect Agreement with Police Facility Group for Public Safety Group
 3. Neosho Estimate of Reimbursable Expense
-

PURPOSE:

The purpose of this agenda item is to approve an architect and sign a contract for their services.

BACKGROUND:

The process of finding and approving an architect for the new public safety center began last July by sending out RFQs and then holding interviews with the top 5 firms that we interviewed. The selection committee was made up of members from the Fire Department, Police Department, Finance Department, City Manager, City Clerk and Developmental services department. The top 5 firms were selected following the state statute for selecting an architect. After the process of selecting the top firm for our needs was completed, we held several conference calls and meetings with the selected firm. The firm we agreed upon was the Police Facility Design group. They have specific knowledge of the needs of a police facility and have partnered with BKV architects, who have extensive knowledge of building fire stations. We feel like this is an excellent selection for our needs. We have received a contract from the Police Facility Design Group, who are the lead architectural firm on our project, and have sent it to the City Attorney for approval. The attorney has approved the contract.

RECOMMENDATION:

Staff recommends Council approval and for the Mayor to execute.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement with Police Facility Design Group, P.A., a Kansas professional association, for the purpose of providing architectural planning and design services for the construction of a police and fire facility; 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, Missouri, and Police Facility Design Group, P.A., a Kansas professional association, for the purpose of providing architectural planning and design services for the construction of a police and fire facility, 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 the foregoing 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 May, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Neosho, Missouri
203 East Main Street
Neosho, Missouri 64850

and the Architect:
(Name, legal status, address and other information)

Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700

for the following Project:
(Name, location and detailed description)

Neosho Public Safety Center

Planning, Design, and Construction for Police and Fire Facilities on a site owned by the
City of Neosho

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The initial Owner's program will be established as part of the preliminary work under this Agreement, based initially on the project description in the RFQ, final program and budget being acceptable to the owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will be of new construction, on a centrally located City owned property with existing surrounding street and nearby utilities. Size, costs, and probable construction materials will be developed under the initial programming and concept design phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

2026, the precise date to be determined

.3 Substantial Completion date or dates:

2027, the precise date to be determined

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design, Bid, Build (Competitive Bid)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No LEED requirement. Design the project to incorporate energy efficient strategies that reflect good life cycle value at an acceptable initial cost.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

David Kennedy, City Manager
203 East Main Street
Neosho, MO 64850
417-451-8050

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.) Jason Baird, Chief of Police
201 North College Street
Neosho, MO 64850
417-451-8012

Aaron Houk, Fire Chief
125 North College Street
Neosho, MO 64850
417-451-8021

§ 1.1.9 The Architect will assist the Owner in retaining the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Under Architects Agreement and services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Surveyor. Firm/Entity to be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Estes
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700, x302

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.0 Associate Architect for Fire Facility:

BKV Architects
222 North 2nd Street, Suite 101
Minneapolis, MN 55401
612-339-3752

.1 Structural Engineer:

Bob D. Campbell & Company
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

.2 Mechanical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.3 Electrical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.4 Civil Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

None anticipated.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The initial program and concept design will establish the scope of work going forward for Basic Design Services (Design, and Construction Administration). The initial programming and concept design phase will be at the Stipulated Sum stated in Article 11. The Basic Services Phase fee will be determined by applying the percentage of construction fee stated in Article 11 to the budget determined by the programming and concept design phase at their completion and acceptance by the City. At the City's acceptance of the budget, the percentage of construction fee will be converted to a stipulated sum fee reflecting the percentage stated in Article 11 applied to the accepted budget.

The Architect will facilitate and assist Owner in procuring FF&E related to tables, work stations, chairs, etc. Architectural documents will establish furnishings layout, quantities, and general product configuration for vendor bidding. Architect will assist in conveying quality desired but will not produce a detailed furnishings specification for bidding.

Architect will provide design for integrated door/access control, CCTV, AV hardware (not including tv selection/procurement) as part of their services.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one-million (\$ 1,000,000) for each occurrence and two-million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one-million (\$ 1,000,000) each accident, one-million (\$ 1,000,000) each employee, and one-million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million (\$ 1,000,000) per claim and two-million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3.0 SCOPE OF ARCHITECT'S PRE-DESIGN SERVICES

§ 3.0.1 **Pre-design scope of Service** in general is to determine the specific space needs for all Police Department, Fire Department and Emergency Services Operations and to identify and evaluate the best concepts for the development of facilities to support the programmed needs. This space determination will result in the establishment of the individual spaces within the facility, the total building size, and the site space needs such as parking areas. From this space need determination, evaluate the most probable scenarios for developing facilities to meet that need. That scenario evaluation will compare and contrast the functionality and cost related to any identified development scenario. It is anticipated that probable development scenarios may include a separate police and fire facilities on remote sites from one another, separate building structures on the same site (campus configuration), or a joint facility with the sharing of some space.

§ 3.0.2 Details of the Scope of Services are as follows:

§ 3.0.2.1 Meet with key department managers within each department in initial on-site information gathering work sessions. Study the routine operations as required to understand optimal department functions and interactions.

§ 3.0.2.2 Establish facility needs separately for each occupant group, Police and Fire. Facility needs will be established for both current facility needs, and future facility needs. Future facility needs will reflect the requirements anticipated in 20 years (planning horizon), again, corresponding to the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts, or personnel growth by an alternate measure as prescribed by the Owner.

§ 3.0.2.2.1 Within each occupant group, Police and Fire, identify space that could be shared.

§ 3.0.2.3 At site level programming, determine the parking requirement for fleet, staff, and public (visitors) vehicles to be parked on the site acreage.

§ 3.0.2.4 From the resulting space programming, establish alternate building concepts as outlined in 3.0.1 above. For a joint facility, apply a reduction in square footage for space identified as acceptable for shared use between Police and Fire. Concepts will be diagrammatic in their conveyance, showing the resulting footprint size of the building structures and possible configuration, parking and drives, site boundaries and surrounding streets and context, and key access points to the building to allow for understanding of function and flow on the site and into and out of the facilities.

§ 3.0.2.5 Establish probable costs for each project development concept (site and building configuration). Probable costs will include hard costs for building construction and normal site development based on square footage and unit costs. Additionally, the design team will establish project soft costs typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings and equipment.

§ 3.0.2.6 Evaluate the strengths and weaknesses of each concept and compare one to another regarding function.

§ 3.0.2.7 Prepare drawings and supporting narrative to inform the City of the concept comparisons, for the purpose of assisting them in deciding on the best concept alternative that meets their needs and goals moving forward into the Basic Services Phase.

§ 3.0.2.8 Document the accepted concept, scope and budget to be advanced.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 From a determination of the best concept option in the Pre-design Phase the Architect shall proceed with the design, and shall review laws, codes, and regulations applicable to the Architect's services.

(Paragraphs deleted)

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Not applicable.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Not Applicable.

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Not applicable.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Not applicable.
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Not applicable.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

Twenty percent on the balance of the service fee remaining.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Pre-design services as outlined in Article 3.0 a fee of \$25,000, plus reimbursable expenses authorized by the owner at actual cost.

.2 Percentage Basis
(Insert percentage value)

For Basic Services: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, a percentage of construction in the amount of eight-point-seven-five percent (8.75 %) of the Owner's accepted budget following the completion of the Programming and Concept Design, plus reimbursable expense authorized by the owner at actual expense.

.3 Other
(Describe the method of compensation)

Following the establishment and acceptance by the owner of the scope of work corresponding to the selected design concept at the completion of the Pre-design Services, and the associated budget, the percentage fee in 11.1.2 above will be converted to a Stipulated Sum fee.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the percentage stated in Article 11.2 for the additional scope, or a stipulated sum based on the service performed; method of fee calculation to be mutually agreeable to both Parties to this Agreement.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty--	percent (	20	%)
Construction Documents	forty	percent (	40	%)

Init.

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User Notes:

(1314138967)

Phase				
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Not applicable.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Not applicable.;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Not applicable.
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Not applicable.
- .11 Not applicable.
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

TBD

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init.

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(1314138967)

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Not applicable.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .3 Exhibits: A, Estimate of Reimbursable Expense (To be Billed at Actual Cost Incurred).

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Richard Davidson, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

James P. Estes, President PFDG

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:04 CT on 04/11/2025.

PAGE 1

AGREEMENT made as of the 15th day of April in the year 2025

...

City of Neosho, Missouri
203 East Main Street
Neosho, Missouri 64850

...

Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700

...

Neosho Public Safety Center

...

Planning, Design, and Construction for Police and Fire Facilities on a site owned by the City of Neosho

PAGE 2

The initial Owner's program will be established as part of the preliminary work under this Agreement, based initially on the project description in the RFQ, final program and budget being acceptable to the owner.

...

The project will be of new construction, on a centrally located City owned property with existing surrounding street and nearby utilities. Size, costs, and probable construction materials will be developed under the initial programming and concept design phase.

...

TBD
PAGE 3

TBD

...

2026, the precise date to be determined

...

2027, the precise date to be determined

...

TBD

...

Design, Bid, Build (Competitive Bid)

...

No LEED requirement. Design the project to incorporate energy efficient strategies that reflect good life cycle value at an acceptable initial cost.

...

David Kennedy, City Manager
203 East Main Street
Neosho, MO 64850
417-451-8050

...

(List name, address, and other contact information.)information.)Jason Baird, Chief of Police
201 North College Street
Neosho, MO 64850
417-451-8012

Aaron Houk, Fire Chief
125 North College Street
Neosho, MO 64850
417-451-8021

§ 1.1.9 The Owner shall retain Architect will assist the Owner in retaining the following consultants and contractors:
PAGE 4

TBD

...

Under Architects Ageement and services

...

Surveyor. Firm/Entity to be determined.

...

James Estes
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700, x302

...
.0 Associate Architect for Fire Facility:

BKV Architects

222 North 2nd Street, Suite 101

Minneapolis, MN 55401

612-339-3752

Bob D. Campbell & Company

4338 Belleview Ave.

Kansas City, MO 64111

816-531-4144

...
Hoss & Brown Engineers

11205 W. 79th Street, Suite 102

Lenexa, KS 66214

913-362-9090

.3 Electrical Engineer:

Hoss & Brown Engineers

11205 W. 79th Street, Suite 102

Lenexa, KS 66214

913-362-9090

.4 Civil Engineer:

TBD

PAGE 5

None anticipated.

...
The initial program and concept design will establish the scope of work going forward for Basic Design Services (Design, and Construction Administration). The initial programming and concept design phase will be at the Stipulated Sum stated in Article 11. The Basic Services Phase fee will be determined by applying the percentage of construction fee stated in Article 11 to the budget determined by the programming and concept design phase at their completion and acceptance by the City. At the City's acceptance of the budget, the percentage of construction fee will be converted to a stipulated sum fee reflecting the percentage stated in Article 11 applied to the accepted budget.

The Architect will facilitate and assist Owner in procuring FF&E related to tables, work stations, chairs, etc. Architectural documents will establish furnishings layout, quantities, and general product configuration for vendor bidding. Architect will assist in conveying quality desired but will not produce a detailed furnishings specification for bidding.

Architect will provide design for integrated door/access control, CCTV, AV hardware (not including tv selection/procurement) as part of their services.

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§ 2.5.1 Commercial General Liability with policy limits of not less than one-million (\$ 1,000,000) for each occurrence and two-million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one-million (\$ 1,000,000) each accident, one-million (\$ 1,000,000) each employee, and one-million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million (\$ 1,000,000) per claim and two-million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

ARTICLE 3.0 SCOPE OF ARCHITECT'S PRE-DESIGN SERVICES

§ 3.0.1 **Pre-design scope of Service** in general is to determine the specific space needs for all Police Department, Fire Department and Emergency Services Operations and to identify and evaluate the best concepts for the development of facilities to support the programmed needs. This space determination will result in the establishment of the individual spaces within the facility, the total building size, and the site space needs such as parking areas. From this space need determination, evaluate the most probable scenarios for developing facilities to meet that need. That scenario evaluation will compare and contrast the functionality and cost related to any identified development scenario. It is anticipated that probable development scenarios may include a separate police and fire facilities on remote sites from one another, separate building structures on the same site (campus configuration), or a joint facility with the sharing of some space.

§ 3.0.2 Details of the Scope of Services are as follows:

§ 3.0.2.1 Meet with key department managers within each department in initial on-site information gathering work sessions. Study the routine operations as required to understand optimal department functions and interactions.

§ 3.0.2.2 Establish facility needs separately for each occupant group, Police and Fire. Facility needs will be established for both current facility needs, and future facility needs. Future facility needs will reflect the requirements anticipated in 20 years (planning horizon), again, corresponding to the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts, or personnel growth by an alternate measure as prescribed by the Owner.

§ 3.0.2.2.1 Within each occupant group, Police and Fire, identify space that could be shared.

§ 3.0.2.3 At site level programming, determine the parking requirement for fleet, staff, and public (visitors) vehicles to be parked on the site acreage.

§ 3.0.2.4 From the resulting space programming, establish alternate building concepts as outlined in 3.0.1 above. For a joint facility, apply a reduction in square footage for space identified as acceptable for shared use between Police and Fire. Concepts will be diagrammatic in their conveyance, showing the resulting footprint size of the building structures and possible configuration, parking and drives, site boundaries and surrounding streets and context, and key access points to the building to allow for understanding of function and flow on the site and into and out of the facilities.

§ 3.0.2.5 Establish probable costs for each project development concept (site and building configuration). Probable costs will include hard costs for building construction and normal site development based on square footage and unit costs. Additionally, the design team will establish project soft costs typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings and equipment.

§ 3.0.2.6 Evaluate the strengths and weaknesses of each concept and compare one to another regarding function.

§ 3.0.2.7 Prepare drawings and supporting narrative to inform the City of the concept comparisons, for the purpose of assisting them in deciding on the best concept alternative that meets their needs and goals moving forward into the Basic Services Phase.

§ 3.0.2.8 Document the accepted concept, scope and budget to be advanced.

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§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, From a determination of the best concept option in the Pre-design Phase the Architect shall proceed with the design, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
Not applicable.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) Not Applicable.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

.7 Preparation for, and attendance at, a public presentation, meeting or hearing; Not applicable.

...

.9 Evaluation of the qualifications of entities providing bids or proposals; Not applicable.

...

.11 Assistance to the Initial Decision Maker, if other than the Architect; Not applicable.

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty-four (24) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. ~~The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.~~ The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

ARTICLE 8 — CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

Zero

Twenty percent on the balance of the service fee remaining.

For Pre-design services as outlined in Article 3.0 a fee of \$25,000, plus reimbursable expenses authorized by the owner at actual cost.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. For Basic Services: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, a percentage of construction in the amount of eight-point-seven-five percent (8.75) % of the Owner's accepted budget following the completion of the Programming and Concept Design, plus reimbursable expense authorized by the owner at actual expense.

Following the establishment and acceptance by the owner of the scope of work corresponding to the selected design concept at the completion of the Pre-design Services, and the associated budget, the percentage fee in 11.1.2 above will be converted to a Stipulated Sum fee.

Not applicable.

At the percentage stated in Article 11.2 for the additional scope, or a stipulated sum based on the service performed; method of fee calculation to be mutually agreeable to both Parties to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (%), 10%, or as follows:

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty--</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

Not applicable.

Employee or Category

Rate (\$0.00)

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Not applicable.;

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Not applicable.~~

...

- ~~.10 Site office expenses; Not applicable.~~
~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Not applicable.~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

TBD
PAGE 20

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Not applicable.~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

...

Not applicable.

...

- ~~.2 — Building Information Modeling Exhibit, if completed:~~

- ~~.3 — Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[] — Other Exhibits incorporated into this Agreement:~~

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

3 Exhibits: A, Estimate of Reimbursable Expense (To be Billed at Actual Cost Incurred).

...

Richard Davidson, Mayor

James P. Estes, President PFDG

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James Estes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:04 CT on 04/11/2025 under Order No. 4104247504 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A: ESTIMATE OF REIMBURSABLE EXPENSE

TYPE 1: 1 Day Trip	Unit Type	Unit Cost	Unit Quantity	Total	Units x Persons	Total Trip Cost Estimate
Automobile Mileage	Mile	\$ 0.70	344	\$ 240.80	1	\$ 240.80
Lodging	Night	\$ 120.00	1	\$ 120.00	0	\$ -
Meal	Daily Allowance	\$ 20.00	0	\$ -	0	\$ -
Trip Type 1 Total						\$ 240.80

TYPE 2: 2 Day Trip	Unit Type	Unit Cost	Unit Quantity	Total	Units x Persons	Total Trip Cost Estimate
Automobile Mileage	Mile	\$ 0.70	344	\$ 240.80	1	\$ 240.80
Lodging	Night	\$ 120.00	1	\$ 120.00	1	\$ 120.00
Meal	Daily Allowance	\$ 20.00	1	\$ 20.00	1	\$ 20.00
Trip Type 1 Total						\$ 380.80

TRIP TYPE	SERVICE PHASE QUANTITY					COST
	Pre-Design	SD Phase	DD/CD Phase	Bid Phase	Construction	
Police Facility: Type 1	1	2	1	2	16	\$5,298
Type 2	1		1			\$762
TOTAL TRIP EXPENSE						\$6,440
Fire Station: Type 1	1	2		2	16	\$5,057
Type 2	1		1			\$762
TOTAL TRIP EXPENSE						\$5,818
Project Total Trip Expense						\$12,258
Electronic Document Exchange						
Police Facility						\$5,500
Fire Facility						\$5,500
Presentation Materials						\$1,000
Project Expense Totals						\$24,258

- Notes:**
- 1 Police and Fire constructed as a single building could reduce the trips by approximately fifty-percent
 - 2 Electronic Document is a project subscription service that eliminates the cost of shipping documents dprimarily during the construction phase.

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-27: Contract with Marion Group Construction for T-Hangar Construction

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2025-27 Contract with Marion Co -for Construction of a 5 Unit T-Hangar - 2025
 2. Contract with Marion Company - 5 Unit T-Hangar - 2025
-

PURPOSE:

The purpose of this item is to gain the council's approval of a contract with Marion Company, LLC for construction of a 5-unit airplane T-Hangar at the Hugh Robinson Airport.

BACKGROUND:

Marion Company, LLC was the low bidder to construct a 5-unit airplane T-Hangar at the Hugh Robinson Airport under a MoDOT Aviation Grant. The bid was for \$747,000 with the city's portion under the grant to be 10% of the cost.

RECOMMENDATION:

Staff recommends the City Council approve the contract for Marion Company, LLC.

AN ORDINANCE of the City of Neosho authorizing an Agreement for Construction Services with Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, for the purpose of performing construction services to construct a five (5) Unit T-Hangar at the Neosho Hugh Robinson Airport for the not to exceed price of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00); 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 Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, for the purpose of performing construction services to construct a five (5) Unit T-Hangar at the Neosho Hugh Robinson Airport for the not to exceed price of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00), 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 May, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, 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 Marion Company, LLC, a Missouri limited liability company, d/b/a Construction Services Group, 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 performing construction services to construct a five (5) unit T-Hangar at the Neosho Hugh Robinson Airport, 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 performing construction services to construct a five (5) unit T-Hangar at the Neosho Hugh Robinson Airport, 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 the specified time per Exhibit A and B, 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. Specifically, Contractor agrees to construct a five (5) unit T-Hangar:

- a. Mobilization (NTE 10% of Total Bid Amount) \$71,000.00;
- b. Temporary Marking, lighting and barricades \$17,300.00;
- c. Saw Cut (unit price \$66.15 per LF) \$14,751.45;

- d. Remove existing concrete pavement (unit price \$48.73 S.Y.) \$11,451.55;
- e. Remove Existing Aggregate Base Course (unit price \$48.73 S.Y.) \$11,451.55;
- f. Remove portion of Underdrain System \$1,500.00;
- g. Haul Road, staging area and site restoration \$4750.00;
- h. Construct 5-Unit T-Hangar \$569,994.67;
- i. Construct Hangar Approach (unit price \$132.94 S.Y.) \$44,800.78

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 Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00) – the full amount of this contract – within thirty (30) days of Contractor's completion and City's acceptance of the work.

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 produce all necessary bonds and 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. Contractor 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, 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/sovimunity.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. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$2,100.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Intentionally omitted.

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
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Marion Company, LLC
ATTN: Tyler Marion
12451 Highway 59
Neosho, MO 64850

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 Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00)– the full amount of this 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 fifteen (15) 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. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Seven Hundred Forty-Seven Thousand and 00/100 (\$747,000.00)– the full amount of this 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 fifteen (15) 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.

26. Prevailing Wages. 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.

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.

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.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after

receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

[Remainder of page intentionally left blank – signature page follows]

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

MARION COMPANY, LLC

Richard Davidson, Mayor

Tyler Marion, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Bill No. 2025-28: Contract with QT-Pod, LLC. for Self-Serve Point of Sale Fuel Payment at the Airport

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. Bill No. 2025-28 Authorizing QTPOD Fuel Mang Software - Airport Terminal**
 - 2. QTpod - Subscription Agreement 2025 FINAL**
-

PURPOSE:

The purpose of this item is to gain the City Council's approval of an agreement with QT-Pod, LLC to provide point of sale fuel payment services for the airport.

BACKGROUND:

QT-Pod, LLC. has provided an automated fuel payment system at the airport since the city purchased their terminal system in 2019. This service is necessary for the self-serve terminal to function. The city has added wireless communication to the system and will no longer be using a cellular based communication system. This will save the city \$480.00 over the next year. The standard annual rate is \$1195.00 per year.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with QT-Pod, LLC.

AN ORDINANCE of the City of Neosho, Missouri, authorizing a Subscription Service Agreement by and between the City of Neosho and QTPOD, LLC, an Oregon limited liability company, for the purpose of providing Siteminder Fuel Management Software for the Self-Serve Terminal at the Neosho Hugh Robinson Memorial Airport for the term of one year and each year thereafter by annual appropriations; 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, Missouri, and QTPOD, LLC, an Oregon limited liability company, for the purpose of providing Siteminder Fuel Management Software for the Self-Serve Terminal at the Neosho Hugh Robinson Memorial Airport for the term of one year and each year thereafter by annual appropriations; 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 1st day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and CITY OF NEOSHO ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QTPOD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: _____

Email: _____

Address for Notice:

City of Neosho
203 E Main Street
Neosho, MO 64850

Attention: Development Services

Email: rleavens@neoshomo.gov

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words “includes” and “including” are not limited in any way and mean “including without limitation.” The word “or” is not exclusive and includes “and/or.” The word “will” is a synonym for the word “shall.” Reference to a “person” includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC

City of Neosho

By: _____

By: _____

Name: _____

Name: Richard Davidson

Title: _____

Title: Mayor

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.



Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates



Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option



The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Resolution Bill No. 2025-11: Recodification of City Code

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2025-11 Agreement w-General Code - Codificaiton Update
 2. Proposal for Codification Services for the City of Neosho
-

PURPOSE:

To approve a recodification of the Neosho City Code.

BACKGROUND:

The city has not had a full review of the city code since 1998. This will ensure that the code is reviewed, along with supplementing current state statutes into the code and verifying that no city codes are in conflict with the statute. Once the review is complete, the city attorney and staff will review the redlined version received and then bring the entire code to the council for approval.

RECOMMENDATION:

Staff recommends approving Resolution Bill No. 2025-11 and approve the mayor to sign.

Resolution Bill No. 2025-11

A RESOLUTION of the City of Neosho, Missouri, approving an Agreement between the City of Neosho and General Code, LLC, a Missouri foreign limited liability company, for the purpose of providing codification services for the City of Neosho Code of Ordinances and authorizing the City Manager to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho seeks to update code provisions for legislative compliance and code consistency; and

WHEREAS, the General Code, LLC, is equipped to provide codification services to assist the City in updating code provisions for legislative compliance and code consistency.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the Agreement between the City of Neosho and General Code, LLC, a Missouri foreign limited liability company, for the purpose of providing codification services for the City of Neosho Code of Ordinances to update code provisions for legislative compliance and code consistency, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Neosho City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney



Proposal for Codification Services

PREPARED FOR:

City of Neosho, Missouri

PREPARED BY:

EMILY WOOD

CODIFICATION ACCOUNT MANAGER

ewood@generalcode.com

800.836.8834

DATE:

March 24, 2025

(Valid for six months)

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Neosho's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Neosho's Code was originally codified in 1995, and it was last updated in 2024. As a result, the Code may contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant Missouri statutes.

It is our understanding that the City would like a complete recodification, including a comprehensive review and update of the 1995 Code, to include all legislation of a general and permanent nature to Ordinance No. 570-2024. This process would ensure that legislation is up-to-date and is in line with Missouri statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled eCode360® platform.

Our Solution

Our comprehensive codification solution for Neosho includes:

- > **Supplement your Code**
At the start of the project, we will perform Supplement No. 28 to update the Code with legislation through Ordinance No. 570-2024.
- > **Create an Updated Code**
General Code® will provide the City with an updated Code that is clear and easy for your community to access and use.
- > **An Editorial and Code Analysis**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with Missouri statutes.
- > **Update your online Code housed on our innovative eCode360 platform**
Once your new Code is ready, we will update your eCode360 site to make it available online to your community and staff.
- > **5 custom printed Code books, with an option for additional printed volumes**
We will provide you with 5 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Neosho's Code enforceable
3. Improve transparency with constituents
4. Save Neosho's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format.
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials.
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives.
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed.

Neosho's Investment

The price of *General Code*'s recommended solution will be \$15,700.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 8.

General Code's Approach to Codification

Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary Code review platform, shared interactively between the General Code project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare and evaluate your legislation, prepare the Editorial and Code Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Editor. It also will provide, as the project moves forward, a record or memorandum of the changes to be made, as users agree upon and make those decisions.

So how does it work?

When the Digital Manuscript and Editorial and Code Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your municipal officials, led by our *General Code* training specialist, to guide you through the features and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- > Code Project Contract
- > Code Project Guidelines
- > Digital Manuscript
- > Editorial and Code Analysis
- > Record of any changes to be made
- > Code Adoption Ordinance
- > Disposition List
- > Digital Drafts of your Code

Upon completion of the codification project and adoption of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

The *General Code* Recommended Solution and Process

Below is an outline of the process for completing your recodification project.

Project Launch

General Code will consult with Neosho's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 8.

Supplement No. 28 to the 1995 Code

General Code will supplement your current Code with uncodified legislation through Ordinance No. 570-2024, to provide ready access to the most up-to-date version of the existing Code until such time as publication of your new Code is completed.

Editorial and Code Analysis with Manuscript

The City's existing Code will be used as the Manuscript for the project. The Code will be supplemented just prior to preparation of the Editorial and Code Analysis in order to optimize the City's review of the Code, and also so that *General Code* is reviewing the most up-to-date material.

To accompany your updated Code, we will prepare an Editorial and Code Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Code Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with Missouri statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Code Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Supplement

In order to minimize the timeframe during which the City's Code is out-of-date prior to publication, the Code will be supplemented just prior to preparation of the Draft. Once the Draft is prepared, supplementation of the prior Code shall be discontinued until Code publication is complete.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Code Analysis is returned, an editor will begin the final editing process. During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Code Analysis phase
- > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

General Code will submit a Draft of the Code for final review by the City. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code.
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Update your online Code housed on eCode360

Once the project has been completed, we will update the City's eCode360 with the new version of the City's Code.

Publish a Custom Printed Code

General Code will publish 5 printed copies of your Code excluding binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

Project Materials

Source Materials

General Code will use the following source materials for the codification project:

- > A copy of the City's 1995 Code, as updated to Ordinance No. 532-2024
- > Uncodified legislation adopted from Ordinance No. 531-2024 to Ordinance No. 570-2024

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Neosho set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Special Consideration

General Code has identified the following specific special consideration that will be addressed by our staff as the project progresses:

- > Please note that this proposal provides for the print publication of the new Code, excluding binders. The City will reuse its existing *General Code* binders.

Investment Details and Options

Supplementation Price

\$350

Electronic Supplement 28 to update the Code with Ordinance No. 531-2024 to Ordinance No. 570-2024

Codification Project Price

\$15,350

Services included with the codification project:

- > Project Launch
- > Creation of a New Code, with Project Scope Including Legislation to Ordinance No. 570-2024
- > Editorial Work
- > Proofreading
- > Shipping

Initial deliverables included with the codification project:

- > Editorial and Code Analysis
- > Manuscript
- > Draft

Final deliverables included with the codification project:

- > Updated eCode360
- > eCode360 Search App
- > Publication of 5 Code Volumes excluding binders
- > Comprehensive Index
- > Disposition List
- > Customizable Tabs
- > Code Adoption Legislation

Please note: Code books in addition to the 5 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Ongoing Services

Supplementation

Charges for supplementation after Supplement No. 28 during the phases of the project are outside the scope of work and the base price of the project. Therefore, the City should budget separately for ongoing supplementation during the recodification project. *General Code* will also continue providing supplementation services after completion of the project.

Performance and Payment Schedule

Supplement Performance and Payment Schedule

Deliverables	Delivery Date	Payment Milestone
Electronic Supplement	Within 6 to 8 weeks of contract signing	100% of total supplementation price due upon posting of supplement on eCode360

Codification Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total codification price due
*Submission of the Editorial and Code Analysis with Manuscript	Within 180 days of contract signing; the City has 100 days for review	40% of total codification price due
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Code Analysis; the City has 45 days to review	30% of total codification price due
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code	Balance of total codification price due

Performance schedule reflects only business days excluding legal holidays.

**Code supplements shall be prepared prior to this stage to ensure that the Code remains up-to-date throughout the project.*

Code supplements after the first supplement shall be invoiced separately and are outside the scope of the project pricing. Estimates are available upon request.

Authorization and Agreement

The City of Neosho, Type 1S - Recodification, March 24, 2025

Supplementation Price

\$350

Codification Project Price

\$15,350

Total Investment

\$15,700

The City of Neosho, Missouri, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Neosho, Newton County, Missouri

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Neosho for its records.

Scan and email the completed form to contracts@generalcode.com. You may also return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360 Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom I-Codes

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments, and make your Building Code regulations available from anywhere at any time, even if the City only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at
sales@generalcode.com



REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: Resolution Bill No. 2025-12: Memorandum of Agreement between Camp Crowder and the Neosho Police Department

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Crowder Neosho PD MOA (007)
 2. Res. Bill No. 2025-12 Agreement w-Camp Crowder for Police Response
-

PURPOSE:

Approve an MOU with the Police Department and Camp Crowder.

BACKGROUND:

The last time this agreement was updated was in 2019. They have a new Base Operations Supervisor of Camp Crowder and he has requested an updated MOA. Camp Crowder Training Center lacks the trained personnel and equipment required to respond to an emergency. This agreement between the Neosho Police Department and the Department of the Army covers these types of situations. This MOA has been approved by the city Attorney.

RECOMMENDATION:

Allow the Police Chief to move forward in the signing of the MOA.

Training Center Command
Camp Crowder 890 Ray A. Carver Ave
Neosho, Missouri 64850

24 March 2025

Chief of Police
201 N. College St.
Neosho, Missouri 64850

Dear Chief Baird,

Army Regulations require each Facility Commanding Officer or Base Operations Supervisor to establish liaison with the local law enforcement agency to request protection and surveillance of the facilities and parking compounds during non-duty periods. We request any time your department receive notification of an alarm at our facility that your officers respond within 15 minutes.

Our technicians are on duty at the Headquarters, Building 890, from 7:00 AM to 3:00 PM Monday through Friday (except for Federal holidays). When ranges are conducting live fire exercises a technician will be on site past the above 3:00pm. TCC will be on site from 7:00 AM to 5:00 PM one drill weekend each month. The number of personnel who are present changes as units attend training at our facility. Normally the winter months, December through February, are our slowest time of year and the number of units staying on premises has diminished. It is during this time that we would request an increase in patrolling of our facility at night and on the weekends.

We have posted emergency notification signs on the front and rear entrances to the Headquarters Building that list your telephone number and that of the Fire Department. Should your patrols detect any evidence of crime or emergency at the Armory, or if the Intrusion Detection System should alarm at the Facility or at the monitoring station, please contact one of the individuals listed:

<u>NAME</u>	<u>GRADE</u>	<u>BUSINESS#</u>	<u>CELL#</u>
ILT Tanner McNutt SSG	0-2	417-451-5444 ext 33505	620-363-4844
Joshua Heilig	E-7	417-451-5444 ext 33503	417-592-8998

The facility vault does not normally contain weapons, ammunition or explosives; however, we do allow other units to store these items when they are utilizing our facilities.

Sincerely,

1LT Tanner S. McNutt

Base Operations Supervisor

I received this letter and agree to periodic surveillance and response to alarms as noted in the letter.

Jason Baird
Chief of Police
Neosho, Missouri

Resolution Bill No. 2025-12

A RESOLUTION of the City of Neosho, Missouri, approving services by the City of Neosho Police Department for the Department of the Army for the purpose of providing periodic surveillance and response to alarms to Camp Crowder Training Center and authorizing the Neosho Police Chief to execute acknowledgement of the same by and on behalf of the City of Neosho.

WHEREAS, Camp Crowder Training Center lacks the trained personnel and equipment required to respond to surveillance and alarm notifications; and

WHEREAS, the City of Neosho Police Department is equipped to provide emergency services; and

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the City of Neosho approves the Neosho Police Department to provide periodic surveillance and response to alarms for the Department of the Army at the Camp Crowder Training Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Neosho Police Chief is hereby authorized and directed to execute acknowledgement of providing said services by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2025, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: 14990 Mallard Drive Water Connection for Future Annexation

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Froedge Application Annexation
 2. REAL_373_2620_WD
 3. N Froedge (far)
 4. N Froedge (near)
-

PURPOSE:

The purpose of this item is to gain the City Council's consensus to allowed a private new construction residence water connection at 14990 Mallard Drive pending the formal annexation process.

BACKGROUND:

The owners of an under-construction residence at 14990 Mallard Drive is contiguous with the city and is requesting annexation through the normal process. However, the construction will be completed before the next normal annexation cycle of July 1, 2025. The owners want to move in prior to that date and are requesting that the City Council allow connection to water service before the annexation process is complete.

RECOMMENDATION:

Staff recommends the City Council allow the connection to city water.



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION PROCEDURE

Step 1

Submit the following to the City upon request for annexation.

- Annexation Application
- Voluntary Petition For Annexation
- Copy of Deed*
- Parcel Map*
- Receipt for payment of applicable fee plus publication costs

Step 2

The City Clerk will make arrangements to present application to City Council at the next available meeting. The City Council will establish a date in which a Public Hearing is to be held on the proposed annexation.

Step 3

The City Clerk will arrange for the publication of the "Notice of Public Hearing" in a local newspaper per requirements set in RSMo 89.050. This notice will indicate the date of the Public Hearing and will be published at least seven (7) days prior to the Public Hearing and at least sixty (60) days from the date the said Petition was filed.

Step 4

The City Council will hold a Public Hearing on the date indicated by City Council. The applicant and other interested parties may speak at this time in favor or against the proposed annexation.

Step 5

After a fourteen (14) day waiting period from the Public Hearing for annexation, an ordinance for approval of the annexation will be presented to Council at the next regularly scheduled Council meeting for a first reading. If the vote is in favor of the proposed annexation, the ordinance will have a second and third reading at the next regularly scheduled City Council meeting. If the vote is in favor then the annexation ordinance is signed by the appropriate city officials and shall be in full force and effect from that day forward. If the City Council does not approve the proposed annexation, then no further action will take place.

Step 6

The City Clerk will file all necessary documentation with the Newton County Clerk and Missouri State Director of Revenue per requirements set in RSMo 94.510.3

*This information may be obtained at the County Assessor's Office



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Nathan Froedge and Janette Froedge

STREET ADDRESS OWNER(s): 14990 Mallard Drive

CITY, STATE, ZIP CODE: Neosho, MO 64850

MAILING ADDRESS: P.O. Box 3131, Bella Vista, AR 72715

PHONE: 479.644.7261

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone:

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 14990 block of Mallard Drive, Neosho, MO 64850

ARE ANY RESIDENCES LOCATED ON PROPERTY: Yes

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: No

REQUESTED ZONING: R-1, First Dwelling House

ELECTRIC PROVIDER:

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE):

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$50 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: DATE:

OWNER NAME (print):

CO-OWNER SIGNATURE: DATE:

CO-OWNER NAME (print):



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

All that part of the South 828 feet of the South Half of the Southwest Quarter of Section 29, Township 25 North, Range 31 West, Newton County, Missouri, lying South and East of Rte. 60; subject to existing road right of way for Mallard Drive.

EXCEPT a part of the South 828 feet of the South Half of the Southwest Quarter of Section 29, Township 25 North, Range 31 West, Newton County, Missouri, described as beginning at the Southeast corner of said Southwest Quarter, thence N88°19'08"W 1320.70 feet to a found iron pin at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 29; thence N88°25'04"W along the South line thereof 881.21 feet to the Southerly right of way line of Rte. 59/60; thence along said right of way N69° 12'55"E 733.30 feet; thence leaving said right of way, S88°19'08"E 1525.19 feet to the East line of the Southwest Quarter of Section 29; thence S1°52'22"W 278.70 feet to the point of beginning.

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this ____ day of _____, 20____ .

OWNER SIGNATURE: _____ DATE: _____

OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

AFFIDAVIT FOR A JOINT OWNERSHIP

Property Owner

Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this ____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____, the day and year first above written.

Notary Public

My commission expires:



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050



Recording Date/Time: 05/03/2024 at 02:19:17 PM

Book: 373 Page: 2620

Instr #: 202402650

Type: WD

Pages: 2

Fee: \$27.00 S 20240002423

Jennifer A. Childers
Recorder of Deeds

Fidelity

8734827.00

Warranty Deed

THIS DEED, Made and entered into this 3rd day of May, 2024, by and between Aaron Mitchell and Jennifer Mitchell, husband and wife party or parties of the first part, of Newton County, State of Missouri, **Grantor(s)** and Nathan Froedge and Janette Froedge, husband and wife party or parties of the second part, of Newton County, State of Missouri, **Grantee(s)**.

Grantee's mailing address is PO BOX 3131 Bella Vista AR 72715

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Newton and State of Missouri, to wit:

All that part of the South 828 feet of the South Half of the Southwest Quarter of Section 29, Township 25 North, Range 31 West, Newton County, Missouri, lying South and East of Rte. 60; subject to existing road right of way for Mallard Drive.

EXCEPT a part of the South 828 feet of the South Half of the Southwest Quarter of Section 29, Township 25 North, Range 31 West, Newton County, Missouri, described as beginning at the Southeast corner of said Southwest Quarter, thence N88°19'08"W 1320.70 feet to a found iron pin at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 29; thence N88°25'04"W along the South line thereof 881.21 feet to the Southerly right of way line of Rte. 59/60; thence along said right of way N69°12'55"E 733.30 feet; thence leaving said right of way, S88°19'08"E 1525.19 feet to the East line of the Southwest Quarter of Section 29; thence S1°52'22"W 278.70 feet to the point of beginning.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Aaron Mitchell
Aaron Mitchell

Jennifer Mitchell
Jennifer Mitchell

State of Missouri

)
) ss.
)

County of Newton

On this 3rd day of May, 2024 before me, the undersigned, a Notary Public in and for said County, personally appeared Aaron Mitchell and Jennifer Mitchell, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

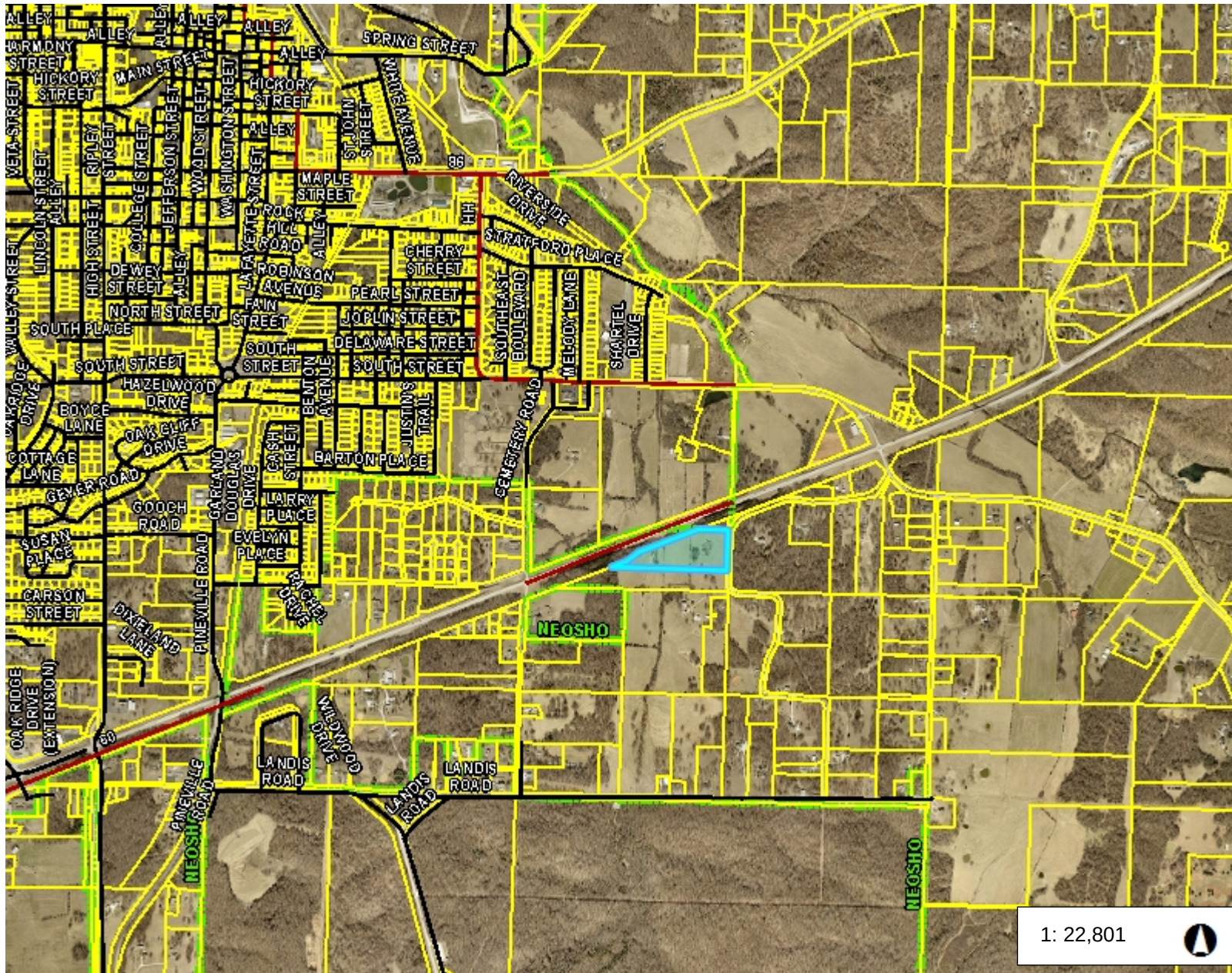
(Seal)

Lauren E. Davis
Notary Public

My Term Expires: 5/16/2026

Lauren E. Davis
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 05/16/2026
Commission # 14886129

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Corporate Limit Line

1: 22,801



Notes

14990 Mallard Drive

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

- Parcel

1: 5,700



950.1 0 475.03 950.1 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

14990 Mallard Drive

REQUESTED COUNCIL MEETING DATE: April 15, 2025

ITEM: 1124 Skyline-High Utility Read

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Email Re_ 1124 Skyline- Leak repaired
 2. Fiber email FW_ 1124 Skyline
 3. email 1124 Skyline RE_ Water customer on council agenda
-

PURPOSE:

BACKGROUND:

Karl Kriesch -1124 Skyline addressed Council on February 25th for a high water bill from December. Public Works pumped the water off the meter and checked the water leak the resident stated was in the street.

RECOMMENDATION:

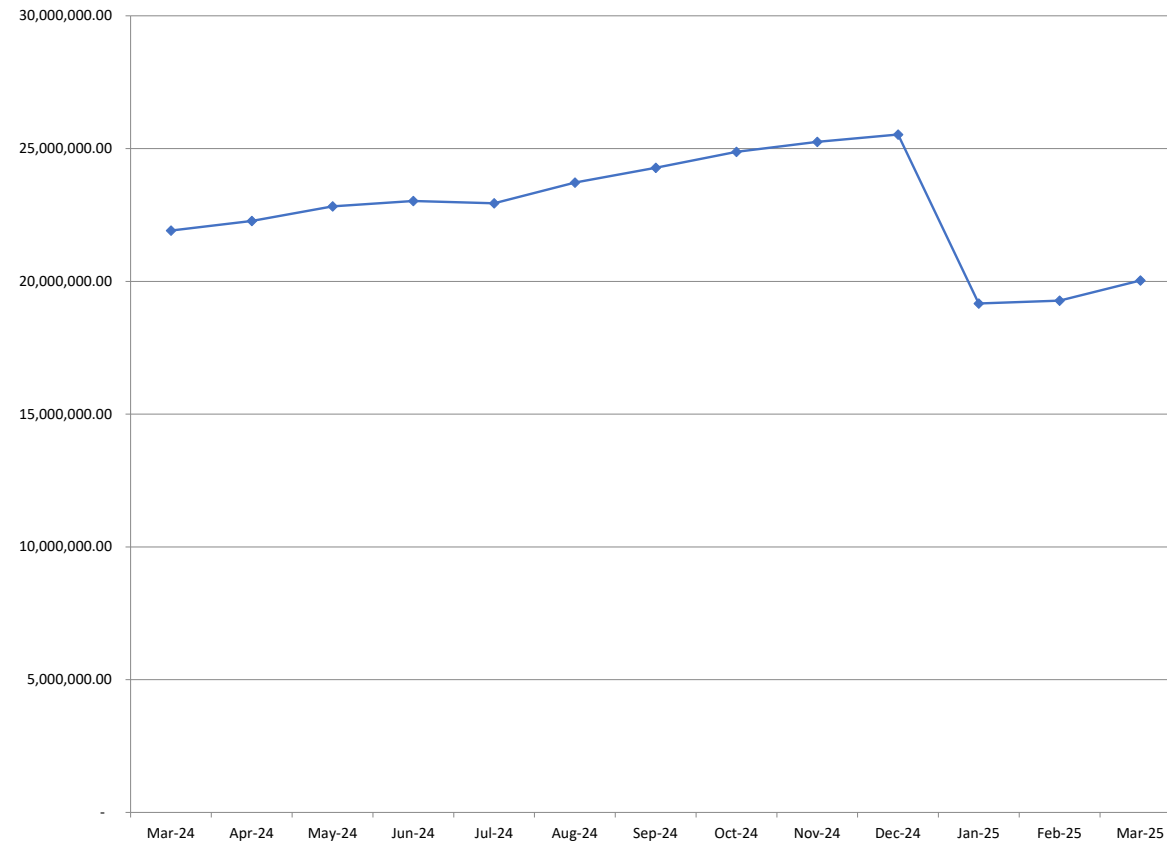
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
March 31, 2025

Description of Account	Availability	Account Type at Bank	TOTAL	General Fund	Fire	Drainage	Senior Center	Parks	Auditorium	Economic Development	Streets	Street Bridge	Golf	Water/Wastewater
General Operations	Commerce	Use as needed - Operating & C	10,495,962.36	3,522,882.46	952,946.41	1,405,680.15	111,178.14	510,762.43	466,097.11	659,940.51	1,293,261.22	1,005,297.17	340,273.35	169,209.04
Public Safety		Checking - Interest Bearing	1,479,906.34	1,479,906.34										
Restricted			1,317,363.10	1,218,139.96									99,223.14	
Reward Donations			-	-										
I.O.O.F. Cemetery			(365,334.46)	(365,334.46)										
Cleaning Deposits			2,362.98	2,362.98										
Water Meter Deposits			60,571.54											60,571.54
Cash in Bank - PD	Commerce	Not Available for use - unless	8,518.38	8,518.38										
Shop With A Cop		Checking - Interest Bearing	2,877.13											
D.A.R.E Program			-											
Hotel/Motel Tax			132,059.87											
Replacement reserves			1,345,611.19											1,345,611.19
Meter Replacement Reserv			571,744.01											571,744.01
W/WW Replacement Reserves			4,926,151.77											4,926,151.77
Sewer District 17 - Debt & Mtce			-											-
City Held Debt Service Reserves			1,135.76											
FEMA DR			55,601.24											

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Total Cash	21,914,589.20	22,272,375.83	22,821,452.56	23,022,642.95	22,941,949.37	23,722,527.60	24,280,312.44	24,878,468.55	25,256,211.49	25,529,441.14	19,166,428.15	19,273,523.88	20,034,531.21
Days Cash on hand	326.84	332.18	340.37	343.37	342.16	353.80	362.12	371.04	376.68	380.75	285.85	287.45	298.80

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 4/11/2025 - 9:20 AM
Period: 6, 2025



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							
100-000-3305-110		Transfre fm Public Safety Fund	20,000.00	1,667.00	10,002.00	9,998.00	0.00	9,998.00	49.99
100-000-3305-111		Trns fm Public Safety Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3305-120		Trns from Public Safety Fund	1,237,547.00	103,128.92	618,773.52	618,773.48	0.00	618,773.48	50.00
100-000-3305-144		Trns from Public Safety Fund	20,531.00	1,678.67	10,072.02	10,458.98	0.00	10,458.98	50.94
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	2,860.00	239.00	1,434.00	1,426.00	0.00	1,426.00	49.86
100-000-3316-000		Transfer fm Street >Land	5,660.00	471.67	2,830.02	2,829.98	0.00	2,829.98	50.00
100-000-3325-115		Transfer fm Police Dept	50,000.00	4,166.67	25,000.02	24,999.98	0.00	24,999.98	50.00
100-000-3355-000		Transfer to Gen Celebrate	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	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:	1,359,098.00	111,351.93	668,111.58	690,986.42	0.00	690,986.42	50.84
		Revenue Sub Totals:	1,359,098.00	111,351.93	668,111.58	690,986.42	0.00	690,986.42	50.84
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
100-000-3202-000		Transfer to Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3203-000		Transfer to Senior Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000		Transfer to Fire Dept	866,763.00	72,230.25	433,381.50	433,381.50	0.00	433,381.50	50.00
100-000-3205-110		Trns to General	20,000.00	1,667.00	10,002.00	9,998.00	0.00	9,998.00	49.99
100-000-3205-120		Trns to Police Department	1,237,547.00	103,128.92	618,773.52	618,773.48	0.00	618,773.48	50.00
100-000-3205-144		Trns to Emergency Mgmt	20,531.00	1,678.67	10,072.02	10,458.98	0.00	10,458.98	50.94
100-000-3206-000		Transfer to ARPA	222,635.00	0.00	25,000.00	197,635.00	0.00	197,635.00	88.77
100-000-3206-170		Transfer to Drainage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3206-800		Transfer to Streets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3224-000		Transfer to Police Grants	2,310.00	0.00	1,820.11	489.89	0.00	489.89	21.21
100-000-3225-115		Trns to Develop Service	50,000.00	4,166.67	25,000.02	24,999.98	0.00	24,999.98	50.00
100-000-3230-000		Transfer to Fire fm General	654,927.00	54,577.25	327,463.50	327,463.50	0.00	327,463.50	50.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3240-000	Transfer to GC fm General	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
100-000-3243-000	Transfer to Parks Department	676,850.00	56,404.17	338,425.02	338,424.98	0.00	338,424.98	50.00
100-000-3285-111	Trns to Capital Impr/Purch	6,500.00	6,064.00	6,064.00	436.00	0.00	436.00	6.71
100-000-3285-112	Trns to Capital Improvement	470,000.00	328,540.00	396,990.00	73,010.00	0.00	73,010.00	15.53
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	65,261.00	0.00	55,174.00	10,087.00	0.00	10,087.00	15.46
100-000-3285-120	Trns to Capital Improvement	80,000.00	1,622.00	99,359.00	-19,359.00	0.00	-19,359.00	0.00
100-000-3285-160	Trns to Capital Improvement	855,628.00	13,113.56	120,695.83	734,932.17	0.00	734,932.17	85.89
100-000-3285-204	Trns to Capital Impr/Purch	39,000.00	3,497.67	4,697.67	34,302.33	0.00	34,302.33	87.95
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	5,367,952.00	646,690.16	2,472,918.19	2,895,033.81	0.00	2,895,033.81	53.93
	Expense Sub Totals:	5,367,952.00	646,690.16	2,472,918.19	2,895,033.81	0.00	2,895,033.81	53.93
	Dept 000 Sub Totals:	4,008,854.00	535,338.23	1,804,806.61	2,204,047.39	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	479,750.00	4,670.48	527,795.18	-48,045.18	0.00	-48,045.18	0.00
100-110-4020-110	Financial Institution Tax	300.00	0.00	555.58	-255.58	0.00	-255.58	0.00
100-110-4030-110	1-Cent City Sales Tax	3,092,449.00	288,133.82	1,716,539.45	1,375,909.55	0.00	1,375,909.55	44.49
100-110-4031-110	3-Cent Recreational Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4050-110	Cigarette Tax	48,535.00	2,851.60	19,867.16	28,667.84	0.00	28,667.84	59.07
100-110-4130-110	Franchises	798,250.00	42,706.96	367,169.52	431,080.48	0.00	431,080.48	54.00
	R01 Sub Totals:	4,419,284.00	338,362.86	2,631,926.89	1,787,357.11	0.00	1,787,357.11	40.44
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	40,342.00	2,897.50	29,095.94	11,246.06	0.00	11,246.06	27.88
	R02 Sub Totals:	40,342.00	2,897.50	29,095.94	11,246.06	0.00	11,246.06	27.88
R03	INTER-GOVERNMENTAL							
100-110-4200-110	Grant Revenue	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
100-110-4201-110	CARES/ARPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-110-4700-110	Interest Earned-General Fund	725,000.00	16,317.77	131,127.49	593,872.51	0.00	593,872.51	81.91
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	4,401.00	0.00	4,401.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	729,401.00	16,317.77	135,528.49	593,872.51	0.00	593,872.51	81.42
R07	OTHER INCOME							
100-110-4790-110	Judgments	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
100-110-4800-110	General Admin Miscellaneous	0.00	0.00	2,438.92	-2,438.92	0.00	-2,438.92	0.00
	R07 Sub Totals:	0.00	0.00	2,438.92	-2,438.92	0.00	-2,438.92	0.00
	Revenue Sub Totals:	5,321,027.00	357,578.13	2,798,990.24	2,522,036.76	0.00	2,522,036.76	47.40
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	274,640.00	21,077.93	142,945.10	131,694.90	0.00	131,694.90	47.95
100-110-5020-110	General Admin Overtime	2,000.00	89.10	1,071.99	928.01	0.00	928.01	46.40
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	300.00	4,200.00	0.00	4,200.00	93.33
100-110-5070-110	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5170-110	General Admin Social Security	21,508.00	1,457.55	10,062.34	11,445.66	0.00	11,445.66	53.22
100-110-5180-110	General Admin Retirement	16,869.00	1,270.08	8,670.09	8,198.91	0.00	8,198.91	48.60
100-110-5190-110	General Admin Health Insurance	40,455.00	3,636.36	22,661.76	17,793.24	0.00	17,793.24	43.98
100-110-5210-110	General Admin Workers Comp.	12,314.00	0.00	0.00	12,314.00	0.00	12,314.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	7,405.00	300.00	577.25	6,827.75	0.00	6,827.75	92.20
100-110-5380-110	Uniforms	235.00	0.00	0.00	235.00	0.00	235.00	100.00
	E10 Sub Totals:	379,926.00	27,831.02	186,288.53	193,637.47	0.00	193,637.47	50.97
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	117,154.00	14,790.74	63,039.17	54,114.83	9,500.00	44,614.83	38.08
100-110-5290-110	County Collector Fees	19,190.00	186.82	19,025.85	164.15	0.00	164.15	0.86
100-110-5300-110	General Admin Ins. & Bonds	16,748.00	0.00	275.00	16,473.00	0.00	16,473.00	98.36
100-110-5330-110	General Admin Equipment Maint.	7,575.00	823.80	2,041.10	5,533.90	0.00	5,533.90	73.05
100-110-5450-110	General Admin Claims & Judgmnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5530-110	General Admin Fuels/Lubricants	525.00	87.78	461.29	63.71	0.00	63.71	12.14
100-110-5590-110	General Admin Gen. Supplies	15,600.00	1,482.37	9,721.89	5,878.11	0.00	5,878.11	37.68
100-110-5700-110	General Admin Comp., Software	2,383.00	400.00	807.85	1,575.15	0.00	1,575.15	66.10
	E20 Sub Totals:	179,175.00	17,771.51	95,372.15	83,802.85	9,500.00	74,302.85	41.47
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5272-110	Investement Acct. Bank Fees	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
	Expense Sub Totals:	559,101.00	45,602.53	281,660.68	277,440.32	9,500.00	267,940.32	47.92
	Dept 110 Sub Totals:	-4,761,926.00	-311,975.60	-2,517,329.56	-2,244,596.44	9,500.00		
Dept 100-111								
R01	TAXES							
100-111-4031-110	3-Cent Recreational Use	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	56,318.00	4,285.15	27,791.03	28,526.97	0.00	28,526.97	50.65
100-111-5030-111	Clerk Part Time	2,100.00	110.00	745.00	1,355.00	0.00	1,355.00	64.52
100-111-5170-111	Clerk Social Security	4,469.00	309.59	2,023.11	2,445.89	0.00	2,445.89	54.73
100-111-5180-111	Clerk Retirement	3,380.00	257.11	1,667.44	1,712.56	0.00	1,712.56	50.67
100-111-5190-111	Clerk Health Insurance	6,585.00	616.55	3,699.30	2,885.70	0.00	2,885.70	43.82
100-111-5210-111	Clerk Workers Compensation	2,559.00	0.00	0.00	2,559.00	0.00	2,559.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	11,285.00	0.00	3,463.00	7,822.00	0.00	7,822.00	69.31
	E10 Sub Totals:	86,696.00	5,578.40	39,388.88	47,307.12	0.00	47,307.12	54.57
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	24,051.00	341.94	21,531.60	2,519.40	0.00	2,519.40	10.48
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	100.00	550.00	0.00	550.00	84.62
100-111-5430-111	Clerk Elections	10,000.00	0.00	6,619.82	3,380.18	0.00	3,380.18	33.80
100-111-5590-111	Clerk General Supplies	1,020.00	4.42	165.55	854.45	0.00	854.45	83.77
100-111-5700-111	Clerk Comp., Software	1,128.00	200.00	473.48	654.52	0.00	654.52	58.02
	E20 Sub Totals:	36,849.00	546.36	28,890.45	7,958.55	0.00	7,958.55	21.60
	Expense Sub Totals:	123,545.00	6,124.76	68,279.33	55,265.67	0.00	55,265.67	44.73
	Dept 111 Sub Totals:	123,545.00	6,124.76	68,279.33	55,265.67	0.00		
Dept 100-113								
R04	CHARGES FOR SERVICES							
100-113-4993-113	Advertising Revenue	0.00	400.00	400.00	-400.00	0.00	-400.00	0.00
	R04 Sub Totals:	0.00	400.00	400.00	-400.00	0.00	-400.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	1,500.00	-1,500.00	0.00	-1,500.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	700.00	3,180.00	4,820.00	0.00	4,820.00	60.25
100-113-4471-755	Celebrate Race Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	8,000.00	700.00	4,680.00	3,320.00	0.00	3,320.00	41.50
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	0.00	162.00	-162.00	0.00	-162.00	0.00
	R08 Sub Totals:	0.00	0.00	162.00	-162.00	0.00	-162.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	8,000.00	3,950.00	9,275.00	-1,275.00	0.00	-1,275.00	0.00
100-113-4990-756	Fall Festival Sponsorships	8,000.00	3,750.00	10,575.00	-2,575.00	0.00	-2,575.00	0.00
	R87 Sub Totals:	16,000.00	7,700.00	19,850.00	-3,850.00	0.00	-3,850.00	0.00
	Revenue Sub Totals:	24,000.00	8,800.00	25,092.00	-1,092.00	0.00	-1,092.00	0.00
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	7,500.00	0.00	138.56	7,361.44	0.00	7,361.44	98.15
100-113-6530-756	Fall Festival Expenses	29,000.00	0.00	13,544.50	15,455.50	0.00	15,455.50	53.29
100-113-6531-113	Marketing Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	36,500.00	0.00	13,683.06	22,816.94	0.00	22,816.94	62.51
	Expense Sub Totals:	36,500.00	0.00	13,683.06	22,816.94	0.00	22,816.94	62.51
	Dept 113 Sub Totals:	12,500.00	-8,800.00	-11,408.94	23,908.94	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	115,432.00	7,263.60	65,550.16	49,881.84	0.00	49,881.84	43.21
100-115-4770-115	Planning & Zoning Fees	1,500.00	0.00	891.80	608.20	0.00	608.20	40.55
	R02 Sub Totals:	116,932.00	7,263.60	66,441.96	50,490.04	0.00	50,490.04	43.18
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG 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
R04	CHARGES FOR SERVICES							
100-115-4791-115	Code Enforcement Fees	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
R06	REVENUE FROM USE OF ASSET							
100-115-4760-115	Development Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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:	116,932.00	7,263.60	66,441.96	50,490.04	0.00	50,490.04	43.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	194,794.00	14,933.15	96,235.70	98,558.30	0.00	98,558.30	50.60
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	344.43	2,197.35	-447.35	0.00	-447.35	0.00
100-115-5070-115	Availability Allowance	1,440.00	120.00	690.00	750.00	0.00	750.00	52.08
100-115-5170-115	Bldg/Inspection Social Sec.	15,036.00	1,166.79	7,516.16	7,519.84	0.00	7,519.84	50.01
100-115-5180-115	Bldg/Inspection Retirement	11,793.00	923.86	5,959.06	5,833.94	0.00	5,833.94	49.47
100-115-5190-115	Bldg/Inspection Health Ins.	31,179.00	2,601.45	15,606.65	15,572.35	0.00	15,572.35	49.94
100-115-5210-115	Bldg/Inspection Workers Comp.	8,609.00	0.00	0.00	8,609.00	0.00	8,609.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	6,500.00	414.00	414.00	6,086.00	0.00	6,086.00	93.63
100-115-5380-115	Bldg/Inspection Uniforms	2,000.00	0.00	975.40	1,024.60	0.00	1,024.60	51.23
	E10 Sub Totals:	273,101.00	20,503.68	129,594.32	143,506.68	0.00	143,506.68	52.55
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	66,580.00	682.94	15,301.89	51,278.11	0.00	51,278.11	77.02
100-115-5270-115	Credit Card Fees	1,000.00	0.00	486.17	513.83	0.00	513.83	51.38
100-115-5300-115	Bldg/Inspection Ins. & Bonds	209.00	0.00	0.00	209.00	0.00	209.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,575.00	7.66	92.16	1,482.84	0.00	1,482.84	94.15
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	116.97	671.95	3,003.05	0.00	3,003.05	81.72
100-115-5590-115	Bldg/Inspection Gen. Supplies	15,500.00	184.18	6,834.14	8,665.86	0.00	8,665.86	55.91
100-115-5700-115	Development Computer/Software	1,717.00	200.00	473.48	1,243.52	0.00	1,243.52	72.42
100-115-6350-115	Bldg/Inspection Phones	3,221.00	309.03	1,380.19	1,840.81	0.00	1,840.81	57.15
	E20 Sub Totals:	93,477.00	1,500.78	25,239.98	68,237.02	0.00	68,237.02	73.00
	Expense Sub Totals:	366,578.00	22,004.46	154,834.30	211,743.70	0.00	211,743.70	57.76
	Dept 115 Sub Totals:	249,646.00	14,740.86	88,392.34	161,253.66	0.00		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	97,261.00	0.00	83,090.38	14,170.62	0.00	14,170.62	14.57
	R03 Sub Totals:	97,261.00	0.00	83,090.38	14,170.62	0.00	14,170.62	14.57
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	45,000.00	10,079.51	49,489.86	-4,489.86	0.00	-4,489.86	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R08 Sub Totals:	45,000.00	10,079.51	49,489.86	-4,489.86	0.00	-4,489.86	0.00
	Revenue Sub Totals:	142,261.00	10,079.51	132,580.24	9,680.76	0.00	9,680.76	6.80
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	100,710.00	7,719.79	50,051.48	50,658.52	0.00	50,658.52	50.30
100-118-5020-118	Recycle Center Overtime	1,500.00	36.22	174.35	1,325.65	0.00	1,325.65	88.38
100-118-5030-118	Recycle Center Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5070-118	Availability Allowance	360.00	30.00	165.00	195.00	0.00	195.00	54.17
100-118-5170-118	Recycle Center Social Sec.	7,820.00	594.25	3,846.64	3,973.36	0.00	3,973.36	50.81
100-118-5180-118	Recycle Center Retirement	6,133.00	467.16	3,023.47	3,109.53	0.00	3,109.53	50.70
100-118-5190-118	Recycle Center Health Ins.	23,385.00	1,950.78	11,704.68	11,680.32	0.00	11,680.32	49.95
100-118-5210-118	Recycle Center Workers Comp	4,477.00	0.00	0.00	4,477.00	0.00	4,477.00	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	1,800.00	0.00	789.09	1,010.91	0.00	1,010.91	56.16
	E10 Sub Totals:	146,185.00	10,798.20	69,754.71	76,430.29	0.00	76,430.29	52.28
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	113.44	1,578.17	-294.17	0.00	-294.17	0.00
100-118-5265-118	Shipping/Disposal	7,000.00	180.00	3,903.27	3,096.73	0.00	3,096.73	44.24
100-118-5300-118	Recycle Center Ins. & Bonds	2,252.00	0.00	0.00	2,252.00	0.00	2,252.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	2,000.00	0.00	1,328.53	671.47	0.00	671.47	33.57
100-118-5330-118	Recycle Center Equipment Maint	3,500.00	7.66	1,336.59	2,163.41	0.00	2,163.41	61.81
100-118-5530-118	Recycle Center Fuels	3,500.00	267.82	1,786.99	1,713.01	0.00	1,713.01	48.94
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	25.47	147.42	1,427.58	0.00	1,427.58	90.64
100-118-5700-118	Recycle Comp., Software	369.00	0.00	0.00	369.00	0.00	369.00	100.00
100-118-6300-118	Recycle Center Electricity	1,874.00	0.00	808.45	1,065.55	0.00	1,065.55	56.86
100-118-6310-118	Recycle Center Heating Fuels	2,100.00	273.57	955.26	1,144.74	0.00	1,144.74	54.51
100-118-6350-118	Recycle Center Phones	3,071.00	254.26	1,299.01	1,771.99	0.00	1,771.99	57.70
	E20 Sub Totals:	28,525.00	1,122.22	13,143.69	15,381.31	0.00	15,381.31	53.92
	Expense Sub Totals:	174,710.00	11,920.42	82,898.40	91,811.60	0.00	91,811.60	52.55
	Dept 118 Sub Totals:	32,449.00	1,840.91	-49,681.84	82,130.84	0.00		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	100,000.00	0.00	64,261.55	35,738.45	0.00	35,738.45	35.74
	R01 Sub Totals:	100,000.00	0.00	64,261.55	35,738.45	0.00	35,738.45	35.74
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	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
	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	16,042.00	0.00	0.00	16,042.00	0.00	16,042.00	100.00
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-121	School Resource Ofcr Crowder	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	16,042.00	0.00	0.00	16,042.00	0.00	16,042.00	100.00
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	74,190.38	137,654.47	112,345.53	0.00	112,345.53	44.94
100-120-4610-120	Police Training Fees	2,000.00	455.00	2,368.35	-368.35	0.00	-368.35	0.00
100-120-4620-120	C. Victim's Compensation	400.00	82.70	437.88	-37.88	0.00	-37.88	0.00
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	3,500.00	458.25	1,666.75	1,833.25	0.00	1,833.25	52.38
	R05 Sub Totals:	255,900.00	75,186.33	142,127.45	113,772.55	0.00	113,772.55	44.46
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	0.00	0.00	1,252.71	-1,252.71	0.00	-1,252.71	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	1,252.71	-1,252.71	0.00	-1,252.71	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	17.45	1,841.19	318.81	0.00	318.81	14.76
	R07 Sub Totals:	2,160.00	17.45	1,841.19	318.81	0.00	318.81	14.76
R87	DONATIONS							
100-120-4990-120	Police Donations	0.00	200.00	700.00	-700.00	0.00	-700.00	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	200.00	700.00	-700.00	0.00	-700.00	0.00
	Revenue Sub Totals:	378,602.00	75,403.78	210,182.90	168,419.10	0.00	168,419.10	44.48
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,313,698.00	100,887.61	593,964.71	719,733.29	0.00	719,733.29	54.79
100-120-5020-120	Police Dept Overtime	93,000.00	6,317.12	64,788.26	28,211.74	0.00	28,211.74	30.34
100-120-5030-120	Police Dept Part Time	14,769.00	406.00	3,507.50	11,261.50	0.00	11,261.50	76.25
100-120-5070-120	Availability Allowance	2,520.00	210.00	1,245.00	1,275.00	0.00	1,275.00	50.60
100-120-5170-120	Police Dept Social Security	108,743.00	8,026.96	48,882.44	59,860.56	0.00	59,860.56	55.05

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-5180-120	Police Dept Retirement	92,843.00	6,225.95	39,176.15	53,666.85	0.00	53,666.85	57.80
100-120-5190-120	Police Dept Health Insurance	194,868.00	16,970.02	90,891.73	103,976.27	0.00	103,976.27	53.36
100-120-5210-120	Police Dept Workers Comp.	62,261.00	0.00	0.00	62,261.00	0.00	62,261.00	100.00
100-120-5360-120	Police Dept Member/Train/Trvl	22,000.00	2,649.00	6,964.12	15,035.88	0.00	15,035.88	68.34
100-120-5361-120	AcademyTraining	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	100.00
100-120-5380-120	Police Dept Uniforms	19,950.00	1,869.79	5,149.45	14,800.55	0.00	14,800.55	74.19
	E10 Sub Totals:	1,941,652.00	143,562.45	854,569.36	1,087,082.64	0.00	1,087,082.64	55.99
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	1,062,975.00	4,594.39	43,036.42	1,019,938.58	0.00	1,019,938.58	95.95
100-120-5300-120	Police Dept Insurance & Bonds	15,135.00	0.00	0.00	15,135.00	0.00	15,135.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,350.00	0.00	607.90	6,742.10	0.00	6,742.10	91.73
100-120-5330-120	Police Dept Equipment Maint	28,000.00	3,575.44	19,543.77	8,456.23	0.00	8,456.23	30.20
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	10,045.00	29,955.00	0.00	29,955.00	74.89
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	60,000.00	3,666.04	21,975.64	38,024.36	0.00	38,024.36	63.37
100-120-5540-120	Police Dept Chemicals	263.00	0.00	0.00	263.00	0.00	263.00	100.00
100-120-5590-120	Police Dept General Supplies	10,000.00	545.88	3,330.61	6,669.39	0.00	6,669.39	66.69
100-120-5590-122	ACO General Supplies	15,750.00	0.00	0.00	15,750.00	0.00	15,750.00	100.00
100-120-5700-120	Police Dept Comp., Software	22,407.00	215.55	762.51	21,644.49	0.00	21,644.49	96.60
100-120-5780-120	Law Enforcement Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-6300-120	Police Dept Electricity	15,013.00	0.00	3,887.24	11,125.76	0.00	11,125.76	74.11
100-120-6350-120	Police Dept Phones	7,553.00	646.08	3,604.78	3,948.22	0.00	3,948.22	52.27
100-120-6390-120	Police Dept Minor Equipment	5,399.00	0.00	4,499.98	899.02	0.00	899.02	16.65
	E20 Sub Totals:	1,291,845.00	13,243.38	111,293.85	1,180,551.15	0.00	1,180,551.15	91.38
E30	CAPITAL OUTLAY							
100-120-6380-120	Lease Purchase Payments	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:	3,233,497.00	156,805.83	965,863.21	2,267,633.79	0.00	2,267,633.79	70.13
	Dept 120 Sub Totals:	2,854,895.00	81,402.05	755,680.31	2,099,214.69	0.00		
Dept 100-125 R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	2,458.93	13,015.20	2,984.80	0.00	2,984.80	18.66
100-125-4611-125	Court Clerk Training Fees	1,400.00	154.84	1,160.00	240.00	0.00	240.00	17.14
	R05 Sub Totals:	17,400.00	2,613.77	14,175.20	3,224.80	0.00	3,224.80	18.53
	Revenue Sub Totals:	17,400.00	2,613.77	14,175.20	3,224.80	0.00	3,224.80	18.53

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	109,138.00	8,284.07	54,286.27	54,851.73	0.00	54,851.73	50.26
100-125-5020-125	Municipal Court Overtime	1,800.00	127.85	346.17	1,453.83	0.00	1,453.83	80.77
100-125-5170-125	Municipal Court Social Secur.	8,487.00	568.65	3,730.17	4,756.83	0.00	4,756.83	56.05
100-125-5180-125	Municipal Court Retirement	6,657.00	504.70	3,277.88	3,379.12	0.00	3,379.12	50.76
100-125-5190-125	Municipal Court Health Ins.	23,385.00	2,077.54	12,389.64	10,995.36	0.00	10,995.36	47.02
100-125-5210-125	Municipal Court Workers Comp.	4,860.00	0.00	0.00	4,860.00	0.00	4,860.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,500.00	0.00	142.16	2,357.84	0.00	2,357.84	94.31
	E10 Sub Totals:	156,827.00	11,562.81	74,172.29	82,654.71	0.00	82,654.71	52.70
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	8,850.00	235.94	2,716.88	6,133.12	0.00	6,133.12	69.30
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	288.00	1,911.00	1,689.00	0.00	1,689.00	46.92
100-125-5330-125	Municipal Court Equip. Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-125-5590-125	Municipal Court Gen Supplies	2,877.00	523.70	1,348.79	1,528.21	0.00	1,528.21	53.12
100-125-5700-125	Municipal Court Comp., Softwre	1,520.00	0.00	0.00	1,520.00	0.00	1,520.00	100.00
100-125-6350-125	Municipal Court Phones	2,837.00	236.50	1,192.45	1,644.55	0.00	1,644.55	57.97
	E20 Sub Totals:	21,184.00	1,284.14	7,169.12	14,014.88	0.00	14,014.88	66.16
	Expense Sub Totals:	178,011.00	12,846.95	81,341.41	96,669.59	0.00	96,669.59	54.31
	Dept 125 Sub Totals:	160,611.00	10,233.18	67,166.21	93,444.79	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
	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	33,736.00	2,595.04	16,511.86	17,224.14	0.00	17,224.14	51.06
100-141-5020-141	IT Overtime	200.00	0.00	330.27	-130.27	0.00	-130.27	0.00
100-141-5070-141	Availability Allowance	360.00	30.00	180.00	180.00	0.00	180.00	50.00
100-141-5170-141	IT Social Security	2,597.00	198.62	1,289.00	1,308.00	0.00	1,308.00	50.37
100-141-5180-141	IT Retirement	2,037.00	157.50	1,024.33	1,012.67	0.00	1,012.67	49.71
100-141-5190-141	IT Health Insurance	7,795.00	650.26	3,901.56	3,893.44	0.00	3,893.44	49.95
100-141-5210-141	IT Workers Compensation	1,487.00	0.00	0.00	1,487.00	0.00	1,487.00	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:	49,712.00	3,631.42	23,237.02	26,474.98	0.00	26,474.98	53.26
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-141-5260-141	IT Professional Services	53,243.00	227.52	8,192.13	45,050.87	0.00	45,050.87	84.61
100-141-5590-141	IT General Supplies	260.00	0.00	229.96	30.04	0.00	30.04	11.55
100-141-5700-141	IT Computers, Software, Etc.	699.00	18.99	292.47	406.53	0.00	406.53	58.16
	E20 Sub Totals:	54,202.00	246.51	8,714.56	45,487.44	0.00	45,487.44	83.92
	Expense Sub Totals:	103,914.00	3,877.93	31,951.58	71,962.42	0.00	71,962.42	69.25
	Dept 141 Sub Totals:	103,914.00	3,877.93	31,951.58	71,962.42	0.00		
Dept 100-143 E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	2,000.00	185.12	417.97	1,582.03	0.00	1,582.03	79.10
100-143-5590-143	Fleet Maint. General Supplies	2,100.00	16.98	16.98	2,083.02	0.00	2,083.02	99.19
100-143-6390-143	Fleet Mtce Minor Equipment	15,200.00	3,374.98	5,065.71	10,134.29	0.00	10,134.29	66.67
	E20 Sub Totals:	19,300.00	3,577.08	5,500.66	13,799.34	0.00	13,799.34	71.50
	Expense Sub Totals:	19,300.00	3,577.08	5,500.66	13,799.34	0.00	13,799.34	71.50
	Dept 143 Sub Totals:	19,300.00	3,577.08	5,500.66	13,799.34	0.00		
Dept 100-144 E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	13,908.00	0.00	13,908.00	0.00	0.00	0.00	0.00
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	3,323.00	0.00	1,027.05	2,295.95	0.00	2,295.95	69.09
	E20 Sub Totals:	20,531.00	0.00	14,935.05	5,595.95	0.00	5,595.95	27.26
	Expense Sub Totals:	20,531.00	0.00	14,935.05	5,595.95	0.00	5,595.95	27.26
	Dept 144 Sub Totals:	20,531.00	0.00	14,935.05	5,595.95	0.00		
Dept 100-145 E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	64,239.00	4,941.45	32,047.45	32,191.55	0.00	32,191.55	50.11
100-145-5170-145	Human Resources Social Secur.	4,685.00	339.76	2,222.07	2,462.93	0.00	2,462.93	52.57
100-145-5180-145	Human Resources Retirement	3,675.00	296.48	1,922.81	1,752.19	0.00	1,752.19	47.68
100-145-5190-145	Human Resources Health Ins.	7,795.00	747.38	4,417.28	3,377.72	0.00	3,377.72	43.33
100-145-5210-145	Human Resources Workers Comp.	2,683.00	0.00	0.00	2,683.00	0.00	2,683.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	4,700.00	548.00	939.50	3,760.50	0.00	3,760.50	80.01
	E10 Sub Totals:	87,777.00	6,873.07	41,549.11	46,227.89	0.00	46,227.89	52.67
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-145-5260-145	Human Resources Prof. Services	3,400.00	262.94	2,189.17	1,210.83	0.00	1,210.83	35.61
100-145-5590-145	Human Resources GenSupplies	4,747.00	0.00	1,004.49	3,742.51	0.00	3,742.51	78.84
100-145-5700-145	HR Computer/Software	1,776.00	215.98	489.46	1,286.54	0.00	1,286.54	72.44
	E20 Sub Totals:	9,923.00	478.92	3,683.12	6,239.88	0.00	6,239.88	62.88
	Expense Sub Totals:	97,700.00	7,351.99	45,232.23	52,467.77	0.00	52,467.77	53.70
	Dept 145 Sub Totals:	97,700.00	7,351.99	45,232.23	52,467.77	0.00		
Dept 100-160								
R03	INTER-GOVERNMENTAL							
100-160-4200-160	Grant Revenue	680,000.00	0.00	20,234.00	659,766.00	0.00	659,766.00	97.02
100-160-4201-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	680,000.00	0.00	20,234.00	659,766.00	0.00	659,766.00	97.02
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	5,271.54	18,271.54	3,728.46	0.00	3,728.46	16.95
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	4,850.04	4,849.96	0.00	4,849.96	50.00
100-160-4500-160	Airport Hangar Rentals	60,120.00	5,409.48	30,229.48	29,890.52	0.00	29,890.52	49.72
100-160-4505-160	Airport Room Rental	3,000.00	250.00	1,700.00	1,300.00	0.00	1,300.00	43.33
100-160-4820-160	Airport Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	94,820.00	11,739.36	55,051.06	39,768.94	0.00	39,768.94	41.94
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	60,900.00	2,441.81	4,613.89	56,286.11	0.00	56,286.11	92.42
100-160-4550-160	Sale of Aviation Gas	74,550.00	4,714.95	36,591.77	37,958.23	0.00	37,958.23	50.92
100-160-4560-160	Sale of Pilot Supplies	500.00	67.94	561.22	-61.22	0.00	-61.22	0.00
	R08 Sub Totals:	135,950.00	7,224.70	41,766.88	94,183.12	0.00	94,183.12	69.28
	Revenue Sub Totals:	910,770.00	18,964.06	117,051.94	793,718.06	0.00	793,718.06	87.15
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	40,965.00	3,165.89	20,451.17	20,513.83	0.00	20,513.83	50.08
100-160-5020-160	Airport Overtime	900.00	64.74	72.13	827.87	0.00	827.87	91.99
100-160-5030-160	Airport Part Time	28,704.00	1,841.64	12,307.47	16,396.53	0.00	16,396.53	57.12
100-160-5070-160	Availability Allowance	360.00	30.00	180.00	180.00	0.00	180.00	50.00
100-160-5170-160	Airport Social Security	5,399.00	390.32	2,525.22	2,873.78	0.00	2,873.78	53.23
100-160-5180-160	Airport Retirement	2,512.00	193.97	1,240.50	1,271.50	0.00	1,271.50	50.62
100-160-5190-160	Airport Health Insurance	7,795.00	650.26	3,901.56	3,893.44	0.00	3,893.44	49.95

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-160-5210-160	Airport Workers Compensation	3,091.00	0.00	0.00	3,091.00	0.00	3,091.00	100.00
100-160-5360-160	Membership/Training/Travel	525.00	0.00	90.90	434.10	0.00	434.10	82.69
100-160-5380-160	Airport Uniforms	828.00	144.49	454.17	373.83	0.00	373.83	45.15
	E10 Sub Totals:	91,079.00	6,481.31	41,223.12	49,855.88	0.00	49,855.88	54.74
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	9,960.00	797.54	5,812.94	4,147.06	0.00	4,147.06	41.64
100-160-5300-160	Airport Insurance & Bonds	18,685.00	0.00	200.00	18,485.00	0.00	18,485.00	98.93
100-160-5320-160	Airport Facility Maintenance	7,500.00	34.18	2,431.64	5,068.36	0.00	5,068.36	67.58
100-160-5330-160	Airport Equipment Maintenance	5,000.00	45.00	2,968.22	2,031.78	0.00	2,031.78	40.64
100-160-5460-160	Cost of Av Gas Sold	74,550.00	3,873.24	28,782.76	45,767.24	0.00	45,767.24	61.39
100-160-5470-160	Cost of Jet Fuel Sold	60,900.00	1,633.45	3,104.88	57,795.12	0.00	57,795.12	94.90
100-160-5480-160	Cost of Pilot Supplies	735.00	0.00	731.68	3.32	0.00	3.32	0.45
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	78.59	351.03	1,748.97	0.00	1,748.97	83.28
100-160-5590-160	Airport General Supplies	2,500.00	191.25	812.22	1,687.78	0.00	1,687.78	67.51
100-160-5700-160	Airport Computer/Software	950.00	273.95	273.95	676.05	0.00	676.05	71.16
100-160-6300-160	Airport Electricity	15,651.00	0.00	4,817.43	10,833.57	0.00	10,833.57	69.22
100-160-6350-160	Airport Phones	3,071.00	254.26	1,299.00	1,772.00	0.00	1,772.00	57.70
	E20 Sub Totals:	201,602.00	7,181.46	51,585.75	150,016.25	0.00	150,016.25	74.41
	Expense Sub Totals:	292,681.00	13,662.77	92,808.87	199,872.13	0.00	199,872.13	68.29
	Dept 160 Sub Totals:	-618,089.00	-5,301.29	-24,243.07	-593,845.93	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	128,700.11	814,503.55	731,721.45	0.00	731,721.45	47.32
	R01 Sub Totals:	1,546,225.00	128,700.11	814,503.55	731,721.45	0.00	731,721.45	47.32
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	55,000.00	4,725.01	30,020.02	24,979.98	0.00	24,979.98	45.42
	R06 Sub Totals:	55,000.00	4,725.01	30,020.02	24,979.98	0.00	24,979.98	45.42
	Revenue Sub Totals:	1,601,225.00	133,425.12	844,523.57	756,701.43	0.00	756,701.43	47.26
	Dept 199 Sub Totals:	-1,601,225.00	-133,425.12	-844,523.57	-756,701.43	0.00		
Dept 100-204								
R04	I.O.O.F. Cemetery							
	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	9,000.00	6,500.00	16,250.00	-7,250.00	0.00	-7,250.00	0.00
100-204-4524-204	Burial Fees	23,000.00	0.00	14,150.00	8,850.00	0.00	8,850.00	38.48
	R04 Sub Totals:	32,000.00	6,500.00	30,400.00	1,600.00	0.00	1,600.00	5.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	27.00	162.00	-162.00	0.00	-162.00	0.00
	R07 Sub Totals:	0.00	27.00	162.00	-162.00	0.00	-162.00	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:	35,500.00	6,527.00	30,562.00	4,938.00	0.00	4,938.00	13.91
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	816.21	5,293.52	4,706.48	0.00	4,706.48	47.06
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	765.00	57.36	374.47	390.53	0.00	390.53	51.05
100-204-5180-204	IOOF Retirement	600.00	48.97	317.62	282.38	0.00	282.38	47.06
100-204-5190-204	IOOF Health Insurance	1,211.00	117.43	704.58	506.42	0.00	506.42	41.82
100-204-5210-204	IOOF Workers Compensation	438.00	0.00	0.00	438.00	0.00	438.00	100.00
	E10 Sub Totals:	13,014.00	1,039.97	6,690.19	6,323.81	0.00	6,323.81	48.59
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	111,402.00	10,027.00	48,338.44	63,063.56	0.00	63,063.56	56.61
100-204-5262-204	I.O.O.F. Burial Costs	21,630.00	0.00	11,413.00	10,217.00	0.00	10,217.00	47.24
100-204-5300-204	Cemetery Insurance & Bonds	1,194.00	0.00	0.00	1,194.00	0.00	1,194.00	100.00
100-204-5320-204	Cemetery Facility Maintenance	4,526.00	0.00	4.72	4,521.28	0.00	4,521.28	99.90
100-204-5325-204	Grounds Maintenance	5,800.00	8,751.04	8,751.04	-2,951.04	0.00	-2,951.04	0.00
100-204-5330-204	Cemetery Equipment Maintenance	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	100.00
100-204-5530-204	Cemetery Fuels/Lubricants	420.00	0.00	0.00	420.00	0.00	420.00	100.00
100-204-5590-204	General Supplies	925.00	0.00	106.97	818.03	0.00	818.03	88.44
100-204-6300-204	I.O.O.F. Electricity Costs	571.00	0.00	177.79	393.21	0.00	393.21	68.86
	E20 Sub Totals:	147,718.00	18,778.04	68,791.96	78,926.04	0.00	78,926.04	53.43
	Expense Sub Totals:	160,732.00	19,818.01	75,482.15	85,249.85	0.00	85,249.85	53.04
	Dept 204 Sub Totals:	125,232.00	13,291.01	44,920.15	80,311.85	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	20,000.00	324.21	1,925.81	18,074.19	1,423.48	16,650.71	83.25
100-999-6300-112	City Hall Electricity	15,662.00	0.00	4,147.49	11,514.51	0.00	11,514.51	73.52
100-999-6310-112	City Hall Heating Fuels	8,000.00	912.57	3,445.70	4,554.30	0.00	4,554.30	56.93
100-999-6350-112	City Hall Phones	14,693.00	1,195.28	6,631.04	8,061.96	0.00	8,061.96	54.87
	E20 Sub Totals:	58,355.00	2,432.06	16,150.04	42,204.96	1,423.48	40,781.48	69.89
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	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:	66,355.00	2,432.06	16,150.04	50,204.96	1,423.48	48,781.48	73.52
	Dept 999 Sub Totals:	66,355.00	2,432.06	16,150.04	50,204.96	1,423.48		
	Fund Revenue Sub Totals:	9,906,815.00	732,006.90	4,907,711.63	4,999,103.37	0.00	4,999,103.37	50.46
	Fund Expense Sub Totals:	10,801,107.00	952,714.95	4,403,539.16	6,397,567.84	10,923.48	6,386,644.36	59.13
	Fund 100 Sub Totals:	894,292.00	220,708.05	-504,172.47	1,398,464.47	10,923.48		
Fund 120	Police Grants							
Dept 120-000	Non-Departmental							
R90	TRANSFERS IN							
120-000-3324-000	Transfer from Police Dept	2,310.00	0.00	1,820.11	489.89	0.00	489.89	21.21
120-000-3326-000	Trasnfer from Dare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	2,310.00	0.00	1,820.11	489.89	0.00	489.89	21.21
	Revenue Sub Totals:	2,310.00	0.00	1,820.11	489.89	0.00	489.89	21.21
	Dept 000 Sub Totals:	-2,310.00	0.00	-1,820.11	-489.89	0.00		
Dept 120-128	DWI Grant							
R03	INTER-GOVERNMENTAL							
120-128-4240-120	DWI Grant Revenue	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60
	R03 Sub Totals:	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60
	Revenue Sub Totals:	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10 120-128-5020-120	PERSONNEL DWI Overtime	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60
	E10 Sub Totals:	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60
E20 120-128-5590-120	OPERATING COSTS 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:	5,000.00	1,539.01	2,620.19	2,379.81	0.00	2,379.81	47.60
	Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-129 R03 120-129-4230-120	HMV Grant INTER-GOVERNMENTAL HMV Grant Revenue	9,180.00	607.79	6,888.57	2,291.43	0.00	2,291.43	24.96
	R03 Sub Totals:	9,180.00	607.79	6,888.57	2,291.43	0.00	2,291.43	24.96
	Revenue Sub Totals:	9,180.00	607.79	6,888.57	2,291.43	0.00	2,291.43	24.96
E10 120-129-5020-120 120-129-5360-120	PERSONNEL HMV Overtime HMV Grant Training	2,800.00 1,200.00	607.79 0.00	1,708.57 0.00	1,091.43 1,200.00	0.00 0.00	1,091.43 1,200.00	38.98 100.00
	E10 Sub Totals:	4,000.00	607.79	1,708.57	2,291.43	0.00	2,291.43	57.29
E20 120-129-5590-120	OPERATING COSTS HMV Grant General Supplies	5,180.00	0.00	5,180.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	5,180.00	0.00	5,180.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	9,180.00	607.79	6,888.57	2,291.43	0.00	2,291.43	24.96
	Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-131 R03 120-131-4220-120 120-131-4250-120	DOJ Grant INTER-GOVERNMENTAL Justice Dept Vest Grant LLEBG Grant Revenue	1,862.00 0.00	0.00 0.00	0.00 0.00	1,862.00 0.00	0.00 0.00	1,862.00 0.00	100.00 0.00
	R03 Sub Totals:	1,862.00	0.00	0.00	1,862.00	0.00	1,862.00	100.00
	Revenue Sub Totals:	1,862.00	0.00	0.00	1,862.00	0.00	1,862.00	100.00
E10 120-131-5380-120	PERSONNEL Police Dept Uniforms-Vests	3,725.00	0.00	3,640.21	84.79	0.00	84.79	2.28

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30 120-131-5790-120	E10 Sub Totals:	3,725.00	0.00	3,640.21	84.79	0.00	84.79	2.28
	CAPITAL OUTLAY							
	LLEBG-Law Enf Safety Prog	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:	3,725.00	0.00	3,640.21	84.79	0.00	84.79	2.28
	Dept 131 Sub Totals:	1,863.00	0.00	3,640.21	-1,777.21	0.00		
	Fund Revenue Sub Totals:	18,352.00	2,146.80	11,328.87	7,023.13	0.00	7,023.13	38.27
Fund 124 Dept 124-120 R87 124-120-4990-126	Fund Expense Sub Totals:	17,905.00	2,146.80	13,148.97	4,756.03	0.00	4,756.03	26.56
	Fund 120 Sub Totals:	-447.00	0.00	1,820.10	-2,267.10	0.00		
	Shop With a Cop							
	DONATIONS							
	Halloween Bash	2,000.00	0.00	900.00	1,100.00	0.00	1,100.00	55.00
	R87 Sub Totals:	2,000.00	0.00	900.00	1,100.00	0.00	1,100.00	55.00
	Revenue Sub Totals:	2,000.00	0.00	900.00	1,100.00	0.00	1,100.00	55.00
E20 124-120-6430-126	OPERATING COSTS							
	Halloween Bash Expenses	2,000.00	0.00	2,551.44	-551.44	0.00	-551.44	0.00
	E20 Sub Totals:	2,000.00	0.00	2,551.44	-551.44	0.00	-551.44	0.00
	Expense Sub Totals:	2,000.00	0.00	2,551.44	-551.44	0.00	-551.44	0.00
	Dept 120 Sub Totals:	0.00	0.00	1,651.44	-1,651.44	0.00		
	REVENUE FROM USE OF ASSET							
	Interest Earned-Shop w/a Cop	100.00	9.19	89.02	10.98	0.00	10.98	10.98
Dept 124-124 R06 124-124-4700-124	R06 Sub Totals:	100.00	9.19	89.02	10.98	0.00	10.98	10.98
	DONATIONS							
	Shop With A Cop	15,500.00	0.00	16,534.44	-1,034.44	0.00	-1,034.44	0.00
	R87 Sub Totals:	15,500.00	0.00	16,534.44	-1,034.44	0.00	-1,034.44	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20 124-124-6440-124	Revenue Sub Totals:	15,600.00	9.19	16,623.46	-1,023.46	0.00	-1,023.46	0.00
	OPERATING COSTS							
	Shop With A Cop Expenses	15,500.00	0.00	15,111.76	388.24	0.00	388.24	2.50
	E20 Sub Totals:	15,500.00	0.00	15,111.76	388.24	0.00	388.24	2.50
	Expense Sub Totals:	15,500.00	0.00	15,111.76	388.24	0.00	388.24	2.50
	Dept 124 Sub Totals:	-100.00	-9.19	-1,511.70	1,411.70	0.00		
	Fund Revenue Sub Totals:	17,600.00	9.19	17,523.46	76.54	0.00	76.54	0.43
Fund 126 Dept 126-000 E90 126-000-3205-120	Fund Expense Sub Totals:	17,500.00	0.00	17,663.20	-163.20	0.00	-163.20	0.00
	Fund 124 Sub Totals:	-100.00	-9.19	139.74	-239.74	0.00		
	D.A.R.E Program							
	TRANSFERS OUT							
	Trasnfer to Police	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 126-126 R06 126-126-4700-126	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	REVENUE FROM USE OF ASSET							
	D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87 126-126-4990-126	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DONATIONS							
	D.A.R.E Program Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 126-126-6430-126	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
	OPERATING COSTS							
	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

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 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							
R90	TRANSFERS IN							
130-000-3305-000	Transfer fm Public Safety Fund	866,763.00	72,230.25	433,381.50	433,381.50	0.00	433,381.50	50.00
130-000-3330-000	Transfer fm General	654,927.00	54,577.25	327,463.50	327,463.50	0.00	327,463.50	50.00
	R90 Sub Totals:	1,521,690.00	126,807.50	760,845.00	760,845.00	0.00	760,845.00	50.00
	Revenue Sub Totals:	1,521,690.00	126,807.50	760,845.00	760,845.00	0.00	760,845.00	50.00
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	484,985.00	33,140.00	33,140.00	451,845.00	0.00	451,845.00	93.17
	E90 Sub Totals:	484,985.00	33,140.00	33,140.00	451,845.00	0.00	451,845.00	93.17
	Expense Sub Totals:	484,985.00	33,140.00	33,140.00	451,845.00	0.00	451,845.00	93.17
	Dept 000 Sub Totals:	-1,036,705.00	-93,667.50	-727,705.00	-309,000.00	0.00		
Dept 130-130	TAXES							
R01	Fire Department Sales Tax	678,809.00	64,312.31	407,368.21	271,440.79	0.00	271,440.79	39.99
130-130-4030-130	R01 Sub Totals:	678,809.00	64,312.31	407,368.21	271,440.79	0.00	271,440.79	39.99
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R03	INTER-GOVERNMENTAL							
130-130-4200-130	Grant Revenues	167,500.00	0.00	9,758.50	157,741.50	0.00	157,741.50	94.17
130-130-4850-130	Contract: Fire District	130,000.00	0.00	130,000.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	297,500.00	0.00	139,758.50	157,741.50	0.00	157,741.50	53.02

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	3,042.54	14,901.02	-14,901.02	0.00	-14,901.02	0.00
130-130-4760-130	Insurance Proceeds	0.00	0.00	15,000.00	-15,000.00	0.00	-15,000.00	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	3,042.54	29,901.02	-29,901.02	0.00	-29,901.02	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
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	976,309.00	67,354.85	577,027.73	399,281.27	0.00	399,281.27	40.90
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,287,459.00	95,904.08	625,361.97	662,097.03	0.00	662,097.03	51.43
130-130-5020-130	Fire Dept Overtime	134,000.00	11,218.62	86,947.37	47,052.63	0.00	47,052.63	35.11
130-130-5030-130	Fire Dept Part Time	3,500.00	144.35	638.47	2,861.53	0.00	2,861.53	81.76
130-130-5070-130	Availability Allowance	3,240.00	240.00	1,455.00	1,785.00	0.00	1,785.00	55.09
130-130-5170-130	Fire Dept Social Security	113,997.00	7,873.06	51,293.19	62,703.81	0.00	62,703.81	55.00
130-130-5180-130	Fire Dept Retirement	130,775.00	8,952.99	59,389.73	71,385.27	0.00	71,385.27	54.59
130-130-5190-130	Fire Dept Health Insurance	210,458.00	17,458.68	99,653.23	110,804.77	0.00	110,804.77	52.65
130-130-5210-130	Fire Dept Workers Compensation	65,269.00	0.00	0.00	65,269.00	0.00	65,269.00	100.00
130-130-5230-130	Physicals	1,500.00	-233.28	0.00	1,500.00	0.00	1,500.00	100.00
130-130-5360-130	Fire Dept Member/Train/Trvl	2,850.00	0.00	279.28	2,570.72	0.00	2,570.72	90.20
130-130-5361-130	Fire Academy Training	2,400.00	0.00	2,100.00	300.00	0.00	300.00	12.50
130-130-5380-130	Fire Dept Uniforms	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	E10 Sub Totals:	1,959,448.00	141,558.50	927,118.24	1,032,329.76	0.00	1,032,329.76	52.68
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	61,320.00	2,190.92	27,442.80	33,877.20	0.00	33,877.20	55.25
130-130-5300-130	Fire Dept Insurance and Bonds	42,924.00	0.00	3,236.00	39,688.00	0.00	39,688.00	92.46
130-130-5320-130	Fire Dept Facility Maintenance	31,600.00	382.86	20,951.12	10,648.88	0.00	10,648.88	33.70
130-130-5330-130	Fire Dept Equipment Maint.	29,500.00	1,316.94	12,490.07	17,009.93	0.00	17,009.93	57.66
130-130-5530-130	Fire Dept Fuels/Lubricants	15,750.00	1,776.20	9,605.60	6,144.40	0.00	6,144.40	39.01
130-130-5540-130	Fire Dept Chemicals	1,130.00	0.00	0.00	1,130.00	0.00	1,130.00	100.00
130-130-5590-130	Fire Dept General Supplies	9,460.00	257.60	3,311.19	6,148.81	0.00	6,148.81	65.00
130-130-5700-130	Fire Dept Comp., Software	15,225.00	0.00	1,270.20	13,954.80	0.00	13,954.80	91.66
130-130-6300-130	Fire Dept Electricity	15,430.00	0.00	4,369.81	11,060.19	0.00	11,060.19	71.68
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	1,156.51	4,186.28	4,213.72	0.00	4,213.72	50.16
130-130-6350-130	Fire Dept Phones	8,692.00	1,481.75	6,210.93	2,481.07	0.00	2,481.07	28.54
130-130-6390-130	Fire Dept. Minor Equipment	51,658.00	479.31	25,397.50	26,260.50	0.00	26,260.50	50.84

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30 130-130-6380-130	E20 Sub Totals:	291,089.00	9,042.09	118,471.50	172,617.50	0.00	172,617.50	59.30
	CAPITAL OUTLAY							
	Lease Purchase Payments	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:	2,250,537.00	150,600.59	1,045,589.74	1,204,947.26	0.00	1,204,947.26	53.54
	Dept 130 Sub Totals:	1,274,228.00	83,245.74	468,562.01	805,665.99	0.00		
	Fund Revenue Sub Totals:	2,497,999.00	194,162.35	1,337,872.73	1,160,126.27	0.00	1,160,126.27	46.44
Fund 170 Dept 170-000 R90 170-000-3306-000	Fund Expense Sub Totals:	2,735,522.00	183,740.59	1,078,729.74	1,656,792.26	0.00	1,656,792.26	60.57
	Fund 130 Sub Totals:	237,523.00	-10,421.76	-259,142.99	496,665.99	0.00		
	Drainage Sales Tax							
	Non-Departmental							
	TRANSFERS IN							
	Transfer fm ARPA	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
E90 170-000-3200-000 170-000-3243-000 170-000-3285-000	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS OUT							
	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfer to Parks Capital Imp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Trns to Capital Improvement	7,703,160.00	-998,087.16	61,660.89	7,641,499.11	0.00	7,641,499.11	99.20
	E90 Sub Totals:	7,703,160.00	-998,087.16	61,660.89	7,641,499.11	0.00	7,641,499.11	99.20
	Expense Sub Totals:	7,703,160.00	-998,087.16	61,660.89	7,641,499.11	0.00	7,641,499.11	99.20
Dept 170-990 R01 170-990-4030-990	Dept 000 Sub Totals:	7,703,160.00	-998,087.16	61,660.89	7,641,499.11	0.00		
	TAXES							
	Sales Tax Drainage	407,468.00	38,587.27	244,420.61	163,047.39	0.00	163,047.39	40.01
	R01 Sub Totals:	407,468.00	38,587.27	244,420.61	163,047.39	0.00	163,047.39	40.01
R03 170-990-4200-990	INTER-GOVERNMENTAL							
	Grant Revenue	7,200,936.00	-2,110,083.34	0.00	7,200,936.00	0.00	7,200,936.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R03 Sub Totals:	7,200,936.00	-2,110,083.34	0.00	7,200,936.00	0.00	7,200,936.00	100.00
R06	REVENUE FROM USE OF ASSET							
170-990-4700-990	Interest Earned-Drainage Fund	18,500.00	4,639.14	37,186.01	-18,686.01	0.00	-18,686.01	0.00
170-990-4820-990	Sale of Drainage Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	18,500.00	4,639.14	37,186.01	-18,686.01	0.00	-18,686.01	0.00
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:	7,626,904.00	-2,066,856.93	281,606.62	7,345,297.38	0.00	7,345,297.38	96.31
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	51,582.00	3,967.79	25,292.68	26,289.32	0.00	26,289.32	50.97
170-990-5020-990	Drainage Overtime	4,667.00	322.38	1,507.00	3,160.00	0.00	3,160.00	67.71
170-990-5030-990	Drainage Part Time	12,000.00	480.00	2,321.25	9,678.75	0.00	9,678.75	80.66
170-990-5070-990	Availability Allowance	360.00	30.00	180.00	180.00	0.00	180.00	50.00
170-990-5170-990	Drainage Social Security	5,221.00	364.10	2,222.84	2,998.16	0.00	2,998.16	57.43
170-990-5180-990	Drainage Retirement	3,375.00	259.21	1,618.76	1,756.24	0.00	1,756.24	52.04
170-990-5190-990	Drainage Health Insurance	7,795.00	697.90	3,949.20	3,845.80	0.00	3,845.80	49.34
170-990-5210-990	Drainage Workers Compensation	2,990.00	0.00	0.00	2,990.00	0.00	2,990.00	100.00
170-990-5380-990	Drainage Uniforms	1,310.00	25.47	489.89	820.11	0.00	820.11	62.60
	E10 Sub Totals:	89,300.00	6,146.85	37,581.62	51,718.38	0.00	51,718.38	57.92
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,250.00	155.44	9,082.72	1,167.28	0.00	1,167.28	11.39
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	15,750.00	25.99	1,468.57	14,281.43	0.00	14,281.43	90.68
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	107.34	705.44	7,294.56	0.00	7,294.56	91.18
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	21,000.00	0.00	462.97	20,537.03	0.00	20,537.03	97.80
170-990-5700-990	Drainage Computer/Software	99.00	0.00	0.00	99.00	0.00	99.00	100.00
170-990-6350-990	Drainage Phones	3,198.00	266.55	1,372.75	1,825.25	0.00	1,825.25	57.07
	E20 Sub Totals:	58,697.00	555.32	13,092.45	45,604.55	0.00	45,604.55	77.69
E30	CAPITAL OUTLAY							
170-990-6380-990	Lease Purchase Payments	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:	147,997.00	6,702.17	50,674.07	97,322.93	0.00	97,322.93	65.76

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 990 Sub Totals:	-7,478,907.00	2,073,559.10	-230,932.55	-7,247,974.45	0.00		
	Fund Revenue Sub Totals:	7,626,904.00	-2,066,856.93	281,606.62	7,345,297.38	0.00	7,345,297.38	96.31
	Fund Expense Sub Totals:	7,851,157.00	-991,384.99	112,334.96	7,738,822.04	0.00	7,738,822.04	98.57
	Fund 170 Sub Totals:	224,253.00	1,075,471.94	-169,271.66	393,524.66	0.00		
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	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
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	0.00	49,225.00	4,455.00	0.00	4,455.00	8.30
175-000-3264-000	Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3285-000	Trns to Capital Improvement	25,000.00	0.00	1,834.65	23,165.35	0.00	23,165.35	92.66
	E90 Sub Totals:	78,680.00	0.00	51,059.65	27,620.35	0.00	27,620.35	35.10
	Expense Sub Totals:	78,680.00	0.00	51,059.65	27,620.35	0.00	27,620.35	35.10
	Dept 000 Sub Totals:	78,680.00	0.00	51,059.65	27,620.35	0.00		
Dept 175-175	TAXES							
R01	Sales Tax - 1/16-Cent	169,780.00	16,078.07	101,842.03	67,937.97	0.00	67,937.97	40.02
175-175-4030-175								
	R01 Sub Totals:	169,780.00	16,078.07	101,842.03	67,937.97	0.00	67,937.97	40.02
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	6,970.00	354.97	3,985.24	2,984.76	0.00	2,984.76	42.82
175-175-4820-175	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	6,970.00	354.97	3,985.24	2,984.76	0.00	2,984.76	42.82
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

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Revenue Sub Totals:			176,750.00	16,433.04	105,827.27	70,922.73	0.00	70,922.73	40.13
E10		PERSONNEL							
175-175-5010-175		Senior Center Salaries	5,915.00	420.81	2,870.68	3,044.32	0.00	3,044.32	51.47
175-175-5020-175		Senior Center Overtime	500.00	34.11	88.13	411.87	0.00	411.87	82.37
175-175-5170-175		Senior Center Social Security	491.00	34.26	223.16	267.84	0.00	267.84	54.55
175-175-5180-175		Senior Center Retirement	385.00	27.30	177.54	207.46	0.00	207.46	53.89
175-175-5190-175		Senior Center Health Insurance	1,248.00	104.03	624.27	623.73	0.00	623.73	49.98
175-175-5210-175		Senior Center Workers Comp.	281.00	0.00	0.00	281.00	0.00	281.00	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:			9,120.00	620.51	3,983.78	5,136.22	0.00	5,136.22	56.32
E20		OPERATING COSTS							
175-175-5260-175		Senior Center Prof. Services	7,430.00	0.00	2,065.86	5,364.14	0.00	5,364.14	72.20
175-175-5300-175		Senior Center Ins. & Bonds	5,901.00	0.00	0.00	5,901.00	0.00	5,901.00	100.00
175-175-5320-175		Senior Center Facility Maint.	12,000.00	658.51	6,417.95	5,582.05	0.00	5,582.05	46.52
175-175-5330-175		Senior Center Equipment Maint.	500.00	228.12	228.12	271.88	0.00	271.88	54.38
175-175-5590-175		Senior Center General Supplies	1,000.00	9.48	621.98	378.02	0.00	378.02	37.80
175-175-5610-175		Senior Center Activity/Event	3,000.00	54.04	730.61	2,269.39	0.00	2,269.39	75.65
175-175-5700-175		Senior Center Comp., Software	525.00	0.00	0.00	525.00	0.00	525.00	100.00
175-175-6300-175		Senior Center Electricity	27,000.00	0.00	9,422.00	17,578.00	0.00	17,578.00	65.10
175-175-6350-175		Senior Center Phones	3,248.00	268.11	1,382.13	1,865.87	0.00	1,865.87	57.45
E20 Sub Totals:			60,604.00	1,218.26	20,868.65	39,735.35	0.00	39,735.35	65.57
Expense Sub Totals:			69,724.00	1,838.77	24,852.43	44,871.57	0.00	44,871.57	64.36
Dept 175 Sub Totals:			-107,026.00	-14,594.27	-80,974.84	-26,051.16	0.00		
Fund Revenue Sub Totals:			176,750.00	16,433.04	105,827.27	70,922.73	0.00	70,922.73	40.13
Fund Expense Sub Totals:			148,404.00	1,838.77	75,912.08	72,491.92	0.00	72,491.92	48.85
Fund 175 Sub Totals:			-28,346.00	-14,594.27	-29,915.19	1,569.19	0.00		
Fund 180		Parks Sales Tax							
Dept 180-000		Non-Departmental							
R90		TRANSFERS IN							
180-000-3343-000		Transfer from Other Funds	676,850.00	56,404.17	338,425.02	338,424.98	0.00	338,424.98	50.00
180-000-3390-000		Transfer from Parks Sales Tax	66,530.00	5,544.17	33,265.02	33,264.98	0.00	33,264.98	50.00
R90 Sub Totals:			743,380.00	61,948.34	371,690.04	371,689.96	0.00	371,689.96	50.00
Revenue Sub Totals:			743,380.00	61,948.34	371,690.04	371,689.96	0.00	371,689.96	50.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3285-000	Trns to Capital Improvement	1,032,409.00	6,600.00	137,386.61	895,022.39	0.00	895,022.39	86.69
180-000-3290-000	Transfer to Parks Recreation	66,530.00	5,544.17	33,265.02	33,264.98	0.00	33,264.98	50.00
	E90 Sub Totals:	1,098,939.00	12,144.17	170,651.63	928,287.37	0.00	928,287.37	84.47
	Expense Sub Totals:	1,098,939.00	12,144.17	170,651.63	928,287.37	0.00	928,287.37	84.47
	Dept 000 Sub Totals:	355,559.00	-49,804.17	-201,038.41	556,597.41	0.00		
Dept 180-750								
R01	TAXES							
180-750-4030-750	Sales Tax Parks	611,202.00	57,880.90	366,630.92	244,571.08	0.00	244,571.08	40.01
	R01 Sub Totals:	611,202.00	57,880.90	366,630.92	244,571.08	0.00	244,571.08	40.01
R03	INTER-GOVERNMENTAL							
180-750-4200-750	Grant Revenue	245,009.00	0.00	44,757.00	200,252.00	0.00	200,252.00	81.73
	R03 Sub Totals:	245,009.00	0.00	44,757.00	200,252.00	0.00	200,252.00	81.73
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	4,000.00	954.99	2,295.78	1,704.22	0.00	1,704.22	42.61
	R04 Sub Totals:	4,000.00	954.99	2,295.78	1,704.22	0.00	1,704.22	42.61
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,800.00	420.00	525.00	2,275.00	0.00	2,275.00	81.25
180-750-4500-752	RV Pad Rental	3,000.00	510.00	1,636.00	1,364.00	0.00	1,364.00	45.47
180-750-4700-750	Interest Earned-Parks Fund	19,214.00	1,726.62	10,908.40	8,305.60	0.00	8,305.60	43.23
180-750-4760-750	Insurance Proceeds	0.00	8,358.00	8,358.00	-8,358.00	0.00	-8,358.00	0.00
180-750-4820-750	Sale and Use of Property	300.00	0.00	300.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	25,314.00	11,014.62	21,727.40	3,586.60	0.00	3,586.60	14.17
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	1,096.00	1,256.78	-1,256.78	0.00	-1,256.78	0.00
	R07 Sub Totals:	0.00	1,096.00	1,256.78	-1,256.78	0.00	-1,256.78	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	0.00	0.00	0.00	0.00	0.00	0.00	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	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:	885,525.00	70,946.51	436,667.88	448,857.12	0.00	448,857.12	50.69
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	246,631.00	17,945.41	113,870.02	132,760.98	0.00	132,760.98	53.83
180-750-5020-750	Parks Overtime	6,000.00	344.83	1,955.83	4,044.17	0.00	4,044.17	67.40
180-750-5070-750	Availability Allowance	720.00	60.00	360.00	360.00	0.00	360.00	50.00
180-750-5170-750	Parks Social Security	19,327.00	1,384.25	8,770.59	10,556.41	0.00	10,556.41	54.62
180-750-5180-750	Parks Retirement	15,158.00	959.54	6,397.48	8,760.52	0.00	8,760.52	57.79
180-750-5190-750	Parks Health Insurance	46,769.00	3,903.90	22,610.28	24,158.72	0.00	24,158.72	51.66
180-750-5210-750	Parks Workers Compensation	11,066.00	0.00	0.00	11,066.00	0.00	11,066.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,040.00	40.00	40.00	1,000.00	0.00	1,000.00	96.15
180-750-5380-750	Parks Uniforms	3,500.00	0.00	2,291.50	1,208.50	0.00	1,208.50	34.53
	E10 Sub Totals:	350,211.00	24,637.93	156,295.70	193,915.30	0.00	193,915.30	55.37
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,780.00	251.94	2,396.58	383.42	0.00	383.42	13.79
180-750-5300-750	Parks Insurance and Bonds	29,073.00	0.00	0.00	29,073.00	0.00	29,073.00	100.00
180-750-5320-750	Parks Facility Maintenance	31,481.00	9,319.07	15,285.64	16,195.36	336.00	15,859.36	50.38
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5330-750	Parks Equipment Maintenance	20,000.00	302.93	3,987.16	16,012.84	0.00	16,012.84	80.06
180-750-5331-750	Helicopter Maintenance	5,000.00	0.00	1,465.00	3,535.00	0.00	3,535.00	70.70
180-750-5530-750	Parks Fuels/Lubricants	15,000.00	1,202.35	4,667.39	10,332.61	0.00	10,332.61	68.88
180-750-5590-750	Parks General Supplies	10,000.00	415.63	4,446.10	5,553.90	0.00	5,553.90	55.54
180-750-5590-752	RV Park Expenses	1,000.00	0.00	5.00	995.00	0.00	995.00	99.50
180-750-5610-750	Christmas Lighting	5,000.00	0.00	5,096.56	-96.56	0.00	-96.56	0.00
180-750-5630-750	Wading Pool Expenses	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
180-750-5700-750	Parks Computer/Software	3,140.00	0.00	0.00	3,140.00	0.00	3,140.00	100.00
180-750-6300-750	Parks Electricity	17,000.00	0.00	6,179.83	10,820.17	0.00	10,820.17	63.65
180-750-6310-750	Parks Heating Fuels	2,900.00	326.09	1,118.10	1,781.90	0.00	1,781.90	61.44
180-750-6350-750	Parks Phones	2,894.00	240.40	1,215.88	1,678.12	0.00	1,678.12	57.99
180-750-6390-750	Parks Minor Equipment	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
180-750-6410-750	Flowers & Plants	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E20 Sub Totals:	158,268.00	12,058.41	45,863.24	112,404.76	336.00	112,068.76	70.81
	Expense Sub Totals:	508,479.00	36,696.34	202,158.94	306,320.06	336.00	305,984.06	60.18
	Dept 750 Sub Totals:	-377,046.00	-34,250.17	-234,508.94	-142,537.06	336.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	46,710.00	0.00	167.24	46,542.76	0.00	46,542.76	99.64
180-940-5300-940	Parks - Swim Insurance & Bonds	13,529.00	0.00	0.00	13,529.00	0.00	13,529.00	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-940-5590-940	Parks - Swim General Supplies	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	4,000.00	0.00	-1,505.86	5,505.86	0.00	5,505.86	137.65
	E20 Sub Totals:	73,239.00	0.00	-1,338.62	74,577.62	0.00	74,577.62	101.83
	Expense Sub Totals:	73,239.00	0.00	-1,338.62	74,577.62	0.00	74,577.62	101.83
	Dept 940 Sub Totals:	73,239.00	0.00	-1,338.62	74,577.62	0.00		
	Fund Revenue Sub Totals:	1,628,905.00	132,894.85	808,357.92	820,547.08	0.00	820,547.08	50.37
	Fund Expense Sub Totals:	1,680,657.00	48,840.51	371,471.95	1,309,185.05	336.00	1,308,849.05	77.88
	Fund 180 Sub Totals:	51,752.00	-84,054.34	-436,885.97	488,637.97	336.00		
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	213,718.00	0.00	196,900.00	16,818.00	0.00	16,818.00	7.87
195-000-3285-000	Trns to Capital Improvement	85,000.00	894.63	39,812.63	45,187.37	0.00	45,187.37	53.16
	E90 Sub Totals:	298,718.00	894.63	236,712.63	62,005.37	0.00	62,005.37	20.76
	Expense Sub Totals:	298,718.00	894.63	236,712.63	62,005.37	0.00	62,005.37	20.76
	Dept 000 Sub Totals:	298,718.00	894.63	236,712.63	62,005.37	0.00		
Dept 195-114	REVENUE FROM USE OF ASSET							
R06	Lampo Rental Fees	13,000.00	2,050.00	8,855.00	4,145.00	0.00	4,145.00	31.88
195-114-4500-114								
	R06 Sub Totals:	13,000.00	2,050.00	8,855.00	4,145.00	0.00	4,145.00	31.88
	Revenue Sub Totals:	13,000.00	2,050.00	8,855.00	4,145.00	0.00	4,145.00	31.88
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	2,200.00	51.50	2,537.76	-337.76	0.00	-337.76	0.00
195-114-5300-114	Lampo Insurance and Bonds	2,718.00	0.00	0.00	2,718.00	0.00	2,718.00	100.00
195-114-5320-114	Lampo Facility Maintenance	7,500.00	924.55	1,663.73	5,836.27	0.00	5,836.27	77.82
195-114-5330-114	Lampo Equipment Mtce	1,050.00	4.35	12.49	1,037.51	0.00	1,037.51	98.81
195-114-5590-114	Lampo General Supplies	1,050.00	57.16	352.72	697.28	0.00	697.28	66.41
195-114-6300-114	Lampo Electricity	2,500.00	0.00	806.22	1,693.78	0.00	1,693.78	67.75
195-114-6310-114	Lampo Heating Fuels	4,593.00	423.94	1,922.83	2,670.17	0.00	2,670.17	58.14

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	21,611.00	1,461.50	7,295.75	14,315.25	0.00	14,315.25	66.24
	Expense Sub Totals:	21,611.00	1,461.50	7,295.75	14,315.25	0.00	14,315.25	66.24
	Dept 114 Sub Totals:	8,611.00	-588.50	-1,559.25	10,170.25	0.00		
Dept 195-195 R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	509,334.00	48,234.22	305,526.16	203,807.84	0.00	203,807.84	40.01
	R01 Sub Totals:	509,334.00	48,234.22	305,526.16	203,807.84	0.00	203,807.84	40.01
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	18,500.00	1,573.75	7,306.25	11,193.75	0.00	11,193.75	60.51
195-195-4520-195	Auditorium Sound Fees	3,000.00	416.25	2,206.25	793.75	0.00	793.75	26.46
195-195-4700-195	Interest Earned-Auditorium Fd	33,388.00	1,488.14	15,584.12	17,803.88	0.00	17,803.88	53.32
195-195-4820-195	Auditorium Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	54,888.00	3,478.14	25,096.62	29,791.38	0.00	29,791.38	54.28
	Revenue Sub Totals:	564,222.00	51,712.36	330,622.78	233,599.22	0.00	233,599.22	41.40
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	45,244.00	3,336.52	15,159.68	30,084.32	0.00	30,084.32	66.49
195-195-5020-195	Auditorium Overtime	6,000.00	248.42	2,055.34	3,944.66	0.00	3,944.66	65.74
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	4,074.00	269.96	1,310.21	2,763.79	0.00	2,763.79	67.84
195-195-5180-195	Auditorium Retirement	3,075.00	215.11	1,022.53	2,052.47	0.00	2,052.47	66.75
195-195-5190-195	Auditorium Health Insurance	8,965.00	759.57	3,564.88	5,400.12	0.00	5,400.12	60.24
195-195-5210-195	Auditorium Workers Comp.	2,333.00	0.00	0.00	2,333.00	0.00	2,333.00	100.00
	E10 Sub Totals:	71,691.00	4,829.58	23,112.64	48,578.36	0.00	48,578.36	67.76
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	12,110.00	0.00	6,090.53	6,019.47	0.00	6,019.47	49.71
195-195-5300-195	Auditorium Insurance & Bonds	22,782.00	0.00	0.00	22,782.00	0.00	22,782.00	100.00
195-195-5320-195	Auditorium Facility Maint.	24,520.00	954.79	11,649.57	12,870.43	0.00	12,870.43	52.49
195-195-5330-195	Auditorium Equipment Maint.	5,000.00	179.98	1,978.38	3,021.62	0.00	3,021.62	60.43
195-195-5590-195	Auditorium General Supplies	2,625.00	212.41	752.17	1,872.83	0.00	1,872.83	71.35
195-195-6300-195	Auditorium Electricity	38,000.00	0.00	7,602.45	30,397.55	0.00	30,397.55	79.99
195-195-6310-195	Auditorium Heating Fuels	13,000.00	1,664.64	6,370.98	6,629.02	0.00	6,629.02	50.99
195-195-6350-195	Auditorium Phones	2,718.00	226.55	1,132.75	1,585.25	0.00	1,585.25	58.32
	E20 Sub Totals:	120,755.00	3,238.37	35,576.83	85,178.17	0.00	85,178.17	70.54
	Expense Sub Totals:	192,446.00	8,067.95	58,689.47	133,756.53	0.00	133,756.53	69.50

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 195 Sub Totals:	-371,776.00	-43,644.41	-271,933.31	-99,842.69	0.00		
	Fund Revenue Sub Totals:	577,222.00	53,762.36	339,477.78	237,744.22	0.00	237,744.22	41.19
	Fund Expense Sub Totals:	512,775.00	10,424.08	302,697.85	210,077.15	0.00	210,077.15	40.97
	Fund 195 Sub Totals:	-64,447.00	-43,338.28	-36,779.93	-27,667.07	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	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 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	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							
212-212-5920-212	2012 A & B Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-212-5930-212	2012 Paying Agent 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							
212-212-5910-212	2012 B Principal	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 212 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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 212 Sub Totals:	0.00	0.00	0.00	0.00	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	TRANSFERS IN							
R90	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
213-200-0331-400								
	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		
Dept 213-213	REVENUE FROM USE OF ASSET							
R06	Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
213-213-4700-213								
	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							
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 213 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 213 Sub Totals:	0.00	0.00	0.00	0.00	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	REVENUE FROM USE OF ASSET							
R06	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-4700-214	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							
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	TRANSFERS IN							
R90	Transfer in from Other Funds	241,738.00	0.00	8,183.57	233,554.43	0.00	233,554.43	96.61
216-000-3376-000	R90 Sub Totals:	241,738.00	0.00	8,183.57	233,554.43	0.00	233,554.43	96.61
	Revenue Sub Totals:	241,738.00	0.00	8,183.57	233,554.43	0.00	233,554.43	96.61
	Dept 000 Sub Totals:	-241,738.00	0.00	-8,183.57	-233,554.43	0.00		
Dept 216-216	REVENUE FROM USE OF ASSET							
R06	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
216-216-4700-216	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	51,500.00	0.00	8,183.57	43,316.43	0.00	43,316.43	84.11
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	625.00	4,125.00	0.00	4,125.00	86.84
	E50 Sub Totals:	56,250.00	0.00	8,808.57	47,441.43	0.00	47,441.43	84.34
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:	246,250.00	0.00	8,808.57	237,441.43	0.00	237,441.43	96.42
	Dept 216 Sub Totals:	246,250.00	0.00	8,808.57	237,441.43	0.00		
	Fund Revenue Sub Totals:	241,738.00	0.00	8,183.57	233,554.43	0.00	233,554.43	96.61
	Fund Expense Sub Totals:	246,250.00	0.00	8,808.57	237,441.43	0.00	237,441.43	96.42
	Fund 216 Sub Totals:	4,512.00	0.00	625.00	3,887.00	0.00		
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	0.00	492,250.00	-492,250.00	0.00	-492,250.00	0.00
221-000-3321-000	Transfer in 2021 Series DS	507,002.00	0.00	0.00	507,002.00	0.00	507,002.00	100.00
	R90 Sub Totals:	507,002.00	0.00	492,250.00	14,752.00	0.00	14,752.00	2.91
	Revenue Sub Totals:	507,002.00	0.00	492,250.00	14,752.00	0.00	14,752.00	2.91
	Dept 000 Sub Totals:	-507,002.00	0.00	-492,250.00	-14,752.00	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	3.63	29.64	-29.64	0.00	-29.64	0.00
	R06 Sub Totals:	0.00	3.63	29.64	-29.64	0.00	-29.64	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	3.63	29.64	-29.64	0.00	-29.64	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	33,901.00	0.00	12,250.00	21,651.00	0.00	21,651.00	63.87
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	636.00	1,864.00	0.00	1,864.00	74.56
221-221-5950-221	2021 Series Cost of Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	36,401.00	0.00	12,886.00	23,515.00	0.00	23,515.00	64.60
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	470,000.00	0.00	480,000.00	-10,000.00	0.00	-10,000.00	0.00
	E55 Sub Totals:	470,000.00	0.00	480,000.00	-10,000.00	0.00	-10,000.00	0.00
	Expense Sub Totals:	506,401.00	0.00	492,886.00	13,515.00	0.00	13,515.00	2.67
	Dept 221 Sub Totals:	506,401.00	-3.63	492,856.36	13,544.64	0.00		
	Fund Revenue Sub Totals:	507,002.00	3.63	492,279.64	14,722.36	0.00	14,722.36	2.90
	Fund Expense Sub Totals:	506,401.00	0.00	492,886.00	13,515.00	0.00	13,515.00	2.67
	Fund 221 Sub Totals:	-601.00	-3.63	606.36	-1,207.36	0.00		
Fund 290	Employee Insurance							
Dept 290-000	Non-Departmental							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90 290-000-3390-000	TRANSFERS IN Transfer In	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 290-290 R06 290-290-4700-290	REVENUE FROM USE OF ASSET Interest Earned-Employee Ins.	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	R06 Sub Totals:	100.00	0.00	0.00	100.00	0.00	100.00	100.00
R10 290-290-4951-290	NON-OPERATING REVENUES 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	190,000.00	21,110.09	117,039.51	72,960.49	0.00	72,960.49	38.40
	R10 Sub Totals:	190,000.00	21,110.09	117,039.51	72,960.49	0.00	72,960.49	38.40
R90 290-290-4950-290	TRANSFERS IN City's Portion - Insur.	921,918.00	70,690.96	398,981.00	522,937.00	0.00	522,937.00	56.72
	R90 Sub Totals:	921,918.00	70,690.96	398,981.00	522,937.00	0.00	522,937.00	56.72
	Revenue Sub Totals:	1,112,018.00	91,801.05	516,020.51	595,997.49	0.00	595,997.49	53.60
E25 290-290-6140-290	NON-OPERATING EXPENSE Health Insurance Fees Employee	921,918.00	66,882.07	395,105.88	526,812.12	0.00	526,812.12	57.14
290-290-6150-290	Health Insurance Fees Dependnt	150,000.00	10,771.59	64,475.49	85,524.51	0.00	85,524.51	57.02
	E25 Sub Totals:	1,071,918.00	77,653.66	459,581.37	612,336.63	0.00	612,336.63	57.13
	Expense Sub Totals:	1,071,918.00	77,653.66	459,581.37	612,336.63	0.00	612,336.63	57.13
	Dept 290 Sub Totals:	-40,100.00	-14,147.39	-56,439.14	16,339.14	0.00		
Dept 290-291 E25 290-291-6120-290	NON-OPERATING EXPENSE Dental Insurance -Employee	27,000.00	2,461.14	14,667.40	12,332.60	0.00	12,332.60	45.68
290-291-6130-290	Dental Insurance Dependent	13,000.00	1,054.46	6,033.36	6,966.64	0.00	6,966.64	53.59
290-291-6130-291	Life Insurance Employee	0.00	546.00	3,129.65	-3,129.65	0.00	-3,129.65	0.00
290-291-6130-292	Life Insurance Dependent	0.00	3,803.87	20,737.39	-20,737.39	0.00	-20,737.39	0.00
290-291-6135-290	Vision Insurance	0.00	539.23	3,127.39	-3,127.39	0.00	-3,127.39	0.00
	E25 Sub Totals:	40,000.00	8,404.70	47,695.19	-7,695.19	0.00	-7,695.19	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	40,000.00	8,404.70	47,695.19	-7,695.19	0.00	-7,695.19	0.00
	Dept 291 Sub Totals:	40,000.00	8,404.70	47,695.19	-7,695.19	0.00		
	Fund Revenue Sub Totals:	1,112,018.00	91,801.05	516,020.51	595,997.49	0.00	595,997.49	53.60
	Fund Expense Sub Totals:	1,111,918.00	86,058.36	507,276.56	604,641.44	0.00	604,641.44	54.38
	Fund 290 Sub Totals:	-100.00	-5,742.69	-8,743.95	8,643.95	0.00		
Fund 300	Capital Improvement Sales Tax							
Dept 300-000	Non-Departmental							
R90	TRANSFERS IN							
300-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	6,500.00	6,064.00	6,064.00	436.00	0.00	436.00	6.71
300-000-3385-112	Transfer fm General Admin	470,000.00	328,540.00	396,990.00	73,010.00	0.00	73,010.00	15.53
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	65,261.00	0.00	55,174.00	10,087.00	0.00	10,087.00	15.46
300-000-3385-120	Transfer fm Police Dept	8,000.00	1,622.00	99,359.00	-91,359.00	0.00	-91,359.00	0.00
300-000-3385-130	Transfer fm Fire Department	484,985.00	33,140.00	33,140.00	451,845.00	0.00	451,845.00	93.17
300-000-3385-160	Transfer fm Airport	855,628.00	13,113.56	120,695.83	734,932.17	0.00	734,932.17	85.89
300-000-3385-170	Transfer fm Drainage	7,703,160.00	-1,012,415.61	47,332.44	7,655,827.56	0.00	7,655,827.56	99.39
300-000-3385-175	Transfer fm Senior Center	25,000.00	0.00	1,834.65	23,165.35	0.00	23,165.35	92.66
300-000-3385-180	Transfer fm Parks & Rec	1,032,409.00	6,600.00	137,386.61	895,022.39	0.00	895,022.39	86.69
300-000-3385-195	Transfer fm Auditorium	85,000.00	894.63	39,812.63	45,187.37	0.00	45,187.37	53.16
300-000-3385-204	Transfer fm Cemetery	39,000.00	3,497.67	4,697.67	34,302.33	0.00	34,302.33	87.95
300-000-3385-450	Transfer fm Golf Course	300,000.00	0.00	48,673.00	251,327.00	0.00	251,327.00	83.78
300-000-3385-800	Transfer fm Streets Dept	229,500.00	0.00	0.00	229,500.00	0.00	229,500.00	100.00
	R90 Sub Totals:	11,304,443.00	-618,943.75	991,159.83	10,313,283.17	0.00	10,313,283.17	91.23
	Revenue Sub Totals:	11,304,443.00	-618,943.75	991,159.83	10,313,283.17	0.00	10,313,283.17	91.23
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	441,738.00	36,811.50	220,869.00	220,869.00	0.00	220,869.00	50.00
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:	441,738.00	36,811.50	220,869.00	220,869.00	0.00	220,869.00	50.00
	Expense Sub Totals:	441,738.00	36,811.50	220,869.00	220,869.00	0.00	220,869.00	50.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	-10,862,705.00	655,755.25	-770,290.83	-10,092,414.17	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	336,204.00	32,156.15	203,683.98	132,520.02	0.00	132,520.02	39.42
	R01 Sub Totals:	336,204.00	32,156.15	203,683.98	132,520.02	0.00	132,520.02	39.42
R03	INTER-GOVERNMENTAL							
300-300-4285-300	Grant Revenue	0.00	2,551,846.43	2,551,846.43	-2,551,846.43	0.00	-2,551,846.43	0.00
	R03 Sub Totals:	0.00	2,551,846.43	2,551,846.43	-2,551,846.43	0.00	-2,551,846.43	0.00
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	13,969.00	1,955.92	6,078.14	7,890.86	0.00	7,890.86	56.49
	R06 Sub Totals:	13,969.00	1,955.92	6,078.14	7,890.86	0.00	7,890.86	56.49
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:	350,173.00	2,585,958.50	2,761,608.55	-2,411,435.55	0.00	-2,411,435.55	0.00
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	6,500.00	6,064.00	6,064.00	436.00	0.00	436.00	6.71
300-300-5790-112	Capital Impr./Purchase GenAdm	470,000.00	328,540.00	396,990.00	73,010.00	56,460.00	16,550.00	3.52
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	484,985.00	33,140.00	33,140.00	451,845.00	0.00	451,845.00	93.17
300-300-5790-175	Capital Impr/Purch Senior Cent	25,000.00	0.00	1,834.65	23,165.35	23,140.00	25.35	0.10
300-300-5790-195	Capital Impr/Purch Auditorium	85,000.00	894.63	39,812.63	45,187.37	18,363.38	26,823.99	31.56
300-300-5790-204	Capital Impr/Purch IOOF	39,000.00	3,497.67	4,697.67	34,302.33	0.00	34,302.33	87.95
300-300-5790-300	Capital Improvement/Purchases	0.00	0.00	0.00	0.00	11,390.00	-11,390.00	0.00
300-300-5790-430	Capital Impr/Purch Golf Course	300,000.00	0.00	48,673.00	251,327.00	237,396.85	13,930.15	4.64
300-300-5790-750	Capital Impr/Purch Parks & Rec	1,032,409.00	6,600.00	137,386.61	895,022.39	9,902.00	885,120.39	85.73
300-300-5790-800	Capital Impr/Purch Street Dept	229,500.00	0.00	0.00	229,500.00	0.00	229,500.00	100.00
300-300-5790-990	Capital Impr/Purch Drainage	7,703,160.00	123,562.65	1,183,310.70	6,519,849.30	3,651,946.21	2,867,903.09	37.23
	E30 Sub Totals:	10,375,554.00	502,298.95	1,851,909.26	8,523,644.74	4,008,598.44	4,515,046.30	43.52
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	65,261.00	0.00	55,174.00	10,087.00	0.00	10,087.00	15.46
300-300-5790-120	Capital Impr/Purch Police Dept	80,000.00	1,622.00	99,359.00	-19,359.00	0.00	-19,359.00	0.00
300-300-5790-160	Capital Impr/Purch Airport	855,628.00	13,113.56	120,695.83	734,932.17	690,327.56	44,604.61	5.21
	E90 Sub Totals:	1,000,889.00	14,735.56	275,228.83	725,660.17	690,327.56	35,332.61	3.53

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	11,376,443.00	517,034.51	2,127,138.09	9,249,304.91	4,698,926.00	4,550,378.91	40.00
	Dept 300 Sub Totals:	11,026,270.00	-2,068,923.99	-634,470.46	11,660,740.46	4,698,926.00		
	Fund Revenue Sub Totals:	11,654,616.00	1,967,014.75	3,752,768.38	7,901,847.62	0.00	7,901,847.62	67.80
	Fund Expense Sub Totals:	11,818,181.00	553,846.01	2,348,007.09	9,470,173.91	4,698,926.00	4,771,247.91	40.37
	Fund 300 Sub Totals:	163,565.00	-1,413,168.74	-1,404,761.29	1,568,326.29	4,698,926.00		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							
E90	TRANSFERS OUT							
310-000-3210-000	Tran to General Adm 3% Adm Cst	2,860.00	239.00	1,434.00	1,426.00	0.00	1,426.00	49.86
310-000-3211-000	Transfer to Gen. PR Coord	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-000-3255-000	Transfer to -Celebrate	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	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:	25,360.00	239.00	1,434.00	23,926.00	0.00	23,926.00	94.35
	Expense Sub Totals:	25,360.00	239.00	1,434.00	23,926.00	0.00	23,926.00	94.35
	Dept 000 Sub Totals:	25,360.00	239.00	1,434.00	23,926.00	0.00		
Dept 310-310	TAXES							
R01	Motel Tax Revenue	95,317.00	11,289.40	47,865.58	47,451.42	0.00	47,451.42	49.78
310-310-4040-330	R01 Sub Totals:	95,317.00	11,289.40	47,865.58	47,451.42	0.00	47,451.42	49.78
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	8,992.00	421.64	4,466.20	4,525.80	0.00	4,525.80	50.33
	R06 Sub Totals:	8,992.00	421.64	4,466.20	4,525.80	0.00	4,525.80	50.33
	Revenue Sub Totals:	104,309.00	11,711.04	52,331.78	51,977.22	0.00	51,977.22	49.83
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	68,200.00	0.00	29,994.30	38,205.70	19,950.00	18,255.70	26.77
310-310-6300-310	Hotel Motel Electricity	600.00	0.00	390.25	209.75	0.00	209.75	34.96
310-310-6520-330	Easter Event	320.00	0.00	0.00	320.00	0.00	320.00	100.00
	E20 Sub Totals:	69,120.00	0.00	30,384.55	38,735.45	19,950.00	18,785.45	27.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	69,120.00	0.00	30,384.55	38,735.45	19,950.00	18,785.45	27.18
	Dept 310 Sub Totals:	-35,189.00	-11,711.04	-21,947.23	-13,241.77	19,950.00		
	Fund Revenue Sub Totals:	104,309.00	11,711.04	52,331.78	51,977.22	0.00	51,977.22	49.83
	Fund Expense Sub Totals:	94,480.00	239.00	31,818.55	62,661.45	19,950.00	42,711.45	45.21
	Fund 310 Sub Totals:	-9,829.00	-11,472.04	-20,513.23	10,684.23	19,950.00		
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	TAXES							
R01	Real Est. Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4900-360	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

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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 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	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
450-000-3341-000		Transfer fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-000-3342-000		Transfer fm Capital Imp	441,738.00	36,811.50	220,869.00	220,869.00	0.00	220,869.00	50.00
R90 Sub Totals:			541,738.00	36,811.50	220,869.00	320,869.00	0.00	320,869.00	59.23
Revenue Sub Totals:			541,738.00	36,811.50	220,869.00	320,869.00	0.00	320,869.00	59.23
E90		TRANSFERS OUT							
450-000-3276-000		Transfer to 2016 DS	241,738.00	0.00	8,183.57	233,554.43	0.00	233,554.43	96.61
450-000-3285-000		Trns to Capital Improvement	300,000.00	0.00	48,673.00	251,327.00	0.00	251,327.00	83.78
E90 Sub Totals:			541,738.00	0.00	56,856.57	484,881.43	0.00	484,881.43	89.50
Expense Sub Totals:			541,738.00	0.00	56,856.57	484,881.43	0.00	484,881.43	89.50
Dept 000 Sub Totals:			0.00	-36,811.50	-164,012.43	164,012.43	0.00		
Dept 450-150									
R04		CHARGES FOR SERVICES							
450-150-4350-430		Golf Course Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4352-430		City Tournament Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4370-430		Passes for Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4993-430		Advertising Revenue	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
R06		REVENUE FROM USE OF ASSET							
450-150-4360-430		Golf Cart Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4390-430		Driving Range Revenue	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
450-150-4500-430	Community Room Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4700-430	Interest Earned-Golf Course	0.00	1,032.21	6,164.52	-6,164.52	0.00	-6,164.52	0.00
450-150-4760-430	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4820-430	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	1,032.21	6,164.52	-6,164.52	0.00	-6,164.52	0.00
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	575,000.00	28,021.30	182,665.71	392,334.29	0.00	392,334.29	68.23
	R07 Sub Totals:	575,000.00	28,021.30	182,665.71	392,334.29	0.00	392,334.29	68.23
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4420-430	Golf Concessions Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R08 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	575,000.00	29,053.51	188,830.23	386,169.77	0.00	386,169.77	67.16
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5020-430	Golf Course Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5030-430	Golf Course Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5070-430	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5170-430	Golf Course Social Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5180-430	Golf Course Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5190-430	Golf Course Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5210-430	Golf Course Workers Comp.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5360-430	Golf Course Member/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5380-430	Uniforms	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							
450-150-5260-430	Golf Course Prof. Services	554,391.00	168.44	1,928.08	552,462.92	0.00	552,462.92	99.65
450-150-5265-430	Golf Mngmt Contracted Services	45,000.00	90,647.42	214,209.50	-169,209.50	0.00	-169,209.50	0.00
450-150-5270-430	Golf Course Credit Card Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5300-430	Golf Insurance & Bonds	16,028.00	0.00	0.00	16,028.00	0.00	16,028.00	100.00
450-150-5310-430	Golf Course Concession Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5314-430	Golf Course Accessories	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5320-430	Golf Facility Maintenance	0.00	0.00	1,429.75	-1,429.75	0.00	-1,429.75	0.00
450-150-5325-430	Grounds Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5330-430	Golf Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5335-430	Golf Cart Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5350-430	Driving Range Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5530-430	Golf Course Fuels/Lubricants	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5540-430	Golf Course Chemicals	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
450-150-5590-430	Golf Course General Supplies	0.00	0.00	34.79	-34.79	0.00	-34.79	0.00
450-150-5610-430	City Tournament Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5700-430	Golf Course Computer/Software	270.00	0.00	325.67	-55.67	0.00	-55.67	0.00
450-150-6300-430	Golf Course Electricity	0.00	0.00	7,469.12	-7,469.12	0.00	-7,469.12	0.00
450-150-6350-430	Golf Course Phones	0.00	254.26	1,299.00	-1,299.00	0.00	-1,299.00	0.00
	E20 Sub Totals:	615,689.00	91,070.12	226,695.91	388,993.09	0.00	388,993.09	63.18
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease Payments	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:	615,689.00	91,070.12	226,695.91	388,993.09	0.00	388,993.09	63.18
	Dept 150 Sub Totals:	40,689.00	62,016.61	37,865.68	2,823.32	0.00		
	Fund Revenue Sub Totals:	1,116,738.00	65,865.01	409,699.23	707,038.77	0.00	707,038.77	63.31
	Fund Expense Sub Totals:	1,157,427.00	91,070.12	283,552.48	873,874.52	0.00	873,874.52	75.50
	Fund 450 Sub Totals:	40,689.00	25,205.11	-126,146.75	166,835.75	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							
500-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3306-000	Transfer fm ARPA	222,635.00	0.00	25,000.00	197,635.00	0.00	197,635.00	88.77
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	1,179,198.00	98,266.50	578,794.50	600,403.50	0.00	600,403.50	50.92
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	1,538,031.00	128,169.25	667,705.50	870,325.50	0.00	870,325.50	56.59
500-000-3362-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	75,000.00	75,000.00	0.00	75,000.00	50.00
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	124,998.00	125,002.00	0.00	125,002.00	50.00
	R90 Sub Totals:	3,339,864.00	259,768.75	1,471,498.00	1,868,366.00	0.00	1,868,366.00	55.94
	Revenue Sub Totals:	3,339,864.00	259,768.75	1,471,498.00	1,868,366.00	0.00	1,868,366.00	55.94
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	1,179,198.00	98,266.50	578,794.50	600,403.50	0.00	600,403.50	50.92
500-000-3261-000	Transfer to WW Rplcmt Reserve	1,538,031.00	128,169.25	667,705.50	870,325.50	0.00	870,325.50	56.59
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	75,000.00	75,000.00	0.00	75,000.00	50.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	124,998.00	125,002.00	0.00	125,002.00	50.00
500-000-3292-000	Transfer to other funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	3,117,229.00	259,768.75	1,446,498.00	1,670,731.00	0.00	1,670,731.00	53.60
	Expense Sub Totals:	3,117,229.00	259,768.75	1,446,498.00	1,670,731.00	0.00	1,670,731.00	53.60
	Dept 000 Sub Totals:	-222,635.00	0.00	-25,000.00	-197,635.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-212-5930-212	Admin. Fee 2012 A	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:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-500	DEPRECIATION EXPENSE							
E02	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-500-5990-500								
	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	INTER-GOVERNMENTAL							
R03	CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-4201-510								
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-510-3510-510	Penalties/Utility Bills	107,000.00	10,078.17	71,687.72	35,312.28	0.00	35,312.28	33.00
500-510-3530-510	Residential Trash Billing	606,240.00	58,075.84	349,597.09	256,642.91	0.00	256,642.91	42.33
500-510-3540-510	Service Application Fee	8,300.00	630.00	3,475.50	4,824.50	0.00	4,824.50	58.13
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	3,881,659.00	249,402.88	1,606,284.03	2,275,374.97	0.00	2,275,374.97	58.62
500-510-4792-510	Online Surcharge Fees	11,000.00	320.92	3,351.37	7,648.63	0.00	7,648.63	69.53
	R04 Sub Totals:	4,614,199.00	318,507.81	2,034,395.71	2,579,803.29	0.00	2,579,803.29	55.91
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	5,309.18	31,057.97	19,722.03	0.00	19,722.03	38.84

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-510-4700-510	Interest Earned-Water/WW	184,475.00	22,582.38	126,028.18	58,446.82	0.00	58,446.82	31.68
500-510-4760-510	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	235,255.00	27,891.56	157,086.15	78,168.85	0.00	78,168.85	33.23
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	308.66	2,120.97	-2,120.97	0.00	-2,120.97	0.00
	R07 Sub Totals:	0.00	308.66	2,120.97	-2,120.97	0.00	-2,120.97	0.00
	Revenue Sub Totals:	4,849,454.00	346,708.03	2,193,602.83	2,655,851.17	0.00	2,655,851.17	54.77
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	321,965.00	23,911.09	146,127.30	175,837.70	0.00	175,837.70	54.61
500-510-5020-510	Water Admin Overtime	3,000.00	12.95	1,151.38	1,848.62	0.00	1,848.62	61.62
500-510-5170-510	Water Admin Social Security	24,631.00	1,730.23	10,726.56	13,904.44	0.00	13,904.44	56.45
500-510-5180-510	Water Admin Retirement	19,318.00	1,113.30	8,302.71	11,015.29	0.00	11,015.29	57.02
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	50,666.00	4,304.52	23,062.77	27,603.23	0.00	27,603.23	54.48
500-510-5210-510	Water Admin Workers Comp.	14,103.00	0.00	0.00	14,103.00	0.00	14,103.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	8,484.00	390.00	1,187.10	7,296.90	0.00	7,296.90	86.01
	E10 Sub Totals:	442,167.00	31,462.09	190,557.82	251,609.18	0.00	251,609.18	56.90
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	103,062.00	761.10	59,459.49	43,602.51	0.00	43,602.51	42.31
500-510-5270-510	Water Admin Credit Card Fees	41,000.00	199.62	24,159.49	16,840.51	0.00	16,840.51	41.07
500-510-5273-510	Collection Agency Charges	2,000.00	72.87	190.58	1,809.42	0.00	1,809.42	90.47
500-510-5300-510	Water Admin Insurance & Bonds	600.00	0.00	150.00	450.00	0.00	450.00	75.00
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	64,952.00	1,023.30	20,401.09	44,550.91	0.00	44,550.91	68.59
500-510-5700-510	Water Admin Comp., Software	3,427.00	200.00	473.48	2,953.52	0.00	2,953.52	86.18
500-510-6260-510	Trash Service Paid	575,928.00	55,061.27	274,732.16	301,195.84	0.00	301,195.84	52.30
500-510-6350-510	Water Admin Phones	5,435.00	452.61	2,263.05	3,171.95	0.00	3,171.95	58.36
	E20 Sub Totals:	797,404.00	57,770.77	381,829.34	415,574.66	0.00	415,574.66	52.12
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E30 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	Expense Sub Totals:	1,244,571.00	89,232.86	572,387.16	672,183.84	0.00	672,183.84	54.01
	Dept 510 Sub Totals:	-3,604,883.00	-257,475.17	-1,621,215.67	-1,983,667.33	0.00		
Dept 500-530								
R03	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-4200-530	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
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	130,000.00	11,593.48	68,736.72	61,263.28	0.00	61,263.28	47.13
500-530-3610-531	Water Taps	58,000.00	17,060.95	35,650.33	22,349.67	0.00	22,349.67	38.53
	R04 Sub Totals:	188,000.00	28,654.43	104,387.05	83,612.95	0.00	83,612.95	44.47
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
500-530-4820-530	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							
500-530-4800-530	D&M Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	188,000.00	28,654.43	104,387.05	83,612.95	0.00	83,612.95	44.47
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	383,317.00	27,999.13	168,500.35	214,816.65	0.00	214,816.65	56.04
500-530-5010-531	Meter Read/Mtnce. Salaries	126,013.00	9,623.95	60,252.34	65,760.66	0.00	65,760.66	52.19
500-530-5020-530	Water Distribution Overtime	27,000.00	2,141.89	15,698.85	11,301.15	0.00	11,301.15	41.86
500-530-5020-531	Meter Reading Overtime	8,000.00	217.98	4,293.44	3,706.56	0.00	3,706.56	46.33
500-530-5030-531	Meter Program Part Time	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-530-5070-530	Availability Allowance	1,800.00	90.00	660.00	1,140.00	0.00	1,140.00	63.33
500-530-5070-531	Availability Allowance	1,080.00	120.00	570.00	510.00	0.00	510.00	47.22
500-530-5170-530	Water Distribution Soc'l Sec.	31,160.00	2,232.01	13,976.18	17,183.82	0.00	17,183.82	55.15
500-530-5170-531	Meter Program Social Security	11,247.00	755.87	4,944.21	6,302.79	0.00	6,302.79	56.04
500-530-5180-530	Water Distribution Retirement	24,440.00	1,332.79	9,107.41	15,332.59	0.00	15,332.59	62.74
500-530-5180-531	Meter Program Retirement	7,921.00	597.70	3,910.17	4,010.83	0.00	4,010.83	50.64
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.	70,153.00	5,872.50	31,229.80	38,923.20	0.00	38,923.20	55.48
500-530-5190-531	Meter Prog Health Insurance	23,385.00	2,023.90	11,780.64	11,604.36	0.00	11,604.36	49.62
500-530-5210-530	Water Distribution Work Comp	17,841.00	0.00	0.00	17,841.00	0.00	17,841.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,440.00	0.00	0.00	6,440.00	0.00	6,440.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	7,000.00	255.00	2,906.71	4,093.29	0.00	4,093.29	58.48
500-530-5380-530	Water Distribution Uniforms	5,895.00	0.00	3,702.31	2,192.69	0.00	2,192.69	37.20

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5380-531	Meter Program Uniforms	1,875.00	0.00	1,196.09	678.91	0.00	678.91	36.21
	E10 Sub Totals:	809,567.00	53,262.72	332,728.50	476,838.50	0.00	476,838.50	58.90
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	35,120.00	1,326.00	10,197.54	24,922.46	0.00	24,922.46	70.96
500-530-5300-530	Water Distribution Ins & Bonds	16,131.00	0.00	0.00	16,131.00	0.00	16,131.00	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	108,000.00	75.00	49,738.34	58,261.66	29,393.00	28,868.66	26.73
500-530-5330-530	Water Distribution Equip Maint	43,260.00	3,518.77	11,162.79	32,097.21	0.00	32,097.21	74.20
500-530-5330-531	Meter Program Equipment Maint.	15,000.00	0.00	305.17	14,694.83	0.00	14,694.83	97.97
500-530-5530-530	Water Distribution Fuels	36,750.00	2,504.22	11,766.42	24,983.58	0.00	24,983.58	67.98
500-530-5530-531	Meter Program Fuels/Lubricants	7,350.00	407.26	2,576.70	4,773.30	0.00	4,773.30	64.94
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	227.70	998.70	3,201.30	0.00	3,201.30	76.22
500-530-5590-531	Meter Program General Supplies	1,575.00	201.93	1,233.17	341.83	0.00	341.83	21.70
500-530-5620-530	Water Distribution Line Repair	110,000.00	9,377.50	54,963.35	55,036.65	1,192.56	53,844.09	48.95
500-530-5650-531	Meter Program Meter Sets	75,715.00	0.00	37,218.40	38,496.60	4,286.88	34,209.72	45.18
500-530-5700-530	Water Distrib. Comp., Software	2,922.00	0.00	0.00	2,922.00	0.00	2,922.00	100.00
500-530-5700-531	Meter Reading Comp/Software	2,259.00	0.00	0.00	2,259.00	0.00	2,259.00	100.00
500-530-6300-530	Water Distribution Electricity	6,300.00	0.00	1,266.34	5,033.66	0.00	5,033.66	79.90
500-530-6310-530	Water Distrib. Heating Fuels	2,100.00	490.23	1,537.59	562.41	0.00	562.41	26.78
500-530-6350-530	Water Dist Telephones	5,900.00	488.30	2,702.79	3,197.21	0.00	3,197.21	54.19
500-530-6390-530	Water Distribution Minor Equip	6,300.00	4,143.24	6,040.11	259.89	1,602.67	-1,342.78	0.00
	E20 Sub Totals:	478,882.00	22,760.15	191,707.41	287,174.59	36,475.11	250,699.48	52.35
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	85,000.00	0.00	78,122.50	6,877.50	0.00	6,877.50	8.09
500-530-5790-530	Water Dist Capital Purchases	1,290,324.00	0.00	15,299.56	1,275,024.44	883.42	1,274,141.02	98.75
500-530-5790-531	Meter Program Capital Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-6380-530	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	1,375,324.00	0.00	93,422.06	1,281,901.94	883.42	1,281,018.52	93.14
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:	2,883,773.00	76,022.87	617,857.97	2,265,915.03	37,358.53	2,228,556.50	77.28
	Dept 530 Sub Totals:	2,695,773.00	47,368.44	513,470.92	2,182,302.08	37,358.53		
Dept 500-610 R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-4205-610	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	82,000.00	2,158.00	44,566.82	37,433.18	0.00	37,433.18	45.65
500-610-3590-610	Billings to Customers WW	3,589,021.00	208,471.33	1,351,945.58	2,237,075.42	0.00	2,237,075.42	62.33
500-610-3610-610	Sewer Saddle Charges	3,000.00	400.00	1,200.00	1,800.00	0.00	1,800.00	60.00
	R04 Sub Totals:	3,674,021.00	211,029.33	1,397,712.40	2,276,308.60	0.00	2,276,308.60	61.96
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
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	17,500.00	0.00	17,500.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	17,500.00	0.00	17,500.00	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:	3,823,521.00	211,029.33	1,415,212.40	2,408,308.60	0.00	2,408,308.60	62.99
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	4,850.04	4,849.96	0.00	4,849.96	50.00
500-610-5260-520	Water Plant Prof. Services	17,150.00	0.00	1,811.12	15,338.88	0.00	15,338.88	89.44
500-610-5260-610	Wastewater Prof. Services	33,766.00	1,070.41	17,529.40	16,236.60	378.30	15,858.30	46.97
500-610-5300-520	Water Plant Insurance & Bonds	76,262.00	0.00	0.00	76,262.00	0.00	76,262.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	68,831.00	0.00	0.00	68,831.00	0.00	68,831.00	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.	15,000.00	0.00	0.00	15,000.00	9,750.00	5,250.00	35.00
500-610-5330-520	Water Plant Equipment Maint.	10,000.00	0.00	3,793.30	6,206.70	0.00	6,206.70	62.07
500-610-5330-610	Wastewater Equipment Maint.	70,000.00	51.99	1,734.35	68,265.65	2,355.88	65,909.77	94.16
500-610-5530-520	Water Plant Fuels/Lubricants	1,300.00	96.32	422.05	877.95	0.00	877.95	67.53
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	1,145.46	6,269.06	17,082.94	0.00	17,082.94	73.15

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	525.00	40.02	66.24	458.76	0.00	458.76	87.38
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	735.00	2,265.00	0.00	2,265.00	75.50
500-610-5700-520	Filtration Comp., Software	210.00	0.00	0.00	210.00	0.00	210.00	100.00
500-610-5700-610	Wastewater Comp., Software	506.00	0.00	0.00	506.00	0.00	506.00	100.00
500-610-5800-520	Alliance Contract	301,085.00	22,931.21	150,234.02	150,850.98	0.00	150,850.98	50.10
500-610-5800-610	Alliance Contract	945,327.00	76,769.71	502,957.42	442,369.58	0.00	442,369.58	46.80
500-610-6300-520	Filtration Electricity	346,000.00	0.00	119,774.32	226,225.68	0.00	226,225.68	65.38
500-610-6300-610	Wastewater Electricity	259,109.00	136.82	79,341.26	179,767.74	0.00	179,767.74	69.38
500-610-6310-520	Filtration Heating Fuels	9,900.00	1,541.18	5,329.85	4,570.15	0.00	4,570.15	46.16
500-610-6310-610	Wastewater Heating Fuels	7,350.00	0.00	3,027.18	4,322.82	0.00	4,322.82	58.81
500-610-6350-520	Filtration Phones	8,750.00	560.56	3,137.84	5,612.16	0.00	5,612.16	64.14
500-610-6350-610	Wastewater Phones	5,788.00	480.35	2,429.45	3,358.55	0.00	3,358.55	58.03
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,228,111.00	105,632.37	903,441.90	1,324,669.10	12,484.18	1,312,184.92	58.89
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	90,000.00	0.00	87,629.00	2,371.00	0.00	2,371.00	2.63
500-610-5790-520	Filtration Capital- Other	324,000.00	0.00	9,840.00	314,160.00	5,997.00	308,163.00	95.11
500-610-5790-610	WW Capital Equipment	259,000.00	74,285.33	74,285.33	184,714.67	0.00	184,714.67	71.32
500-610-5810-619	WW Line Capital Improvemnt	1,599,078.00	0.00	45,540.50	1,553,537.50	124,355.94	1,429,181.56	89.38
	E30 Sub Totals:	2,272,078.00	74,285.33	217,294.83	2,054,783.17	130,352.94	1,924,430.23	84.70
	Expense Sub Totals:	5,100,189.00	179,917.70	1,120,736.73	3,979,452.27	142,837.12	3,836,615.15	75.22
	Dept 610 Sub Totals:	1,276,668.00	-31,111.63	-294,475.67	1,571,143.67	142,837.12		
Dept 500-640								
R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	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
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	27,720.00	0.00	12,361.24	15,358.76	0.00	15,358.76	55.41
500-640-5920-648	2011 Water Imprmn Interest Exp.	66,977.00	0.00	30,712.96	36,264.04	0.00	36,264.04	54.14
500-640-5930-645	Other Debt Charges	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
500-640-5930-646	Paying Agent Fee - 2009B	9,179.00	0.00	5,327.13	3,851.87	0.00	3,851.87	41.96
500-640-5930-648	2011 Water Impr. Adm Fees	22,178.00	0.00	12,021.79	10,156.21	0.00	10,156.21	45.79
	E50 Sub Totals:	126,054.00	0.00	60,423.12	65,630.88	0.00	65,630.88	52.07
	Expense Sub Totals:	126,054.00	0.00	60,423.12	65,630.88	0.00	65,630.88	52.07
	Dept 640 Sub Totals:	126,054.00	0.00	60,423.12	65,630.88	0.00		
	Fund Revenue Sub Totals:	12,200,839.00	846,160.54	5,184,700.28	7,016,138.72	0.00	7,016,138.72	57.51
	Fund Expense Sub Totals:	12,471,816.00	604,942.18	3,817,902.98	8,653,913.02	180,195.65	8,473,717.37	67.94
	Fund 500 Sub Totals:	270,977.00	-241,218.36	-1,366,797.30	1,637,774.30	180,195.65		
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

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
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		
CDBG Public Service Pass Through									
Non-Departmental									
INTER-GOVERNMENTAL									
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		
INTER-GOVERNMENTAL									
CDBG Grant			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 610 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		
Abbott Brothers Trust									
Non-Departmental									
TRANSFERS OUT									
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

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 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	2,700.00	0.00	1,594.33	1,105.67	0.00	1,105.67	40.95
700-700-4700-700	Int. Earned-Abbott Brothers Fd	1,449.00	41.79	622.58	826.42	0.00	826.42	57.03
	R06 Sub Totals:	4,149.00	41.79	2,216.91	1,932.09	0.00	1,932.09	46.57
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:	4,149.00	41.79	2,216.91	1,932.09	0.00	1,932.09	46.57
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	653.00	0.00	0.00	653.00	0.00	653.00	100.00
700-700-5440-700	Real Estate Taxes	158.00	0.00	155.00	3.00	0.00	3.00	1.90
	E20 Sub Totals:	811.00	0.00	155.00	656.00	0.00	656.00	80.89
	Expense Sub Totals:	811.00	0.00	155.00	656.00	0.00	656.00	80.89
	Dept 700 Sub Totals:	-3,338.00	-41.79	-2,061.91	-1,276.09	0.00		
	Fund Revenue Sub Totals:	4,149.00	41.79	2,216.91	1,932.09	0.00	1,932.09	46.57
	Fund Expense Sub Totals:	811.00	0.00	155.00	656.00	0.00	656.00	80.89
	Fund 700 Sub Totals:	-3,338.00	-41.79	-2,061.91	-1,276.09	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	113.00	2.66	44.19	68.81	0.00	68.81	60.89
	R06 Sub Totals:	113.00	2.66	44.19	68.81	0.00	68.81	60.89
	Revenue Sub Totals:	113.00	2.66	44.19	68.81	0.00	68.81	60.89
	Dept 710 Sub Totals:	-113.00	-2.66	-44.19	-68.81	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	113.00	2.66	44.19	68.81	0.00	68.81	60.89
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-113.00	-2.66	-44.19	-68.81	0.00		
Fund 800	Street Department Sales Tax							
Dept 800-000	Non-Departmental							
R90	TRANSFERS IN							
800-000-3306-000	Transfer from General	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
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	2,830.02	2,829.98	0.00	2,829.98	50.00
800-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3285-000	Trns to Capital Improvement	229,500.00	3,849.50	15,849.50	213,650.50	0.00	213,650.50	93.09
	E90 Sub Totals:	235,160.00	4,321.17	18,679.52	216,480.48	0.00	216,480.48	92.06
	Expense Sub Totals:	235,160.00	4,321.17	18,679.52	216,480.48	0.00	216,480.48	92.06
	Dept 000 Sub Totals:	235,160.00	4,321.17	18,679.52	216,480.48	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	1,018,758.00	96,468.16	611,172.53	407,585.47	0.00	407,585.47	40.01
800-800-4090-800	Vehicle Sales Tax	87,550.00	9,800.89	65,935.45	21,614.55	0.00	21,614.55	24.69
800-800-4130-800	Sanitation Enforcement	15,800.00	0.00	6,834.74	8,965.26	0.00	8,965.26	56.74
800-800-4280-800	Gasoline Tax	321,331.00	39,363.65	257,409.61	63,921.39	0.00	63,921.39	19.89
	R01 Sub Totals:	1,443,439.00	145,632.70	941,352.33	502,086.67	0.00	502,086.67	34.78
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	55,085.00	3,053.93	26,745.86	28,339.14	0.00	28,339.14	51.45
	R02 Sub Totals:	55,085.00	3,053.93	26,745.86	28,339.14	0.00	28,339.14	51.45
R03	INTER-GOVERNMENTAL							
800-800-4850-800	TDD Road Mtce Contract	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							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-4700-800	Interest Earned-Street Fund	70,321.00	4,127.58	31,369.31	38,951.69	0.00	38,951.69	55.39
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:	70,321.00	4,127.58	31,369.31	38,951.69	0.00	38,951.69	55.39
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:	1,568,845.00	152,814.21	999,467.50	569,377.50	0.00	569,377.50	36.29
E10	PERSONNEL							
800-800-5010-800	Street Salaries	415,718.00	32,064.32	189,195.83	226,522.17	0.00	226,522.17	54.49
800-800-5020-800	Street Overtime	18,000.00	1,339.50	8,662.86	9,337.14	0.00	9,337.14	51.87
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	120.00	720.00	720.00	0.00	720.00	50.00
800-800-5170-800	Street Social Security	33,945.00	2,502.52	14,826.20	19,118.80	0.00	19,118.80	56.32
800-800-5180-800	Street Retirement	25,904.00	2,011.44	11,135.75	14,768.25	0.00	14,768.25	57.01
800-800-5190-800	Street Health Insurance	70,153.00	6,103.02	33,182.28	36,970.72	0.00	36,970.72	52.70
800-800-5210-800	Street Workers Compensation	19,435.00	0.00	0.00	19,435.00	0.00	19,435.00	100.00
800-800-5360-800	Street Member/Training/Travel	2,300.00	384.20	2,038.82	261.18	0.00	261.18	11.36
800-800-5380-800	Street Uniforms	5,240.00	0.00	3,121.42	2,118.58	0.00	2,118.58	40.43
	E10 Sub Totals:	604,135.00	44,525.00	262,883.16	341,251.84	0.00	341,251.84	56.49
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-800-5260-800	Street Professional Services	31,367.00	668.44	3,087.94	28,279.06	0.00	28,279.06	90.16
800-800-5300-800	Street Insurance & Bonds	8,217.00	0.00	0.00	8,217.00	0.00	8,217.00	100.00
800-800-5320-800	Street Facility Maintenance	10,000.00	75.00	2,459.33	7,540.67	0.00	7,540.67	75.41
800-800-5330-800	Street Equipment Maintenance	52,500.00	2,302.29	24,293.48	28,206.52	0.00	28,206.52	53.73
800-800-5530-800	Street Fuels/Lubricants	42,000.00	2,109.56	15,319.85	26,680.15	0.00	26,680.15	63.52
800-800-5580-800	Street Maintenance Materials	80,000.00	804.10	11,461.06	68,538.94	20,775.00	47,763.94	59.70
800-800-5590-800	Street General Supplies	3,675.00	224.22	1,082.47	2,592.53	0.00	2,592.53	70.55
800-800-5600-800	Street Signs and Markings	31,500.00	234.48	11,576.70	19,923.30	0.00	19,923.30	63.25
800-800-5700-800	Street Computers, Software	3,578.00	0.00	273.48	3,304.52	0.00	3,304.52	92.36
800-800-6300-800	Street Electricity	19,700.00	0.00	1,266.34	18,433.66	0.00	18,433.66	93.57
800-800-6310-800	Street Heating Fuels	3,000.00	490.23	1,537.58	1,462.42	0.00	1,462.42	48.75
800-800-6340-800	Street Lights	164,877.00	0.00	55,155.45	109,721.55	0.00	109,721.55	66.55
800-800-6350-800	Street Phones	5,564.00	419.45	2,289.77	3,274.23	0.00	3,274.23	58.85
800-800-6390-800	Street Minor Equipment	4,725.00	699.57	2,333.18	2,391.82	849.43	1,542.39	32.64
	E20 Sub Totals:	460,703.00	8,027.34	132,136.63	328,566.37	21,624.43	306,941.94	66.62
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
800-800-6380-800	Lease Purchase Payments	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
	E30 Sub Totals:	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
	Expense Sub Totals:	1,664,838.00	52,552.34	395,019.79	1,269,818.21	21,624.43	1,248,193.78	74.97
	Dept 800 Sub Totals:	95,993.00	-100,261.87	-604,447.71	700,440.71	21,624.43		
	Fund Revenue Sub Totals:	1,568,845.00	152,814.21	999,467.50	569,377.50	0.00	569,377.50	36.29
	Fund Expense Sub Totals:	1,899,998.00	56,873.51	413,699.31	1,486,298.69	21,624.43	1,464,674.26	77.09
	Fund 800 Sub Totals:	331,153.00	-95,940.70	-585,768.19	916,921.19	21,624.43		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	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							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	1.51	8.95	-8.95	0.00	-8.95	0.00
	R06 Sub Totals:	0.00	1.51	8.95	-8.95	0.00	-8.95	0.00
	Revenue Sub Totals:	24,025.00	1.51	8.95	24,016.05	0.00	24,016.05	99.96
E20	OPERATING COSTS							
833-833-5320-833	TDD Street Maintenance	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 833 Sub Totals:	-24,025.00	-1.51	-8.95	-24,016.05	0.00		
	Fund Revenue Sub Totals:	24,025.00	1.51	8.95	24,016.05	0.00	24,016.05	99.96
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 833 Sub Totals:	-24,025.00	-1.51	-8.95	-24,016.05	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90 900-000-3221-000	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS OUT							
	Transfer to 2021 Series DS	239,604.00	0.00	246,125.00	-6,521.00	0.00	-6,521.00	0.00
	E90 Sub Totals:	239,604.00	0.00	246,125.00	-6,521.00	0.00	-6,521.00	0.00
	Expense Sub Totals:	239,604.00	0.00	246,125.00	-6,521.00	0.00	-6,521.00	0.00
Dept 900-900 R01 900-900-4030-900	Dept 000 Sub Totals:	239,604.00	0.00	246,125.00	-6,521.00	0.00		
	TAXES							
	Street/Bridge Sales Tax	339,502.00	32,156.15	203,683.99	135,818.01	0.00	135,818.01	40.01
R06 900-900-4700-900	R01 Sub Totals:	339,502.00	32,156.15	203,683.99	135,818.01	0.00	135,818.01	40.01
	REVENUE FROM USE OF ASSET							
	Interest Earned-Street Bridge	20,000.00	3,209.69	20,603.94	-603.94	0.00	-603.94	0.00
	R06 Sub Totals:	20,000.00	3,209.69	20,603.94	-603.94	0.00	-603.94	0.00
E30 900-900-5800-900	Revenue Sub Totals:	359,502.00	35,365.84	224,287.93	135,214.07	0.00	135,214.07	37.61
	CAPITAL OUTLAY							
	Street/Bridge Contract	1,000,000.00	0.00	13,396.37	986,603.63	95,264.91	891,338.72	89.13
	E30 Sub Totals:	1,000,000.00	0.00	13,396.37	986,603.63	95,264.91	891,338.72	89.13
	Expense Sub Totals:	1,000,000.00	0.00	13,396.37	986,603.63	95,264.91	891,338.72	89.13
	Dept 900 Sub Totals:	640,498.00	-35,365.84	-210,891.56	851,389.56	95,264.91		
	Fund Revenue Sub Totals:	359,502.00	35,365.84	224,287.93	135,214.07	0.00	135,214.07	37.61
	Fund Expense Sub Totals:	1,239,604.00	0.00	259,521.37	980,082.63	95,264.91	884,817.72	71.38
	Fund 900 Sub Totals:	880,102.00	-35,365.84	35,233.44	844,868.56	95,264.91		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	51,344,441.00	2,235,340.59	19,451,715.15	31,892,725.85	0.00	31,892,725.85	62.12
	Expense Totals:	54,311,913.00	1,601,349.89	14,539,125.82	39,772,787.18	5,027,220.47	34,745,566.71	63.97
	Report Totals:	2,967,472.00	-633,990.70	-4,912,589.33	7,880,061.33	5,027,220.47		

General Ledger

Fund Balance

31-Mar-25

		FY2025			
Sort Level	Description	Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	\$ 9,859,341.00	\$ 4,907,711.63	\$ 4,403,539.16	\$ 10,363,513.47
120	Police Grants	\$ 10,338.48	\$ 11,328.87	\$ 13,148.97	\$ 8,518.38
124	Shop With a Cop	\$ 3,202.50	\$ 17,523.46	\$ 17,663.20	\$ 3,062.76
126	D.A.R.E Program	\$ -	\$ -	\$ -	\$ -
130	Fire Sales Tax	\$ 839,742.76	\$ 1,337,872.73	\$ 1,078,729.74	\$ 1,098,885.75
131	SAFER	\$ -	\$ -	\$ -	\$ -
170	Drainage Sales Tax	\$ 1,062,785.25	\$ 281,606.62	\$ 112,334.96	\$ 1,232,056.91
175	Senior Center Sales Tax	\$ 319,775.25	\$ 105,827.27	\$ 75,912.08	\$ 349,690.44
180	Parks Sales Tax	\$ 721,648.17	\$ 808,357.92	\$ 371,471.95	\$ 1,158,534.14
195	Auditorium Sales Tax	\$ 1,143,988.13	\$ 339,477.78	\$ 302,697.85	\$ 1,180,768.06
205	Employee Payroll	\$ -	\$ -	\$ -	\$ -
212	2012 A&B	\$ -	\$ -	\$ -	\$ -
213	2013 Series Spc Obl Bond	\$ -	\$ -	\$ -	\$ -
214	2014 A&B Series	\$ -	\$ -	\$ -	\$ -
216	2016 Series COPs	\$ 322,888.27	\$ 8,183.57	\$ 8,808.57	\$ 322,263.27
221	2021 Special Obligation Bonds	\$ 1,742.12	\$ 492,279.64	\$ 492,886.00	\$ 1,135.76
260	2006 A&B	\$ -	\$ -	\$ -	\$ -
270	2007 A&B	\$ -	\$ -	\$ -	\$ -
275	STAR Loan	\$ -	\$ -	\$ -	\$ -
280	2010 Series COP	\$ -	\$ -	\$ -	\$ -
290	Employee Insurance	\$ 32,740.42	\$ 516,020.51	\$ 507,276.56	\$ 41,484.37
300	Economic Development Sales Tax	\$ 1,632,235.53	\$ 3,752,768.38	\$ 2,348,007.09	\$ 3,036,996.82
310	Hotel/Motel Tax	\$ 311,546.64	\$ 52,331.78	\$ 31,818.55	\$ 332,059.87
360	Tax Incremental Financing	\$ -	\$ -	\$ -	\$ -
450	Golf Course	\$ 575,238.74	\$ 409,699.23	\$ 283,552.48	\$ 701,385.49
500	Water/Wastewater	\$ 20,339,266.95	\$ 5,184,700.28	\$ 3,817,902.98	\$ 21,706,064.25
600	Transportation Grants	\$ -	\$ -	\$ -	\$ -
620	Community Development Grants	\$ -	\$ -	\$ -	\$ -
651	FEMA DR-1980	\$ -	\$ -	\$ -	\$ -
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	\$ 51,026.33	\$ 2,216.91	\$ 155.00	\$ 53,088.24
710	Morse Park Trust	\$ 3,789.16	\$ 44.19	\$ -	\$ 3,833.35
800	Street Department Sales Tax	\$ 2,111,560.33	\$ 999,467.50	\$ 413,699.31	\$ 2,697,328.52
833	TDD Maintenance	\$ 464.26	\$ 8.95	\$ -	\$ 473.21
900	Street/Bridge Sales Tax	\$ 1,108,559.48	\$ 224,287.93	\$ 259,521.37	\$ 1,073,326.04
Grand Total		\$ 40,507,581.01	\$ 19,451,715.15	\$ (14,539,125.82)	\$ 45,420,170.34

City of Neosho
Bank Reconciliation - Investment Account
March 31, 2025

Bank:

Bank Balance	\$ 19,948,514.16
Credit Cards Online Deposit outstanding	5,329.49
Credit Cards Deposit outstanding	5,751.22
Deposit Outstanding	4,545.57
Reconciled Bank Balance	<u>\$ 19,964,140.44</u>

Book:

100-000-1200-000	General Fund Investment Acct	\$ 3,431,779.38
100-000-1202-000	Public Safety Sales Tax	\$ 1,479,906.34
100-000-1203-000	Cleaning Deposit Investmt Acct	\$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	\$ 6,173.96
100-000-1215-000	ARPA Investment Account	\$ 1,218,139.96
100-000-1218-000	City Hall Donated Funds	\$ 287.19
100-000-1219-000	Donated Rewards	\$ -
100-000-1220-000	Confiscated Cash	\$ 14,105.42
100-000-1224-000	I.O.O.F. Cemetery	\$ (365,334.46)
120-000-1200-000	Law Enforcement Investmnt Acct	\$ 8,518.38
124-000-1200-000	Shop With a Cop Investmnt Acct	\$ 2,877.13
124-000-1202-000	Halloween Bash Investment Acct	\$ 185.63
126-000-1200-000	D.A.R.E. Investment Account	\$ -
130-000-1200-000	Fire Dept Investment Account	\$ 952,946.41
170-000-1200-000	Drainage Investment Account	\$ 1,376,774.27
170-000-1204-000	Project Grant - Lime Kiln Dam	\$ 28,905.88
175-000-1200-000	Senior Center Investment Acct	\$ 111,178.14
175-000-1208-000	Senior Center Maintenance Reserve	\$ -
180-000-1200-000	Parks Investment Account	\$ 510,762.43
180-000-1205-000	SkatePark Donations	\$ -
180-000-1206-000	Park Fund Investmnt Acct	\$ -
195-000-1200-000	Auditorium Investment Account	\$ 466,097.11
212-000-1200-000	2012 A&B Investment Account	\$ -
213-000-1200-000	2013 INVESTMENT ACCOUNT	\$ -
213-000-1234-000	2013 Reserved Cash	\$ -
214-000-1200-000	2014 Series Investment Account	\$ -
216-000-1200-000	2016 Series Investment Account	\$ (625.00)
221-000-1200-000	2021 Series Investment Account	\$ 1,135.76
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	\$ 45,137.78
300-000-1200-000	Economic Devel Investment Acct	\$ 659,940.51
310-000-1200-000	Hotel/Motel Investment Account	\$ 132,059.87
310-000-1233-000	Investment Acct Motel Tax	\$ -
360-000-1200-000	TIF Sales Tax Investment Acct	\$ -
360-000-1201-000	TIF Real Estate Investmnt Acct	\$ -
450-000-1200-000	Golf Course Investment Account	\$ 340,273.35
450-000-1205-000	Golf Course Advertising	\$ 12,913.87
450-000-1209-000	Golf Course Replacement Reserve	\$ 86,309.27
500-000-1200-000	Water/WW Investment Acct	\$ 169,209.04
500-000-1206-000	Slip Lining Reserve	\$ 235,924.75
500-000-1207-000	Invest Acct Meter Deposit	\$ 60,571.54
500-000-1208-000	Main Replacement	\$ 1,109,686.44
500-000-1209-000	Meter Replacement Reserve	\$ 571,744.01
500-000-1210-000	Wastewater Rplcmt Reserve	\$ 2,119,167.36
500-000-1214-000	Water Replacement Reserve	\$ 2,806,984.41
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 Srvc Pass Through	\$ 100.00
700-000-1200-000	Abbott Brothers Investmnt Acct	\$ 13,088.24
710-000-1200-000	Morse Park Fund Investmnt Acct	\$ 833.35
800-000-1200-000	Street Fund Investment Account	\$ 1,292,788.01
833-000-1200-000	TDD Maintenance	\$ 473.21
900-000-1200-000	Street/Bridge Fd Investmt Acct	\$ 1,005,297.17
		<u>19,964,280.33</u>

Reconciling Items to be JE'd:

Interest Earned	(4.88)
Interest transferred from Sweep to Investment	(135.01)

\$ 19,964,140.44
\$ -

City of Neosho
Bank Reconciliation - Master Account
February 28, 2025

Bank:

Bank Balance	\$	444,446.07
O/S Springbrook Checks		(373,909.56)

Reconciled Bank Balance	\$	70,536.51
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Book:

Description

100-000-1000-000	General Fund Master Account	\$	70,536.51
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	\$	-
221-000-1000-000	221 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 Srvc 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	\$	-
		\$	70,536.51

Reconciling Items to be JE'd:

Reconciled Book Balance	\$	70,536.51
	\$	-

City of Neosho
Bank Reconciliation - Sweep Account
February 28, 2025

Bank:

Bank Balance	\$	1,504.88
O/S Springbrook Checks		-

Reconciled Bank Balance	\$	1,504.88
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Book:

Description

100-000-1006-000	General Fund Master Account	\$	1,500.00
120-000-1006-000	Law Enforcement Master Account	\$	-
124-000-1006-000	Shop With a Cop Master Account	\$	-
126-000-1006-000	D.A.R.E Master Account	\$	-
130-000-1006-000	Fire Dept Master Account	\$	-
170-000-1006-000	Drainage Master Account	\$	-
175-000-1006-000	Senior Center Master Account	\$	-
180-000-1006-000	Parks Master Account	\$	-
195-000-1006-000	Auditorium Master Account	\$	-
205-000-1006-000	Payroll Master Account	\$	-
212-000-1006-000	2012 A&B Master Account	\$	-
213-000-1006-000	2013 SERIES MASTER ACCOUNT	\$	-
214-000-1006-000	2014 Series Master Account	\$	-
216-000-1006-000	2016 Series Master Account	\$	-
230-000-1006-000	2003 COP Master Account	\$	-
260-000-1006-000	2006 A&B Master Account	\$	-
270-000-1006-000	2007 A&B Master Account	\$	-
275-000-1006-000	STAR LOAN Master Account	\$	-
280-000-1006-000	2010 Master Account	\$	-
290-000-1006-000	Employee Insurance Master Acct	\$	-
300-000-1006-000	Economic Develop. Master Acct	\$	-
310-000-1006-000	Hotel/Motel Master Account	\$	-
360-000-1006-000	TIF Master Account	\$	-
450-000-1006-000	Golf Course Master Account	\$	-
500-000-1006-000	Water/Wastewater Master Acct	\$	-
620-000-1006-000	Community Develop. Master Acct	\$	-
650-000-1006-000	FEMA DR-1961 Master Account	\$	-
651-000-1006-000	FEMA DR-1980 Master Account	\$	-
652-000-1006-000	Cash in Bank/Joplin Disaster	\$	-
653-000-1006-000	FEMA DR4250	\$	-
680-000-1006-000	CDBG Public Srvc Pass Through	\$	-
700-000-1006-000	Abbott Brothers Master Account	\$	-
710-000-1006-000	Morse Park Fund Master Account	\$	-
800-000-1006-000	Street Fund Master Account	\$	-
900-000-1006-000	Street /Bridge Fd Master Acct	\$	-
		\$	1,500.00

Reconciling Items to be JE'd:

Interest transferred to Investment		4.88
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Reconciled Book Balance	\$	1,504.88
	\$	-

City of Neosho
Bank Reconciliation - CDBG Account
February 28, 2025

Bank:

Bank Balance	\$	100.00
O/S Springbrook Checks		-

Reconciled Bank Balance	\$	100.00
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Book:

Description

100-000-1200-000	General Fund Master Account	\$	-
120-000-1200-000	Law Enforcement Master Account	\$	-
124-000-1200-000	Shop With a Cop Master Account	\$	-
126-000-1200-000	D.A.R.E Master Account	\$	-
130-000-1200-000	Fire Dept Master Account	\$	-
170-000-1200-000	Drainage Master Account	\$	-
175-000-1200-000	Senior Center Master Account	\$	-
180-000-1200-000	Parks Master Account	\$	-
195-000-1200-000	Auditorium Master Account	\$	-
205-000-1200-000	Payroll Master Account	\$	-
212-000-1200-000	2012 A&B Master Account	\$	-
213-000-1200-000	2013 SERIES MASTER ACCOUNT	\$	-
214-000-1200-000	2014 Series Master Account	\$	-
216-000-1200-000	2016 Series Master Account	\$	-
230-000-1200-000	2003 COP Master Account	\$	-
260-000-1200-000	2006 A&B Master Account	\$	-
270-000-1200-000	2007 A&B Master Account	\$	-
275-000-1200-000	STAR LOAN Master Account	\$	-
280-000-1200-000	2010 Master Account	\$	-
290-000-1200-000	Employee Insurance Master Acct	\$	-
300-000-1200-000	Economic Develop. Master Acct	\$	-
310-000-1200-000	Hotel/Motel Master Account	\$	-
360-000-1200-000	TIF Master Account	\$	-
450-000-1200-000	Golf Course Master Account	\$	-
500-000-1200-000	Water/Wastewater Master Acct	\$	-
620-000-1200-000	Community Develop. Master Acct	\$	-
650-000-1200-000	FEMA DR-1961 Master Account	\$	-
651-000-1200-000	FEMA DR-1980 Master Account	\$	-
652-000-1200-000	Cash in Bank/Joplin Disaster	\$	-
653-000-1200-000	FEMA DR4250	\$	-
680-000-1200-000	CDBG Public Srvc Pass Through	\$	100.00
700-000-1200-000	Abbott Brothers Master Account	\$	-
710-000-1200-000	Morse Park Fund Master Account	\$	-
800-000-1200-000	Street Fund Master Account	\$	-
900-000-1200-000	Street /Bridge Fd Master Acct	\$	-
		\$	100.00

Reconciling Items to be JE'd:

Reconciled Book Balance	\$	100.00
		-

**Neosho Missouri
FY2024
1% Sales Tax**

	Actual Receipts										Monthly			
									% of total by month		Prior Year Variance	2025 Budget spread by monthly %	2025 Over Budget spread by month	% over budget
	2018	2019	2020	2021	2022	2023	2024	5-year average		2025				
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	266,938.49	0.0828	282,249.34	-2.49%	\$ 256,135.83	26,113.51	10.20%
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	227,041.28	0.0704	291,875.42	17.61%	\$ 217,853.21	74,022.21	33.98%
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	290,484.04	0.0901	286,765.88	-12.44%	\$ 278,728.53	8,037.35	2.88%
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	250,554.19	0.0777	261,716.75	-8.43%	\$ 240,414.59	21,302.16	8.86%
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	261,000.74	0.0810	305,798.24	-0.73%	\$ 250,438.37	55,359.87	22.11%
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	265,450.20	0.0824	288,133.82	9.90%	\$ 254,707.77	33,426.05	13.12%
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	251,359.48	0.0780			\$ 241,187.29		
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	244,649.95	0.0759			\$ 234,749.28		
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	298,307.84	0.0926			\$ 286,235.70		
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	292,927.45	0.0909			\$ 281,073.05		
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	272,445.40	0.0845			\$ 261,419.88		
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	301,715.55	0.0936			\$ 289,505.51		
	\$ 2,690,834.66	\$ 2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 3,541,462.38	\$ 3,424,071.50	\$ 3,222,874.62	100.00%	\$ 1,716,539.45		\$ 3,092,449.00		
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%		-0.27%			\$ 3,092,449.00	14.57%	
												Budget YTD ↑		
												-44.49%		
												YTD Budg Var ↑		

Neosho Missouri
FY2024
1% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	282,249.34	-2.49%	257,704.08	9.52%
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	291,875.42	17.61%	257,704.08	13.26%
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	286,765.88	-12.44%	257,704.08	11.28%
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	261,716.75	-8.43%	257,704.08	1.56%
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	305,798.24	-0.73%	257,704.08	18.66%
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	288,133.82	9.90%	257,704.08	11.81%
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99			257,704.08	
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49			257,704.08	
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29			257,704.08	
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40			257,704.08	
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20			257,704.08	
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30			257,704.08	
	\$ 2,690,834.66	\$ 2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 3,541,462.38	\$ 3,424,071.50	\$ 1,716,539.45		\$ 3,092,449.00	-44.49%
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%	-0.27%			

**Neosho Missouri
FY2024
1/2% Public Safety Sales Tax**

	Receipts 2021	Receipts 2022	Receipts 2023	Receipts 2024	Receipts 2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	-	128,640.50	150,673.37	134,535.71	135,651.77	0.83%	128,852.08	5.28%
November	7,491.76	110,632.28	131,040.90	118,733.54	136,331.36	14.82%	128,852.08	5.80%
December	100,134.22	153,574.02	145,852.28	154,253.84	135,936.76	-11.87%	128,852.08	5.50%
January	108,995.23	114,107.06	139,322.03	138,587.69	126,125.62	-8.99%	128,852.08	-2.12%
February	107,444.28	139,564.14	141,190.18	148,123.60	151,757.93	2.45%	128,852.08	17.78%
March	131,322.49	118,450.88	137,180.76	127,754.42	128,700.11	0.74%	128,852.08	-0.12%
April	104,230.71	134,424.40	136,240.22	117,341.73	-		128,852.08	
May	117,689.02	108,276.43	117,587.34	137,650.78	-		128,852.08	
June	146,068.03	159,824.52	152,586.80	139,505.99	-		128,852.08	
July	136,400.20	141,861.49	146,668.42	138,845.19	-		128,852.08	
August	116,259.78	143,452.74	145,399.16	130,894.40	-		128,852.08	
September	138,586.81	151,978.14	150,701.09	144,128.44	-		128,852.08	
	<u>\$ 1,214,622.53</u>	<u>\$ 1,604,786.60</u>	<u>\$ 1,694,442.55</u>	<u>\$ 1,630,355.33</u>	<u>\$ 814,503.55</u>		<u>\$ 1,546,225.00</u>	
YTD Variance	<u>100.00%</u>	<u>32.12%</u>	<u>5.59%</u>	<u>-3.78%</u>	<u>-0.91%</u>			

City of Neosho
FY2024
Unaccounted for Water

Month	Pumped	City Usage	Billed	Flushed and leaks	Loss	Water Loss %	Public Works
October	102,686,027	3,906,775	34,496,300	6,756,952	(57,526,000)	56.02%	0.59
November	104,064,492	8,110,162	38,989,200	9,303,623	(47,661,507)	45.80%	0.46
December	93,687,910	3,813,120	28,420,200	5,650,354	(55,804,236)	59.56%	0.60
January	113,934,095	4,342,040	31,005,200	6,708,387	(71,878,468)	63.09%	0.64
February	102,393,612	5,932,820	44,174,300	5,169,613	(47,116,879)	46.02%	0.47
March	109,373,650	3,582,544	28,147,300	5,462,016	(72,181,790)	66.00%	0.66
September	-	-	-	-	-	#DIV/0!	
	<u>626,139,786</u>	<u>29,687,461</u>	<u>205,232,500</u>	<u>39,050,945</u>	<u>(352,168,880)</u>		
Billed	(205,232,500)						
Flushed/leaks	(39,050,945)						
City Usage	<u>(29,687,461)</u>						
Unaccounted for Gallons	352,168,880						
FY25 Unaccounted for Wate	<u>56.24%</u>						
2024	<u>52.10%</u>						
2023	<u>53.49%</u>						
2022	<u>59.12%</u>						
2021	<u>61.43%</u>						
2020	<u>63.01%</u>						
2019	<u>61.52%</u>						
2018	<u>63.76%</u>						
2017	<u>61.48%</u>	58.73*					
2016	<u>57.51%</u>						
2015	<u>59.55%</u>						
2014	<u>57.26%</u>						
2013	<u>62.00%</u>						
2012	<u>60.00%</u>						
2011	<u>54.00%</u>						

* The Auditors had an error in their formula. It was reported as 61.48 but it should have been reported as 58.73