

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Friday, February 17, 2023

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, February 21, 2023 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. February 7, 2023 Open Session Minutes
2. Bill No 2023-107 Gross Receipts Tax- Spire Missouri, Inc dba Spire
3. Bill No. 2023-108: Lampo Building HVAC Contract Satterlee
4. Bill No. 2023-109: SUO Streamlining Rule Revisions
5. Bill No. 2023-110: Airport Taxiway Construction Contract
6. Bill No. 2023-111: Retention of Records

VISITOR'S BUSINESS

BIDS

1. Fencing Bid located at Branco Enterprises
2. Vertical Baler for Recycle Center

NEW BUSINESS

1. Bill No. 2023-112: Special Use Permit 420 Freeman Road
2. Bill No. 2023-113: ARPA Drainage Project Agreement
3. Bill No. 2023-114: Buffalo Creek Lift Station Agreement for Engineering Services
4. Bill No. 2023-115: Stafford Fencing Contract
5. Piper Sandler Underwriter Engagement Agreement
6. Amendment to Electric Service Agreement with Liberty Utilities
7. City Lighting Conversion Project
8. Celebrate Neosho update

REPORT OF CITY OFFICERS

February 21, 2023 City Council Meeting

1. Finance Department - January Financials

CLOSED SESSION

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

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
February 7, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Miguel Pastor opened with prayer and Mayor Pro Tempore Davidson led the pledge of allegiance.

CALL TO ORDER

Mayor Pro Tempore Davidson opened the meeting at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

Ashton Robinson, Richard Davidson, Julie Humphrey, Charles Collinsworth, Carl Cobb

COUNCIL ABSENT:

Tyler DeWitt, Angela Thomas

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

CONSENT AGENDA

Mayor Pro Tempore Davidson asked for a motion to approve the items under Consent Agenda.

Councilman Collinsworth made a motion to Approve the Consent Agenda to include the following items:

1. January 17, 2023 Open Session Council Minutes
2. January 17, 2023 Closed Session Council Minutes

Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None
Passed.

VISITOR'S BUSINESS

Victoria Fischer addressed the Council about the justice system about her being victimized by her ex-husband. She feels the justice system failed. She is asking for laws to be changed.

BIDS

Lampo Center HVAC

Development Services Director Leavens addressed the city council regarding the Lampo Center HVAC Unit replacement. Staff sent out five bids and two were received back.

Satterlee Plumbing and HVAC \$60,995.00

ACCI \$96,300.00

Staff recommends approving the bid from Satterlee Heating and Air in the amount of \$60,995.00.

Councilman Collinsworth made a motion to Approve the bid from Satterlee Heating and Air Conditioning in the amount of \$60,995.00; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No 2023-107 Gross Receipts Tax- Spire Missouri, Inc dba Spire

Finance Director Forest addressed the City Council stating that this agenda item is for approval of the City to maintain the existing rate of 5%. On November 30, 2022, the Missouri Public Service Commission approved an increase in the annual revenues of Spire. The Commission issued an Order approving tariff sheets and expedited treatment on December 14, 2022, with an effective date of December 26, 2022. On January 4, 2023 the Commission issued an Order for Spire to provide notices to cities and counties of the natural gas rate increase as required by Section 393.275.1 RSMo.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-107; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Bill No. 2023-108: Lampo Building HVAC Contract Satterlee

Development Services Director Leavens addressed the City Council stating that this is to approve the contract for the HVAC replacement at the Lampo Facility. This contract is for Satterlee Heating and Air in the amount of \$60,995.00.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-108; Councilman Collinsworth seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Bill No. 2023-109: SUO Streamlining Rule Revisions

Bob Sell from Allgeier, Martin and Associates stated that this article sets forth uniform requirements for direct and indirect contributors to the wastewater collection and treatment system for the City and enable to the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 CFR, Part 403).

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-109; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Bill No. 2023-110: Airport Taxiway Construction Contract

Development Services Director Leavens addressed the City Council stating that the purpose of this item is to gain council approval of a construction contract with changes for the taxiway construction project at the Hugh Robinson Airport. The city has been moving towards constructing five new T-Hangers and the necessary taxiways at the Hugh Robinson Airport. At this time, the planning and engineering has been completed and we are prepared to move forward with construction. We are asking the council to accept the construction bid of Emery, Sapp and Sons and also approve the modification of that contract to reflect the change in specifications for price reductions.

The current hanger count is nineteen (19) T-Hangers and a couple larger hangers. This could increase the amount of the airport capacity by 20%. We currently have a waiting list of 17 people.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-110; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None
Passed.

Bill No. 2023-111: Retention of Records

City Clerk Wright addressed the City Council stating that while staff was looking into the city code for record retention, staff found an old code that stated that the city should be following the record retention schedule from the 1980s set by the Missouri Secretary of State's office. This amendment to the code will be more general to follow any updates that come from the Missouri Secretary of State's office.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2023-111; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Fuel Wood Sale Agreement

Attorney Paul addressed the City Council stating that the purpose of this agenda item is to approve the fuel wood sale agreement. The City of Neosho has finished logging a section of airport property and wishes to authorize additional timber management. This would allow citizens to sign an agreement with the City of Neosho authorizing them to cut dead wood (tree tops) in the same area that was recently logged.

Councilwoman Humphrey made a motion to Approve the agreement for the fuel wood sale; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Region M Grant Authorization

Assistant Public Works Director Barrett addressed the City Council asking to apply for the Region M Grant for the Recycle Center.

Councilman Collinsworth made a motion to Approve the authorization for the Region M Grant; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None
Passed.

Region M Grant Application

Assistant Public Works Director Barrett addressed the City Council stating that the grant monies from the Region M Grant would benefit the City of Neosho Regional Recycling Center. This annual grant funding is based on allocation to the district by the DNR-SWMP (Solid Waste Management Program). The use of these funds would go towards salaries and fringe benefits for two staff members.

FTE Salary Total \$54,870.90

FTE Fringe Total \$24,563.00

Total \$79,433.90

Councilwoman Humphrey made a motion to Approve the Region M Grant Application; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

T-37 Jet Static Display Confirmation

Development Services Director Leavens addressed the City Council stating that the purpose of this item is to obtain council authorization for the mayor to sign a document confirming the status of the T-37 jet on display at the airport and the city's desire to keep the display.

Councilwoman Robinson made a motion to Approve the Confirmation of the T-37 Jet Static Display; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

CDBG Mitigation Grant Authorized Signatures Form

Development Services Director Leavens addressed the City Council stating that the purpose of this agenda item is to gain council approval for the mayor to sign an authorized signature for CDBG request for funds form to update a grant that the city has for CDBG funds.

Councilman Collinsworth made a motion to Approve the authorized signature form for the CDBG Mitigation Grant; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson
No: None
Abstain: None
Passed.

CDBG Vendor Input/ACH-EFT Application

Development Services Director Leavens addressed the City Council stating that the purpose of this item is to seek council's approval for the mayor to sign a CDBG vendor input/ACH-EFT application to permit the State of Missouri to deposit reimbursement of expenses for the CDBG Mitigation grant to develop a disaster response plan for the City of Neosho.

Councilman Cobb made a motion to Approve the CDBG Vendor Input/ACH-EFT Application; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson
No: None
Abstain: None
Passed.

APPOINTMENTS AND VACANCIES

Neosho Historic Preservation Commission

Letter of Reappointment for Jeff Jones

Mayor Pro Tempore Davidson made a motion to Approve the Letter of Reappointment for Jeff Jones to the Neosho Historic District Commission; Councilman Cobb seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson
No: None
Abstain: None
Passed.

REPORT OF CITY OFFICERS

Police Chief Baird stated that the City Manager would like Council to know that he will begin looking at replacing the sidewalk directly in front of City Hall soon.

City Attorney Paul stated that all right of way acquisitions for the 86 Hwy and Hammer Roundabout project have been obtained, and we are moving forward.

ADJOURN

There being no further business to come before the City Council, Mayor Pro Tempore 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, Julie Humphrey, Richard Davidson, Ashton Robinson

No: None

Abstain: None

Passed.

Mayor Pro Tempore Davidson adjourned the February 7, 2023 Council Meeting at 7:37 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: February 7, 2023

ITEM: Bill No 2023-107 Gross Receipts Tax- Spire Missouri, Inc dba Spire

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2023-107: Spire Gross Receipts Tax

PURPOSE:

This agenda item is for the approval of the City to maintain the existing rate of 5%.

BACKGROUND:

On November 30, 2022, the Missouri Public Service Commission ("Commission") approved an increase in the annual revenues of Spire. The Commission issued an Order Approving Tariff Sheets and Expediated Treatment on December 14, 2022, with an effective date of December 26, 2022. On January 4, 2023, the Commission issued an Order for Spire to provide notices to cities and counties of the natural gas rate increase as required by Section 393.275.1 RSMo.

RECOMMENDATION:

Staff recommends the City Council maintain the existing Gross Receipts Tax Rate of 5%.

AN ORDINANCE reaffirming the gross receipts tax to be imposed upon gas corporations conducting business within the City and matters relating thereto.

WHEREAS, the Missouri Public Service Commission (PSC) has granted a tariff increase in excess of 7 percent to Spire Missouri, Inc. d/b/a Spire (“Spire”); and

WHEREAS, tariff increases in excess of seven (7) percent trigger certain requirements under Section 393.275.1, RSMo. to either roll back the rate of gross receipts taxes imposed by cities on Spire or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Spire as a result of the tariff increase; and

WHEREAS, Section 393.275.1, RSMo. requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate; and

WHEREAS, the PSC has established the effective date of the tariff increase granted to Spire as December 26, 2022, and 60 days from that date is February 24, 2023.

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

Section 1. The gross receipts tax imposed upon gas corporations, including but not limited to Spire Missouri, Inc. d/b/a Spire, pursuant to the Neosho City Code, including but not limited to Ordinance No. 322-2008, shall be maintained at its existing rate of five (5) percent, despite the tariff increase awarded by the PSC to Spire effective on December 26, 2022.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: February 7, 2023

ITEM: Bill No. 2023-108: Lampo Building HVAC Contract Satterlee

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-108 HVAC Contract with Satterlee for Lampo Building

PURPOSE:

Approve the contract as submitted for the HVAC replacement at the Lampo facility.

BACKGROUND:

The City of Neosho sent bids for upgrades to our HVAC system at Lampo. Two bids were received with Satterlee Plumbing & HVAC being the lowest and most competitive bid.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with The Satterlee Plumbing, Heating and Air Conditioning Company, a Missouri Corporation, for the purpose of adding HVAC system units at the Neosho Lampo Center for the not to exceed price of Sixty Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$60,995.00); 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 The Satterlee Plumbing, Heating and Air Conditioning Company, a Missouri Corporation, for the purpose of adding HVAC system units at the Neosho Lampo Center for the not to exceed price of Sixty Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$60,995.00), 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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT

FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this 15th day of FEBRUARY, 2023, 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 The Satterlee Plumbing, Heating and Air Conditioning Company, 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 constructing improvements at the Neosho Lampo Center, 500 E. Spring St., Neosho, MO 64850, to include adding heating, ventilation, and air conditioning (HVAC) system units, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of constructing improvements at the Neosho Lampo Center, 500 E. Spring St., Neosho, MO 64850, to include adding heating, ventilation, and air conditioning (HVAC) system units, 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 one hundred eighty (180) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements at the Neosho Lampo Center, 500 E. Spring St., Neosho, MO 64850. Specifically, Contractor agrees to add heating, ventilation, and air conditioning (HVAC) system units, including a 20-ton VRF system with six 48,000 BTU ceiling cassettes with on VRF programmable controller.

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 Sixty Thousand Nine

Hundred Ninety-Five and 00/100 Dollars (\$60,995.00) – the full amount of this contract – as follows. After delivery, Contractor shall be paid a lump sum no later than the following third Tuesday of the month.

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. 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. Such policies shall name City as an additional insured for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

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

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

19. Liquidated Damages. Intentionally omitted.

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

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

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

City of Neosho	The Satterlee Plumbing, Heating and Air Conditioning Company
ATTN: David Kennedy	ATTN: Troy Lowery
203 E. Main St.	3423 N. Main St.
Neosho, MO 64850	Joplin, MO 64801

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

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Sixty Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$60,995.00) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be

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

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Sixty Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$60,995.00) – full amount of contract conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.”

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

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

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

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

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

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

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

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

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

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

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

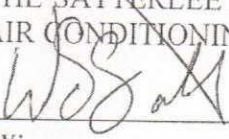
36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision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

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

CITY OF NEOSHO, MISSOURI

Tyler DeWitt, Mayor

THE SATTERLEE PLUMBING, HEATING AND
AIR CONDITIONING COMPANY



By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

BID FORM

Description: (To be completed by bidding party)

INSTALL 20 TON VRF SYSTEM PER BID SCOPE.
INCLUDES ELECTRICAL BY LAYNE ELECTRIC

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

\$ 60,995.00

F.O.B. Neosho, MO

Projected Shipping Date:

2 WEEK from ORDER DATE

After delivery - payment made on third Tuesday of month delivered

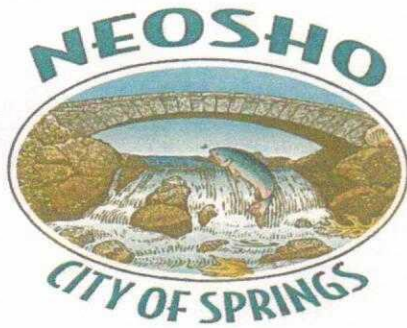
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY:

SATTERLEE PLUMBING, HEATING & AIR

BY:

My Lowmy



City of Neosho

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

January 10, 2023

RE: INVITATION TO BID

To Whom It May Concern:

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

The bid packet is for the purchase and installation of:

RE: Lampo Center HVAC

Installation of a 20 ton VRF system with six 48,000 BTU ceiling cassettes with on VRF programmable controller. Outdoor units to be installed on metal stands anchored to existing concrete, indoor cassettes to be hung with ½" all thread from supports mounted above drop ceiling. Copper lines to be installed with anchored support system with ½" thickness Armaflex. Condensate will be piped to one main trunk line either exiting the building or tying to an existing drain. All bidding contractors must be experienced and factory trained in installation VRF systems. Daikin and Mitsubishi will be accepted alternates for consideration. Bid to include all electrical, (three phase to outdoor equipment and power to indoor cassettes.) The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

Equipment Scope:

Lennox VRF

2 17V03 VPB120H4M-3Y VRF Heat Pump (208/230V)

6 17V47 V33B048H4-3P HE 3'x3' Cassette

1 12A48 V8IDBP04 VRF INDOOR BRANCH PIPE

1 17U35 P3 HP Outdoor Branch pipe - 2 module

2 19S81 VRF Hail Guards for 12-16 VPB/VRB

2 12A46 V8IDBP02 VRF INDOOR BRANCH PIPE

1 17V96 V0STAT51P-3 VRF Programmable Controller

6 17V48 4 way Cassette Panel

2 12A47 V8IDBP03 VRF INDOOR BRANCH PIPE

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

If you have any questions, feel free to contact Richard Leavens at the City Hall. There will be mandatory pre-bid meeting held at the Lampo Center , 500 East Spring Street on January 19, 2023 @ 1:00 p.m. for project familiarization.

Thank you,

David Kennedy
City Manager

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

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

3. Bonding requirements.

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

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, 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."

Questions concerning the specifications and bid procedure should be directed to Richard Leavens, Developmental Services Director, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

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 Workers 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,

David Kennedy
City Manager

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, January 31, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, 203 East Main Street, Neosho, MO 64850. The bid will be for the following item(s):

Lampo Center HVAC Bid Specs

Installation of a 20 ton VRF system with six 48,000 BTU ceiling cassettes with on VRF programmable controller. Outdoor units to be installed on metal stands anchored to existing concrete, indoor cassettes to be hung with ½" all thread from supports mounted above drop ceiling. Copper lines to be installed with anchored support system with ½" thickness Armaflex. Condensate will be piped to one main trunk line either exiting the building or tying to an existing drain. All bidding contractors must be experienced and factory trained in installation VRF systems. Daikin and Mitsubishi will be accepted alternates for consideration. Bid to include all electrical, (three phase to outdoor equipment and power to indoor cassettes.) The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

Equipment Scope:

Lennox VRF

- 2 17V03 VPB120H4M-3Y VRF Heat Pump (208/230V)
- 6 17V47 V33B048H4-3P HE 3'x3' Cassette
- 1 12A48 V8IDBP04 VRF INDOOR BRANCH PIPE
- 1 17U35 P3 HP Outdoor Branch pipe - 2 module
- 2 19S81 VRF Hail Guards for 12-16 VPB/VRB
- 2 12A46 V8IDBP02 VRF INDOOR BRANCH PIPE
- 1 17V96 V0STAT51P-3 VRF Programmable Controller
- 6 17V48 4 way Cassette Panel
- 2 12A47 V8IDBP03 VRF INDOOR BRANCH PIPE

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

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

Please label the envelope: **Lampo Center HVAC Bid Opening January 31, 2023 @10:00 a.m.**

Bid Specifications:

The bid packet is for the purchase of:

Lampo Center HVAC Bid Specs

Installation of a 20 ton VRF system with six 48,000 BTU ceiling cassettes with on VRF programmable controller. Outdoor units to be installed on metal stands anchored to existing concrete, indoor cassettes to be hung with ½" all thread from supports mounted above drop ceiling. Copper lines to be installed with anchored support system with ½" thickness Armaflex. Condensate will be piped to one main trunk line either exiting the building or tying to an existing drain. All bidding contractors must be experienced and factory trained in installation VRF systems. Daikin and Mitsubishi will be accepted alternates for consideration. Bid to include all electrical, (three phase to outdoor equipment and power to indoor cassettes.) The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

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1 17V96 V0STAT51P-3 VRF Programmable Controller

6 17V48 4 way Cassette Panel

2 12A47 V8IDBP03 VRF INDOOR BRANCH PIPE

Equipment Schedule:

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: February 7, 2023

ITEM: Bill No. 2023-109: SUO Streamlining Rule Revisions

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-109 amending Chapter 705 Sewers and Sewage Disposal
 2. Bill No. 2023-109 amending Chapter 705 Sewers and Sewage Disposal - Ex. A
 3. Redline Version Ordinance amending Chapter 705 Sewers and Sewage Disposal
 4. Pretreatment Required Changes
 5. Streamline Factsheet
-

PURPOSE:

This Article sets forth uniform requirements for direct and indirect contributors to the Wastewater Collection and Treatment System for the City and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 CFR, Part 403).

BACKGROUND:

These revisions are required by the Clean Water Act of 1977. Allgeier Martin has provided these updates to our current code to ensure compliance.

RECOMMENDATION:

Approval of the Streamlining Rule Revisions as submitted and authorize the Mayor to execute it.

AN ORDINANCE amending Chapter 705 Sewers and Sewage Disposal by repealing Chapter 705 and enacting a new Chapter 705 in lieu thereof.

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

Section 1. That Chapter 705 Sewers and Sewage Disposal is amended to read as written in Exhibit A, attached hereto and incorporated by reference.

Section 2. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

Chapter 705

SEWERS AND SEWAGE DISPOSAL

ARTICLE I

Generally

Section 705.010. Purpose and Policy. [CC 1979 §30-16; Ord. No. 1229 Ch. I §1, 7-17-1984; Ord. No. 92-1 §30-16, 1-7-1992]

- A. This Article sets forth uniform requirements for direct and indirect contributors into the Wastewater Collection and Treatment System for the City and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 CFR, Part 403).
- B. The objectives of this Article are:
 - 1. To prevent the introduction of pollutants into the municipal wastewater system or contaminate the resulting sludge;
 - 2. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
 - 3. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
 - 4. To provide for equitable distribution of the cost of the municipal wastewater system.
- C. This Article provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customer's capacity will not be pre-empted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- D. This Article shall apply to the City and to persons outside the City who are, by contract or agreement with the City, users of the City POTW. Except as otherwise provided herein, the Superintendent of the City POTW shall administer, implement, and enforce the provisions of this Article.

Section 705.020. Definitions and Abbreviations. [CC 1979 §30-17; Ord. No. 1229 Ch. I §§2, 3, 7-17-1984; Ord. No. 92-1 §30-17, 1-7-1992]

- A. *Specific Definitions:* Unless the context specifically indicates otherwise, the following terms and phrases as used in this Article shall have the meanings hereinafter designated:

ACT OR THE ACT — The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251, et seq.

APPROVAL AUTHORITY — The director in an NPDES State with an approved State pretreatment program and the administrator of the EPA in a non-NPDES State or NPDES State without an approved State pretreatment program.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER

1. If the User is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BEST MANAGEMENT PRACTICES OR BMPS — Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 705.570. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees (20°C) Celsius expressed in terms of weight and concentration (milligrams per liter).

BUILDING SEWER — A sewer conveying wastewater from the premises of a user to the POTW.

CATEGORICAL INDUSTRIAL USER — An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD — Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CHEMICAL OXYGEN DEMAND OR COD — A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CITY — The City of Neosho or the City Council of Neosho, Missouri.

COMPATIBLE POLLUTANT — Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus, any additional pollutants identified in the publicly owned treatment work's NPDES Permit, where the publicly owned treatment work is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the POTW's NPDES Permit.

CONTROL AUTHORITY— The term “control authority” shall refer to the City of Neosho.

COOLING WATER — The water discharged from any use such as air-conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DIRECT DISCHARGE — The discharge of treated or untreated wastewater directly to the waters of the State of Missouri.

DAILY MAXIMUM — The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT — The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic measurement of the pollutant concentration derived from all measurements taken that day.

ENVIRONMENTAL PROTECTION AGENCY or EPA — The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

EXISTING SOURCE — Any source of discharge that is not a “New Source.”

GRAB SAMPLE — A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

HOLDING TANK WASTE — Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INCOMPATIBLE POLLUTANT — All pollutants other than "*compatible pollutants*" as defined above.

INDIRECT DISCHARGE OR DISCHARGE — The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER — A source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act (33 USC 1342).

INSTANTANEOUS LIMIT — The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE — A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

LOCAL LIMIT — Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

MEDICAL WASTE — Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MONTHLY AVERAGE — The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

MONTHLY AVERAGE LIMIT — The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM OR NPDES PERMIT — A permit issued pursuant to Section 402 of the Act (33 USC 1342).

NEW SOURCE

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:

- a. The building, structure, facility or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
2. Construction on a site on which is an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Subsection 1 (b or c) above but otherwise alters, replaces, or adds to existing process or production equipment.
3. Construction of a *"new source"* as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin as part of a continuous on-site construction program:
 - (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work, including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

NONCONTACT COOLING WATER — Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

PASS THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

PERSON — Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

pH — A measure of the acidity or alkalinity of a solution, expressed in standard units.

POLLUTANT — Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POLLUTION — The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

PRETREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

PRETREATMENT REQUIREMENTS — Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

PRETREATMENT STANDARDS or STANDARDS — Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES — Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 705.570 of this ordinance.

PUBLICLY OWNED TREATMENT WORKS or POTW — A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

SEWAGE — Human excrement and gray water (kitchen, laundry, bathing, dishwashing operations, etc.).

SIGNIFICANT INDUSTRIAL USER (SIU) — A Significant Industrial User is:

1. An Industrial User subject to categorical Pretreatment Standards; or
2. An Industrial User that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process

wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

- b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
3. The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
- a. The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
 - b. The Industrial User annually submits the certification statement required in Section 705.540(K) [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
 - c. The Industrial User never discharges any untreated concentrated wastewater.

SLUG LOAD or SLUG DISCHARGE — Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 705.570 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) — A classification pursuant to the "Standard Industrial Classification Manual" issued by the Executive Office of the President, Office of Management and Budget, 1972.

STATE — State of Missouri.

STORM WATER — Any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

SUPERINTENDENT — The person designated by the City to supervise the operation of publicly owned treatment works and who is charged with certain duties and responsibilities by this Article, or his/her duly authorized representative.

SUSPENDED SOLIDS — The total suspended matter that floats on the surface of, or is

suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

TOTAL TOXIC ORGANICS — The summation of all quantifiable values greater than .01 mg/l for the following toxic organics; refer to Federal Register Volumes 48 to 132, Friday, July 15, 1983, Subpart A. Metal Finishing Subcategory, Section 433.11(e) TTO.

TOXIC POLLUTANT — Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provision of CWA 307(a) or other acts.

WASTEWATER — Liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER TREATMENT PLANT or TREATMENT PLAN — That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

B. *Abbreviations.* The following abbreviations shall have the designated meanings:

1. *BMP*: Best management practice
2. *BMR*: Baseline monitoring report
3. *BOD*: Biochemical oxygen demand
4. *CFR*: Code of Federal Regulations
5. *COD*: Chemical oxygen demand
6. *EPA*: Environmental Protection Agency
7. *gpd*: Gallons per day
8. *IU*: Industrial user
9. *l*: Liter
10. *mg*: Milligrams
11. *mg/l*: Milligrams per liter
12. *NPDES*: National Pollutant Discharge Elimination System
13. *POTW*: Publicly owned treatment works
14. *RCRA*: Resource Conservation and Recovery Act
15. *SIC*: Standard industrial classification

16. *SIU*: Significant Industrial User

17. *SWDA*: Solid Waste Disposal Act, USC 6901 et seq.

18. *USC*: United States Code

19. *TSS*: Total suspended solids

20. *TTO*: Total toxic organics

Section 705.030. Application of Article. [CC 1979 §30-18; Ord. No. 1229 Ch. VII §1, 7-17-1984; Ord. No. 92-1 §30-18, 1-7-1992]

- A. All provisions of this Article shall apply to sanitary sewage and industrial wastes except as stipulated herein.
- B. All requirements of this Article apply to sewage being discharged into either a sanitary sewer or a storm sewer.

Section 705.040. Use of City System Declared Privilege. [CC 1979 §30-19; Ord. No. 1229 Ch. VII §2, 7-17-1984; Ord. No. 92-1 §30-19, 1-7-1992]

The use of the sewers and drains of the City for the purpose of removing sanitary sewage and industrial waste from property situated outside the City limits is hereby declared to be a privilege.

Section 705.050. Compliance Required. [CC 1979 §30-20; Ord. No. 1229 Ch. IV §1, 7-17-1984; Ord. No. 92-1 §30-20, 1-7-1992]

It shall be unlawful to discharge without a City permit to any natural outlet within the City or in any area under the jurisdiction of the City, or to the POTW any wastewater except as authorized by the Superintendent in accordance with the provisions of this Article.

Section 705.060. Sanitary Toilet Required in Sewer District, Etc. [CC 1979 §30-21; Ord. No. 1229 Ch. VII §3, 7-17-1984; Ord. No. 92-1 §30-21, 1-7-1992]

The owner of every building in which persons live or have their occupation and located within a sewer district shall maintain a sanitary toilet, connected with a sanitary sewer, for the use of the occupants of such building. The computation of such one hundred (100) feet shall mean one hundred (100) feet from the property line nearest the sewer main.

Section 705.070. Unlawful Deposits Generally. ¹ [CC 1979 §30-22; Ord. No. 1229 Ch. VII §4, 7-17-1984; Ord. No. 92-1 §30-22, 1-7-1992]

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City any human or animal excrement, garbage or other objectionable

waste.

Section 705.080. Protection of System From Damage.² [CC 1979 §30-23; Ord. No. 1229 Ch. VII §8, 7-17-1984; Ord. No. 92-1 §30-23, 1-7-1992]

- A. All regulations pertaining to building sewers and connections shall be governed by this Code.
- B. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Section 705.090. Falsifying Information. [CC 1979 §30-24; Ord. No. 1229 Ch. VI §2, 7-17- 1984; Ord. No. 92-1 §30-24, 1-7-1992]

¹. Cross Reference — Depositing slops, septage, etc., on streets or sidewalks, §215.570.

². Cross Reference — Destruction of property, generally, §215.270 et seq.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Article, or Wastewater Discharge Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than three (3) months, or by both such fine and imprisonment.

Section 705.100. Confidential Information. [CC 1979 §30-25; Ord. No. 1229 Ch. IV §8, 7-17- 1984; Ord. No. 92-1 §30-25, 1-17-1992]

- A. Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other Governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.
- B. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to Governmental agencies for uses related to this Article, the NPDES Permit, State Disposal System Permit and/or the pretreatment programs; however, such portions of a report shall be available for use by the State or any State Agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
- C. Information accepted by the City as confidential shall not be transmitted to any

Governmental agency (except EPA) or to the general public by the City until and unless a ten-day notification is given to the user.

ARTICLE II Enforcement

Section 705.110. Civil Penalties. [CC 1979 §30-31; Ord. No. 1229 Ch. VI §1, 7-17-1984; Ord. No. 92-1 §30-31, 1-7-1992]

- A. A User who has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The Superintendent may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- C. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

Section 705.120. Notification of Violation. [CC 1979 §30-32; Ord. No. 1229 Ch. V §3, 7-17-1984; Ord. No. 92-1 §30-32, 1-7-1992]

Whenever the City finds that any user has violated or is violating this Article, Wastewater Discharge Permit, or any prohibition, limitation or requirements contained herein, the City may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the City by the user.

Section 705.130. Show-Cause Hearing. [CC 1979 §30-33; Ord. No. 1229 Ch. V §4, 7-17-1984; Ord. No. 92-1 §30-33, 1-7-1992]

- A. The City may order any user who causes or allows an unauthorized discharge to show cause before the City Council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the City Council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the City Council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing.

Service may be made on any agent or officer of a corporation.

- B. The City Council may itself conduct the hearing and take evidence, or may designate any of its members or any officer or employee of the City to:
 - 1. Issue in the name of the City Council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - 2. Take the evidence;
 - 3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the City Council for action thereon.
- C. At any hearing held pursuant to this Article, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
- D. After the City Council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further order and directives as are necessary and appropriate may be issued.

Section 705.140. Legal Action. [CC 1979 §30-34; Ord. No. 1229 Ch. V §5, 7-17-1984; Ord. No. 92-1 §30-34, 1-7-1992]

If any person is found in violation of the provisions of this Article, Federal or State pretreatment requirements or any order of the City, the City Attorney may commence an action for appropriate legal and/or equitable relief in the Circuit Court of this County.

Section 705.150. Suspension of Permit or Service. [CC 1979 §30-35; Ord. No. 1229 Ch. V §1, 7-17-1984; Ord. No. 92-1 §30-35, 1-7-1992]

The Superintendent may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Superintendent may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any

individuals. The Superintendent may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Superintendent that the period of endangerment has passed.

- B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause hearing under Sections 705.130 of this ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

Section 705.160. Revocation of Permit. [CC 1979 §30-36; Ord. No. 1229 Ch. V §2; 7-17-1984; Ord. No. 92-1 §30-36, 1-7-1992]

The City is authorized to revoke a User's permit, in accordance with the procedures of this section, in order to end all undesirable new or increased discharges or for good cause, including, but not limited to, the reasons listed in Section 705.531 of this Ordinance.

Section 705.170. Publication Users in Significant Non-Compliance. [CC 1979 §30-37; Ord. No. 92-1 §30-37, 1-7-1992]

- A. The City shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs C, D, or H of this Section) and shall mean:
1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of measurements taken for the same pollutant parameter during a 6-month period exceed a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, by any amount.
 2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
 3. Any other violation of a Pretreatment Standard or Requirement as defined by Section II (Daily Maximum, long term average, Instantaneous Limit, or narrative standard) that the City believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of City personnel or the general public).

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge Permit or enforcement order for starting construction, completing construction or attaining final compliance.
6. Failure to provide, within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
7. Failure to accurately report non-compliance.
8. Any other violation(s), which may include a violation of Best Management Practices, which the City determines will adversely affect the operation or implementation of the local pretreatment program.

ARTICLE III
Building Sewers and Connections

Section 705.180. When Connections Required. [CC 1979 §30-39; Ord. No. 92-1 §30-39, 1-7- 1992; Ord. No. 96-62 §1, 12-17-1996]

- A. All persons and property owners owning dwelling houses or buildings within the City, which buildings are, or shall be, located within two hundred (200) feet of a sewer, or in a block through which a sewer extends, shall make such connections with such sewer as may be necessary in the judgment of the City, for the purpose of disposing of all substances from any such building affecting the public health that may be lawfully and properly disposed of by means of such sewer.
- B. The City may require property owners owning dwelling houses or buildings within the City which are located more than two hundred (200) feet of a sewer or outside a block through which a sewer extends to connect to such sewer when in the judgment of the City the public sewer is reasonably accessible. The public sanitary sewer shall be considered reasonably accessible when the total cost of connection to the public sewer does not exceed the cost of a private sanitary sewer system by more than fifty percent (50%) as determined by the City Engineer, who shall determine such costs taking into consideration the following:
 1. The cost of extending and installing the public sanitary sewer to the center of the street abutting upon the property to be served plus the cost of installing and connecting four (4) inch sewer service lines to the sewer main and running the same to a point four (4) feet outside the buildings to be served on said property.

2. The cost of a private sanitary sewer system for such property shall be determined considering the use of a concrete septic tank of one thousand one hundred (1,100) gallon minimum capacity, one (1) concrete distribution box and a minimum of two hundred (200) feet of field tile, all installed in accordance with acceptable standards.
- C. All such sewer connections as ordered by the City in accordance with the provisions of this Section shall be in full compliance with the requirements of the provisions of the Plumbing Code of the City.

Section 705.190. Connections by City Upon Owner's Failure to Connect — Collection of Costs. [CC 1979 §30-40; Ord. No. 92-1 §30-40, 1-7-1992]

If any person required to connect the sewer system pursuant to Section 705.260 shall fail, neglect or refuse to connect any building with the sewer system as aforesaid and as herein provided for, for more than thirty (30) days after being notified in writing by the City, then the City may advertise for bids for the construction and making of such sewer connection and may contract therefor with the lowest responsible bidder or bidders and cause such premises to be connected with the sewer system; and the costs and expenses thereof shall be assessed against the property and premises to be connected.

Section 705.200. Permit. [CC 1979 §30-41; Ord. No. 1229 Ch. VIII §1, 7-17-1984; Ord. No. 92-1 §30-41, 1-7-1992; Ord. No. 93-23 §2, 6-15-1993]

- A. There shall be one (1) building sewer permit covering contributors of sanitary sewage, as well as establishments producing industrial wastes.
- B. The person or his/her agent shall make application on a special form furnished by the City. Connection and inspection fee of twenty-five dollars (\$25.00) must accompany the application.
- C. The permit application shall be supplemented by any plan, specification or other information considered pertinent in the judgment of the approving authority.
- D. *Connection Fees.*
 1. Any person making application to connect to an active Sewer District, shall before connection to the sewer main, pay to the City of Neosho the amount of the principal charged per connection to the original sewer district members. Any sewer main extension making connection to an active sewer district line shall pay a connection fee for each platted lot prior to connection. These fees shall be applied to any remaining debt of the sewer district to which the connection is made. If the remaining debt is less than the total amount of the hook-up fee, the lesser amount shall apply.
 2. The connection fee for Sewer District Number 17, also known as Macy Area Sewer District, will be four thousand two hundred dollars (\$4,200.00) per connection.

Section 705.210. Application for Service. [CC 1979 §30-42; Ord. No. 1229 Ch. VIII §2, 7-17-1984; Ord. No. 92-1 §30-42, 1-7-1992]

Any person desiring or needing sewerage service from the City shall make written application for such service with the approving authority. The applicant shall state all information necessary to both the billing office and the Service Department, and shall agree to comply with all provisions of this Article and with any other ordinance affecting sewer services.

Section 705.220. Costs to Be Borne by the User. [CC 1979 §30-43; Ord. No. 1229 Ch. VIII §4, 7-17-1984; Ord. No. 92-1 §30-43, 1-7-1992]

All costs and expense incident to the installation and connection of the building sewer shall be borne by the person using the sewerage system. The person shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 705.230. Work to Be Performed by Licensed, Bonded Plumbers — Exception. [CC 1979 §30-44; Ord. No. 1229 Ch. VIII §3, 7-17-1984; Ord. No. 92-1 §30-44, 1-7-1992]

Only a plumber duly licensed by the City as a plumber and who has furnished a bond as required by ordinances of the City shall do plumbing work in connection with the sewer system of the City as herein provided, except that this Section shall not apply to persons who are under employment by the City.

Section 705.240. Separate Building Sewer Required for Each Building — Exception. [CC 1979 §30-45; Ord. No. 1229 Ch. VIII §5, 7-17-1984; Ord. No. 92-1 §30-45, 1-7-1992]

A separate and independent building sewer shall be provided for every building, except buildings of common ownership and control may use a common building sewer.

Section 705.250. When Use of Old Building Sewers Permitted. [CC 1979 §30-46; Ord. No. 1229 Ch. VIII §6, 7-17-1984; Ord. No. 92-1 §30-46, 1-7-1992]

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the authority, to meet all requirements of this Article.

Section 705.260. Size, Slope, Alignment, Materials, and Installation Methods. [CC 1979 §30-47; Ord. No. 1229 Ch. VIII §7, 7-17-1984; Ord. No. 92-1 §30-47, 1-7-1992]

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and the Plumbing Code or other applicable rules and regulations of the City.

Section 705.270. Elevation. [CC 1979 §30-48; Ord. No. 1229 Ch. VIII §8, 7-17-1984; Ord. No. 92-1 §30-48, 1-7-1992]

Whenever possible, the building sewer shall be brought to the building at an elevation

below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Section 705.280. Connection to Public Sewer. [CC 1979 §30-49; Ord. No. 1229 Ch. VIII §9, 7-17-1984; Ord. No. 92-1 §30-49, 1-7-1992]

The connection of the building sewer into the public sewer shall be made by using a "Fowler Quick Way Sewer Tap" or a similar type connection as approved by the City Building Inspector. All such connections shall be made gastight and watertight.

ARTICLE IV Mains

Section 705.290. Conformance to State Standards — Connection of Unapproved Mains, Etc., to City System Prohibited. [CC 1979 §30-56; Ord. No. 1229 Ch. IX §5, 7-17-1984; Ord. No. 92-1 §30-56, 1-7-1992]

- A. All sewer mains and sewer lines constructed after June 6, 1955, for connection with the sewer system of the City shall be constructed in accordance with the standards and requirements of the State Clean Water Commission.
- B. After such date, no sewer main or sewer line not approved by the State Clean Water Commission shall be connected with the City sewer system, nor shall a sewer line not approved by such commission be connected to a private sewer line which is in turn connected with the City sewer system.

Section 705.300. Application for Extension. [CC 1979 §30-57; Ord. No. 1229 Ch. IX §1, 7-17-1984; Ord. No. 92-1 §30-57, 1-7-1992]

Upon written application to the City Collector, any person may make a request for the extension of sewer mains and lines in the streets, alleys or easements within the City in order to permit connections with persons desiring sewer service where existing sewer lines are within reasonable distance for such construction.

Section 705.310. Construction Plan — Costs. [CC 1979 §30-58; Ord. No. 1229 Ch. IX §2, 7-17-1984; Ord. No. 92-1 §30-58, 1-7-1992]

The person or persons desiring a main extension will be responsible for the total cost of extending the sewer main. Contractors must be approved by the City prior to commencement of work. A profile map showing the location, depth, length, etc., must be approved by the City and State prior to construction.

Section 705.320. Determination of Kind and Size of Lines, Etc. [CC 1979 §30-59; Ord. No. 1229 Ch. IX §4, 7-17-1984; Ord. No. 92-1 §30-59, 1-7-1992]

The Water and Sewer Department, under the direction of the City Manager, shall determine the kind and size of sewer lines and appurtenances needed to adequately serve the City; and applicants who make their deposits and desire service under this Article are hereby

advised of the same.

Section 705.330. Mains to Be Under City Management Upon Completion. [CC 1979 §30-60; Ord. No. 1229 Ch. IX §3, 7-17-1984; Ord. No. 92-1 §30-60, 1-7-1992]

Upon the completion of the construction of any mains and lines pursuant to this Article, the same shall become under the sole and exclusive management of the City.

ARTICLE V Private Sewage Disposal

Section 705.340. When Required. [CC 1979 §30-66; Ord. No. 1229 Ch. X §1, 7-17-1984; Ord. No. 92-1 §30-66, 1-7-1992]

Where a public sanitary sewer is not available under the provisions of this Article, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Article.

Section 705.350. Permits and Percolation Test. [CC 1979 §30-67; Ord. No. 1229 Ch. X §2, 7-17-1984; Ord. No. 92-1 §30-67, 1-7-1992]

- A. *Prerequisite to Commencement of Construction.* Before commencement of construction of a private sewage disposal system, the person shall first obtain a written permit signed by the approving authority. A percolation test is required for all systems employing subsurface soil absorption facilities. The facility must be installed accordingly.
- B. *Application.* The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications and other information as deemed necessary by the approving authority.
- C. *Approval by Other Agencies Prerequisite to Issuance.* Before such a permit is issued by the City, the applicant must obtain approval of any State, Federal, or other local agency which has jurisdiction over the operation and construction of such system.
- D. *Inspection and Approval by Approving Authority Prerequisite to Effectiveness.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He/she shall be allowed to inspect the work at any stage of construction; and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered.
- E. *Issuance Restricted When Lot Is Under Certain Size.* No permit by this Section shall be issued for any system employing subsurface soil absorption facilities where the area of the lot is less than fifteen thousand (15,000) square feet.

Section 705.360. Type, Capacities, Location and Layout. [CC 1979 §30-68; Ord. No. 1229 Ch. X §3, 7-17-1984; Ord. No. 92-1 §30-68, 1-7-1992]

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the regulating agency of the State.

Section 705.370. Discharges to Natural Outlets. [CC 1979 §30-69; Ord. No. 1229 Ch. X §5, 7-17-1984; Ord. No. 92-1 §30-69, 1-7-1992]

No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Section 705.380. Excavations. [CC 1979 §30-70; Ord. No. 1229 Ch. X §4, 7-17-1984; Ord. No. 92-1 §30-70, 1-7-1992]

All materials thrown from trenches and other excavations made for the purpose of laying private sewers to connect with the district sewers shall be placed as not to obstruct travel or cause inconvenience to the public or adjoining owners. Proper barriers and lights shall be maintained in the manner provided by this Code. In backfilling, the dirt shall carefully be rammed or flooded so as to keep the pipe in position and avoid settling; and no rock shall be used in filling until there has been one (1) foot of fine earth or gravel placed over the pipe.

Section 705.390. Operation and Maintenance. [CC 1979 §30-71; Ord. No. 1229 Ch. X §6, 7-17-1984; Ord. No. 92-1 §30-71, 1-7-1992]

The contributor shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

ARTICLE VI Service Charges

Section 705.400. Purpose of Cost-Recovery Charges. [CC 1979 §30-81; Ord. No. 1229 Ch. III §§1, 2, 7-17-1984; Ord. No. 92-1 §30-81, 1-7-1992]

- A. It is the purpose of this Article to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be as set forth by the City's schedule of charges and fees.
- B. The City may adopt charges and fees, which may include:
 - 1. Fees for reimbursement of costs of setting up and operating the City's pretreatment program.
 - 2. Fees for monitoring, inspections and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users.
 - 3. Fees for reviewing accidental discharge procedures and construction.
 - 4. Fees for permit applications including the cost of processing such applications.

5. Fees for filing appeals.
 6. Fees for consistent removal by the City of pollutants otherwise subject to Federal Pretreatment Standards.
 7. Fees to recover administrative and legal costs (not included in Section 705.400(B)(2) associated with the enforcement activity taken by the Superintendent to address IU noncompliance; and
 8. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the City.
- C. These fees relate solely to the matters covered by this Article and are separate from all other fees chargeable by the City. Fees will be based on actual costs to the City.

Section 705.410. To Whom Charges Applicable. [CC 1979 §30-82; Ord. No. 1229 Ch. III §3, 7-17-1984; Ord. No. 92-1 §30-82, 1-7-1992]

The sewer service charge shall be applicable to all persons having a sewer connection directly or indirectly with the sewerage system of the City.

Section 705.420. Billing Procedures. [CC 1979 §30-83; Ord. No. 1229 Ch. XI §6, 7-17-1984; Ord. No. 92-1 §30-83, 1-7-1992]

- A. It shall be the duty of the City to prepare and mail to each customer a statement of the sewer service charge, and sewer surcharge.
- B. Any sewer surcharge resulting from Section 705.460(B) shall be shown on the utility bill as a separate item, which shall show the amount of the sewer surcharge and shall be payable at the same time as the sewer service charge.

Section 705.430. When Bills Due — Discontinuance of Service. [CC 1979 §30-84; Ord. No. 1229 Ch. XI §7, 7-17-1984; Ord. No. 92-1 §30-84, 1-7-1992; Ord. No. 116-2002 §1, 9-26-2002]

- A. All bills for sewer service shall be due and payable on or before the fifteenth (15th) day of each month following billing and will be charged with the water bill. If payment is not made within seven (7) days following the date on which the bill becomes due and payable, service may be discontinued by the City.
- B. In the event payment is not made on or before the fifteenth (15th) day of the month on which a bill becomes due and payable, a penalty in the amount of twelve percent (12%) (minimum charge one dollar twenty-five cents (\$1.25)) of the sewer revenue over due shall be charged to the consumer's account by the City.
- C. The City may enforce collection of a delinquent account by the discontinuance of any other utility service furnished to the delinquent customer. A fee of ten dollars (\$10.00) shall be charged for such disconnection of service.

Section 705.440. Measurement of Sewage Flow. [CC 1978 §30-85; Ord. No. 1229 Ch. XI §4, 7-17-1984; Ord. No. 92-1 §30-85, 1-7-1992]

Except as otherwise provided in Section 705.450(D) the gallons of sewage shall be determined as being identical to the gallons of water purchased. Should any contributor desire to meter actual sewage flow in lieu of using water meter flows, the contributor may, at his/her own expense, install, maintain and operate a totalizing sewage flow meter.

Section 705.450. Classification of Users — Monthly Service Charges. [CC 1979 §30-86; Ord. No. 1229 Ch. XI §§1, 2, 7-17-1984; Ord. No. 85-1 §1, 1-8-1985; Ord. No. 87-25 §1, 9-29-1987; Ord. No. 92-1 §30-86, 1-7-1992; Ord. No. 92-27 §1, 7-7-1992; Ord. No. 93-40 §1, 9-23-1993; Ord. No. 94-28 §1, 9-20-1994; Ord. No. 95-44 §1, 9-19-1995; Ord. No. 96-44 §1, 9-17-1996; Ord. No. 97-35 §1, 9-30-1997; Ord. No. 98-35 §1, 9-15-1998; Ord. No. 99-33 §1, 9-21-1999; Ord. No. 37-2000 §1, 9-19-2000; Ord. No. 82-2001 §1, 9-18-2001; Ord. No. 117-2002 §1, 9-26-2002; Ord. No. 151-2003 §1, 9-23-2003; Ord. No. 257-2006 §1, 9-5-2006; Ord. No. 308-2007 §1, 9-18-2007; Ord. No. 350-2008 §1, 9-16-2008; Ord. No. 384-2009 §1, 4-21-2009]

- A. All persons, firms or corporations having a connection directly or indirectly with the sewer system of the City are hereby classified as "*residential users*" and "*other users*."
- B. "*Residential users*" are hereby defined as residential dwelling units serving not more than two (2) families on a single sewer connection.
- C. "*Other users*" shall include all persons, firms or corporations having a sewer connection directly or indirectly with the sewerage system of the City.
- D. The monthly sewer service charge to residential users shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons.
- E. The monthly service charge to "other users" shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons thereafter.
- F. Hotels, motels, hospitals, schools, rest homes, multi-residential units, apartments, mobile home parks, multi-business units and office buildings having only one (1) water account shall be charged the normal monthly sewer service charge as provided for in Subsection(E) hereof.
- G. Hotels, motels, hospitals, schools and rest homes shall not be included in the multi-residential or multi-business provisions but shall be charged the normal sewer service charge.

Section 705.460. Surcharge for Certain Wastes. [CC 1979 §30-87; Ord. No. 1229 Ch. XI §5, 7-17-1984; Ord. No. 92-1 §30-87, 1-7-1992; Ord. No. 93-6 §1, 2-23-1993; Ord. No. 385-2009 §1, 4-21-2009; Ord. No. 411-2009 §1, 9-1-2009; Ord. No. 488-2011 §1, 11-15-2011]

A. When the suspended solids or BOD content of sewage exceed the normal sewage concentrations of these constitutes, a sewage surcharge shall be levied as follows:

1. Suspended solids in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
1. Suspended solids in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
1. Suspended solids in excess of 250 mg/l, \$0.16 per lb. beginning October 1, 2011.
2. BOD content in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
2. BOD content in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
2. BOD content in excess of 250 mg/l, \$0.20 per lb. beginning October 1, 2011.

This charge will be in addition to the monthly minimum plus volumetric charges.

B. Any contributor may, if so desired, treat so as to reduce either the excess suspended solids or BOD, or both, to normal levels before discharging such sewage into the public sewers. The surcharge fee is to be based on actual cost of treatment, adjusted biennially.

Section 705.470. Hauled Waste. [CC 1979 §30-88; Ord. No. 92-1 §30-88, 1-7-1992; Ord. No. 488-2011 §2, 11-15-2011]

Hauled waste will be charged at a value of twenty dollars (\$20.00) per one thousand (1,000) gallons.

ARTICLE VII Administration

Section 705.480. Individual Wastewater Discharge Permit Requirement. [CC 1979 §30-101; Ord. No. 1229 Ch. IV §2.1, 7-17-1984; Ord. No. 92-1 §30-101, 1-7-1992]

- A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the Superintendent, except that a Significant Industrial User that has filed a timely application pursuant to Section 705.482 of this ordinance may continue to discharge for the time period specified therein.
- B. The Superintendent may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this ordinance.
- C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Article II of this ordinance. Obtaining an individual

wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

Section 705.481. Wastewater Analysis.

When requested by the Superintendent, a User must submit information on the nature and characteristics of its wastewater within fifteen (15) days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Section 705.482. Individual Wastewater Discharge Permitting: Existing Connections.

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Superintendent for an individual wastewater discharge permit in accordance with Section 705.490 of this ordinance, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date of this ordinance except in accordance with an individual wastewater discharge permit issued by the Superintendent.

Section 705.483. Individual Wastewater Discharge Permitting: New Connections.

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 705.490 of this ordinance, must be filed at least one hundred and twenty (120) days prior to the date upon which any discharge will begin or recommence.

Section 705.490. Individual Wastewater Discharge Permit Application Contents. [CC 1979 §30-102; Ord. No. 1229 Ch. IV §2.2, 7-17-1984; Ord. No. 92-102 §30-102, 1-7-1992]

- A. All Users required to obtain an individual wastewater discharge permit must submit a permit application accompanied by a fee of fifty dollars (\$50.00). The Superintendent may require Users to submit all or some of the following information as part of a permit application:
 - 1. Identifying Information.
 - a. The name and address of the facility, including the name of the operator and owner.
 - b. Contact information, description of activities, facilities, and plant production processes on the premises;
 - 2. Environmental Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations.

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
- b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- d. Type and amount of raw materials processed (average and maximum per day);
- e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

4. Time and duration of discharges;

5. The location for monitoring all wastes covered by the permit;

6. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 705.600(A)(3) (40 CFR 403.6(e)).

7. Measurement of Pollutants.

- a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process.
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 705.540(G) of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

e. Sampling must be performed in accordance with procedures set out in Section 705.540(H) of this ordinance.

8. Any other information as may be deemed necessary by the Superintendent to evaluate the permit application.

B. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Section 705.491. Application Signatories and Certifications.

A. All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 705.540(J)

B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Superintendent prior to or together with any reports to be signed by an Authorized Representative.

C. A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) must annually submit the signed certification statement in Section 705.540(K). [Note: See 40 CFR 403.3(v)(2)]

Section 705.492. Individual Wastewater Discharge Permit Decisions.

The Superintendent will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete permit application, the Superintendent will determine whether to issue an individual wastewater discharge permit. The Superintendent may deny any application for an individual wastewater discharge permit.

Section 705.500. Individual Wastewater Discharge Permit Contents. [CC 1979 §30-103; Ord. No. 1229 Ch. IV §2.4, 7-17-1984; Ord. No. 92-1 §30-103, 1-7-1992]

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual wastewater discharge permits must contain:

1. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
2. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 705.520 of this ordinance, and

provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
 4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
 5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
 6. Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.
- B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
 3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
 4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 5. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
 7. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and
 8. Other conditions as deemed appropriate by the Superintendent to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

Section 705.510. Individual Wastewater Discharge Permit Duration. [CC 1979 §30-104; Ord. No. 1229 Ch. IV §2.5, 7-17-1984; Ord. No. 92-1 §30-104, 1-7-1992]

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Superintendent. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

Section 705.520. Individual Wastewater Discharge Permit Transfer. [CC 1979 §30-105; Ord. No. 1229 Ch. IV §2.6, 7-17-1984; Ord. No. 92-1 §30-105, 1-7-1992]

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Superintendent and the Superintendent approves the individual wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

Section 705.530. Individual Wastewater Discharge Permit Modifications. [CC 1979 §30-106; Ord. No. 1229 Ch. IV §2.3, 7-17-1984; Ord. No. 92-1 §30-106, 1-7-1992]

- A. The Superintendent may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:
 - 1. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
 - 2. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
 - 3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - 4. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
 - 5. Violation of any terms or conditions of the individual wastewater discharge

Commented [RS1]:

permit;

6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application of in any required reporting;
7. Revision of or a grant of variance form categorical Pretreatment Standards pursuant to 40 CFR 403.13;
8. To correct typographical or other errors in the individual wastewater discharge permit; or
9. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 705.520.

Section 705.531. Individual Wastewater Discharge Permit Revocation.

The Superintendent may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 705.540(D) of this ordinance;
- C. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports and certification statements;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the Superintendent timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater

discharge permit or this ordinance.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

Section 705.532. Individual Wastewater Discharge Permit Reissuance.

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 705.490 of this ordinance, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

Section 705.533. Regulation of Waste Received from Other Jurisdictions.

- A. If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an intermunicipal agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph A, above, the Superintendent shall request the following information from the contributing municipality:
 - 1. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 - 2. An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
 - 3. Such other information as the Superintendent may deem necessary.
- C. An intermunicipal agreement, as required by paragraph A, above, shall contain the following conditions:
 - 1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 705.580 of this ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits;
 - 2. A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
 - 3. A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent.
 - 4. A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of

its pretreatment activities;

5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
6. Requirements for monitoring the contributing municipality's discharge;
7. A provision ensuring the Superintendent access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and
8. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

Section 705.540. Reporting Requirements for Permittee. [CC 1979 §30-107; Ord. No. 1229 Ch. IV §3, 7-17-1984; Ord. No. 92-1 §30-107, 1-7-1992; Ord. No. 96-55 §1, 11-5-1996]

A. Baseline Monitoring Report.

1. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant industrial users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Superintendent a report which contains the information listed in Subparagraph (2) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become industrial users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the City a report which contains the information listed in Subparagraph (2) below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.
2. Users described above shall submit the information set forth below.
 - a. All information required in Section 705.490(A)(1)(a), Section 705.490(A)(2), Section 705.490(A)(3)(a), and Section 705.490(A)(6).
 - b. Measurement of pollutants.
 - (1) The User shall provide the information required in Section 705.490(A)(7)(a) through (d).
 - (2) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - (3) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated

process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority.

- (4) Sampling and analysis shall be performed in accordance with Sections 705.540(G) and 705.540(H).
 - (5) The Superintendent may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
 - (6) The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.
- c. *Compliance Certification.* A statement, reviewed by the User's Authorized Representative as defined in Section 705.020 and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.
- d. *Compliance Schedule.* If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 705.540(B) of this ordinance.
- e. *Signature and Report Certification.* All baseline monitoring reports must be certified in accordance with Section 705.540(J) of this ordinance and signed by an Authorized Representative as defined in Section 705.020.

B. *Compliance Schedule Progress Reports.*

The following conditions shall apply to the compliance schedule required by Section 705.540(2)(d) of this ordinance:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and

conducting routine operation);

2. No increment referred to above shall exceed nine (9) months;
3. The User shall submit a progress report to the Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
4. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

C. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following the commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Superintendent a report containing the information described in Section 705.490(A)(6) and (7) and Section 705.540(A)(2)(b)(2) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 705.600, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 705.540(J) of this ordinance. All sampling will be done in conformance with Sections 705.540(G) and 705.540(H).

D. Periodic Compliance Reports.

1. Unless required more frequently in a Wastewater Discharge Permit issued by the City, all significant industrial users (SIUs) shall submit to the Superintendent during the months of June and December a periodic compliance report. The report shall contain the results of sampling and analysis of the discharge, including the flow rate and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable pretreatment standard. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User. The frequency of sampling and analysis shall be as prescribed in Section 705.540(H)(1). The reporting frequency for any industry may be altered by the Superintendent upon consideration of such factors as actual flow rates and pollutant concentrations, seasonal production schedules, etc.
2. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or in other cases where the imposition of mass limitations are appropriate. In such cases, the semi-annual self-monitoring report shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user.

3. All significant industrial users (SIUs) shall sample and analyze their wastewater discharge at the frequency stipulated in their Wastewater Discharge Permit. Monitoring shall consist of sampling the discharge and determining the nature and concentration of pollutants contained therein which are limited by the applicable pretreatment standard. Upon promulgation of a national categorical pretreatment standard for a particular industrial category containing more stringent monitoring requirements, the requirements of this Section shall immediately be superseded. The Superintendent shall notify all affected users of the more stringent requirements.
4. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
5. Periodic compliance reports shall contain the results of all sampling and analysis performed by the user during the period covered by the report. If sampling and analysis performed by the user indicates a violation of permit limitations, the user shall notify the POTW within twenty-four (24) hours of becoming aware of the violation. The user shall repeat the sampling and analysis and submit both analyses to the Superintendent within thirty (30) consecutive calendar days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.
6. The periodic compliance reports shall be based upon data obtained through appropriate sampling and analysis as described in Sections 705.540(G) and 705.540(H), performed during the period covered by the report, which data is representative of conditions occurring during the reporting periods.
7. The periodic compliance report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment standards or requirements.
8. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Superintendent, using the procedures prescribed in 705.540(H) of this ordinance, the results of this monitoring shall be included in the report. [Note: See 40 CFR 403.12(g)(6)]

E. Reports of Changed Conditions.

Each user must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

1. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 705.540(A) of this ordinance.
2. The Superintendent may issue an individual wastewater discharge permit under Section 705.532 of this ordinance or modify an existing wastewater discharge permit under Section 705.530 of this ordinance in response to changed conditions or anticipated changed conditions.
3. No industrial user shall implement the planned changed conditions until and unless the Superintendent has responded to the industrial user's notice.
4. For purposes of this requirement, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants, shall be deemed significant.

F. Reports of Potential Problems.

1. In the case of any discharge, including but not limited to accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 705.570, it is the responsibility of the industrial user to immediately telephone and notify the City of the incident. This notification shall include the location of discharge, type of waste, concentration and volume, if known, and corrective actions taken by the industrial user.
2. Within five (5) days following such discharge, the industrial user shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, civil penalties, or other liability which may be imposed by this Article or other applicable law.
3. Failure to notify the City of potential problem discharges shall be deemed a separate violation of this Article.
4. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in Subparagraph (1) above. Employers shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.
5. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a slug discharge.

G. Analytical Requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Superintendent or other parties approved by EPA.

H. Sample Collection.

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

1. Except as indicated in Subsections 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
3. For sampling required in support of baseline monitoring and 90-day compliance reports required in 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 705.540(B) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

I. Record Keeping Requirements.

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 705.580(C). Records shall include the date, exact place, method, and time of sampling, and

the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Superintendent.

J. Certification statement.

The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sections 705.491 and 705.500; Users submitting baseline monitoring reports under Section 705.540(A); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 705.540(C) and Users submitting periodic compliance reports required by Section 705.540(D). The following certification statement must be signed by an Authorized Representative as defined in Section 705.020.

1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations."
2. Signature of an authorized representative of the industrial user (as designed in 40 CFR 403.12(1)).

K. Annual Certification for Non-Significant Categorical Industrial Users.

A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) and 705.491(C) [Note: See 40 CFR 403.3(v)(2)]. must annually submit the following certification statement signed by an Authorized or Duly Authorized Representative of the User as described in 705.020(A) [Note: See 40 CFR 403.120(l)]. This certification must accompany an alternative report if required by the Superintendent:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

1. The facility described as _____ met the definition of a Non-Significant Categorical Industrial User;
2. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
3. The facility never discharged more than 100 gallons of total categorical wastewater

on any given day during this reporting period.

ARTICLE VIII
Discharge Limitations

Section 705.550. Unlawful Discharge to Natural Outlets or Areas Under City Jurisdiction. [CC 1979 §30-111; Ord. No. 1229 Ch. VII §5, 7-17-1984; Ord. No. 92-1 §30-111, 1-7-1992]

It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.

Section 705.560. Discharge of Unpolluted Drainage and Waters Restricted. [CC 1979 §30-112; Ord. No. 1229 Ch. VII §6, 7-17-1984; Ord. No. 92-1 §30-112, 1-7-1992]

- A. No person shall discharge or cause to be discharged any storm water, surface water, interior or exterior foundation drains, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer.
- B. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the approving authority.
- C. Industrial cooling water or unpolluted process waters may be discharged, upon approval by the approving authority, to a storm sewer or to a natural outlet.

Section 705.570. General Discharge Prohibitions. [CC 1979 §30-113; Ord. No. 1229 Ch. II §1, 7-17-1984; Ord. No. 92-1 §30-113, 1-7-1992]

- A. General Prohibitions: No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.
- B. Specific Prohibitions: No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - 1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
 - 2. Wastewater having a pH less than 6.0 or more than 9.5, or otherwise causing corrosive structural damage to the POTW or equipment;
 - 3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POT resulting in Interference but in no case solids greater than three inch(es) (3") or seven centimeter(s) (7 cm) in any dimension];

4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
5. Wastewater having a temperature greater than 150 degrees F (65degrees C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
8. Trucked or hauled pollutants, except at discharge points designated by the Superintendent.
9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
12. Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Superintendent;
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
14. Medical Wastes, except as specifically authorized by the Superintendent in an individual wastewater discharge permit;
15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
16. Detergents, surface active agents, or other substances which that might cause excessive foaming in the POTW;
17. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l;
18. Hazardous wastes as defined in 40 CFR Part 261.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Section 705.580. Specific Pollutant Limitations. [CC 1979 §30-114; Ord. No. 1229 Ch. II §4, 7-17-1984; Ord. No. 92-1 §30-114, 1-7-1992; Ord. No. 96-55 §2, 11-5-1996; Ord. No. 99-35 §1, 10-5-1999]

- A. The Superintendent is authorized to establish Local Limits pursuant to 40 CFR 403.5(c).
- B. Any waters or wastes containing the following substances to such a degree that the maximum concentration loading from all SIU's exceeds the limit specified in the table below. The Public Works Director will develop the permit limitations for all users that meet the definition of S.I.U. as defined by City Ordinance. The Table of Maximum Concentration Allowable is as follows:
Maximum Concentration Allowable (mg/l) from S.I.U.'s per Day.

No person shall discharge wastewater containing in excess of:

		Monthly Average (mg/l)	Daily Maximum (mg/l)
Arsenic	-	0.069	-
Cadmium	(T)	0.09	0.69
Copper	(T)	1	3.38
Chromium	(T)	1.55	2.77
Cyanide	(T)	0.042	1.2
Lead	(T)	0.4	0.69
Mercury	(T)	0.007	-
Nickel	(T)	*	3.98
Phenols	(T)	1	-
Silver	-	0.24	0.43
Zinc	(T)	1.48	2.61
Sulfate	-	**	-
pH	-	-	6.0 to 10.0
Oil and Grease	-	-	200
TTO (total toxic organics)	-	-	2.13

*Nickel — At no time shall the headworks of the POTW's (Shoal Creek, Crowder) exceed 1.778 lbs. per day from industrial sources.

**Sulfate — At no time shall the headworks of the POTW's combined exceed 1140 lbs. per day from industrial sources.

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to the concentration-based limitations above.

- C. The Superintendent may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 705.570.

Section 705.590. Dilution of Excessive Discharge. [CC 1979 §30-115; Ord. No. 1229 Ch. II §7, 7-17-1984; Ord. No. 92-1 §30-115, 1-7-1992]

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 705.600. Status of Federal Categorical Pretreatment Standards. [CC 1979 §30-116; Ord. No. 1229 Ch. II §2, 7-17-1984; Ord. No. 92-1 §30-116, 1-7-1992]

- A. Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter Subchapter N, Parts 405-471.
1. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with Sections 705.600(A)(4) and 705.600(A)(5).
 2. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Superintendent may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
 3. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Superintendent shall impose an alternate limit in accordance with 40 CFR 403.6(e).
 4. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Superintendent. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 705.600(A)(4)(a)(1) through 705.600(A)(4)(a)(5) below.
 - a. To be eligible for equivalent mass limits, the Industrial User must:
 - (1) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
 - (2) Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard,

and not have used dilution as a substitute for treatment;

- (3) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
 - (4) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
 - (5) Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.
- b. An Industrial User subject to equivalent mass limits must:
- (1) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
 - (2) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - (3) Continue to record the facility's production rates and notify the Superintendent whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph (A)(4)(a)(3) of this Section. Upon notification of a revised production rate, the Superintendent will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - (4) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph (A)(4)(a)(1) of this Section so long as it discharges under an equivalent mass limit.
- c. When developing equivalent mass limits, the Superintendent:
- (1) Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
 - (2) Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - (3) May retain the same equivalent mass limit in subsequent individual

wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 705.590.

5. The Superintendent may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Superintendent.
6. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.
7. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
8. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Superintendent within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Superintendent of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

Section 705.620. State Requirements. [CC 1979 §30-118; Ord. No. 1229 Ch. II §5, 7-17-1984; Ord. No. 92-1 §30-118, 1-7-1992]

Users must comply with State of Missouri Pretreatment Standards codified at 10 CSR 20-6.100.

Section 705.630. City's Right of Revision. [CC 1979 §30-119; Ord. No. 1229 Ch. II §6, 7-17-1984; Ord. No. 92-1 §30-119, 1-7-1992]

The City reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this ordinance.

Section 705.640. Pretreatment. [CC 1979 §30-120; Ord. No. 1229 Ch. IV §7, 7-17-1984; Ord. No. 92-1 §30-120, 1-7-1992]

- A. Users shall provide necessary wastewater treatment as required to comply with this Article and shall achieve compliance with all Federal categorical pretreatment standards within the time limitations as specified by the Federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be

submitted to the City for review and shall be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported and be acceptable to the City prior to the user's initiation of the changes.

Section 705.650. Interceptors. [CC 1979 §30-121; Ord. No. 1229 Ch. VII §7, 7-17-1984; Ord. No. 92-1 §30-121, 1-7-1992]

- A. Grease, oil or sand interceptors shall be provided by contributors when in the opinion of the approving authority they are necessary for the proper handling of liquid waste containing grease in excessive amounts or any flammable waste, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters of dwelling units.
- B. All interceptors shall be of an approved type and capacity which meets City and State Code requirements and shall be readily and easily accessible for cleaning and inspection.
- C. Where installed, all grease, oil or sand interceptors shall be owned and maintained in continuously efficient operation at all times by the contributor, at his/her expense.

Section 705.660. Monitoring Facilities. [CC 1979 §30-122; Ord. No. 1229 Ch. IV §5, 7-17-1984; Ord. No. 92-1 §30-122, 1-7-1992]

- A. The City shall require to be provided and operated at the user's own expense monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the City may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- B. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.

Section 705.670. Inspection and Sampling. [CC 1979 §30-123; Ord. No. 1229 Ch. IV §6, 7-17-1984; Ord. No. 92-1 §30-123, 1-7-1992]

City personnel shall inspect the facilities of any user to ascertain whether the purpose of this Article is being met and all requirements are being complied with. Persons or

occupants of premises where wastewater is created or discharged shall allow the personnel or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The City, approval authority and (where the NPDES State is the approval authority) the EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City, approval authority and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 705.680. Accidental Discharges. [CC 1979 §30-124; Ord. No. 1229 Ch. IV §8, 7-17-1984; Ord. No. 92-1 §30-124, 1-7-1992]

- A. *Prevention.* Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and shall be approved by the City before construction of the facility. All existing users shall complete [should have completed] such a plan by January 1, 1985. No user who commences contribution to the POTW after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet requirements of this Article. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.
- B. *Written Notice.* Within five (5) days following an accidental discharge, the user shall submit to the Superintendent a detailed written report as described in Section 705.540(F)(2) of this Ordinance.
- C. *Accidental Discharge/Slug Discharge Control Plans.* The Superintendent shall evaluate whether or not each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Superintendent may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Superintendent may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:
 - 1. Description of discharge practices, including nonroutine batch discharges;
 - 2. Description of stored chemicals;
 - 3. Procedures for immediately notifying the Superintendent of any accidental or Slug Discharge, as required by Section 705.540(F); and

4. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operation, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Chapter 705

SEWERS AND SEWAGE DISPOSAL

ARTICLE I

Generally

Section 705.010. Purpose and Policy. [CC 1979 §30-16; Ord. No. 1229 Ch. I §1, 7-17-1984; Ord. No. 92-1 §30-16, 1-7-1992]

- A. This Article sets forth uniform requirements for direct and indirect contributors into the Wastewater Collection and Treatment System for the City and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 CFR, Part 403).
- B. The objectives of this Article are:
 - 1. To prevent the introduction of pollutants into the municipal wastewater system or contaminate the resulting sludge;
 - 2. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
 - 3. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
 - 4. To provide for equitable distribution of the cost of the municipal wastewater system.
- C. This Article provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customer's capacity will not be pre-empted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- D. This Article shall apply to the City and to persons outside the City who are, by contract or agreement with the City, users of the City POTW. Except as otherwise provided herein, the Superintendent of the City POTW shall administer, implement, and enforce the provisions of this Article.

Section 705.020. Definitions and Abbreviations. [CC 1979 §30-17; Ord. No. 1229 Ch. I §§2, 3, 7-17-1984; Ord. No. 92-1 §30-17, 1-7-1992]

- A. *Specific Definitions:* Unless the context specifically indicates otherwise, the following terms and phrases as used in this Article shall have the meanings hereinafter designated:

ACT OR THE ACT — The Federal Water Pollution Control Act, also known as the

Clean Water Act, as amended, 33 USC 1251, et seq.

APPROVAL AUTHORITY — The director in an NPDES State with an approved State pretreatment program and the administrator of the EPA in a non-NPDES State or NPDES State without an approved State pretreatment program.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER

~~An authorized representative of an industrial user may be: —~~

- ~~1. A principal executive Officer of at least the level of Vice-President if the industrial user is a corporation; —~~
- ~~2. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; —~~
- ~~3. A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge operates. —~~

1. If the User is a corporation:

- a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
- b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

3. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

4. The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BEST MANAGEMENT PRACTICES OR BMPS — Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 705.570. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees (20°C) Celsius expressed in terms of weight and concentration (milligrams per liter).

BUILDING SEWER — A sewer conveying wastewater from the premises of a user to the POTW.

~~CATEGORICAL STANDARDS — National categorical pretreatment standards or pretreatment standard.~~

CATEGORICAL INDUSTRIAL USER — An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD — Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CHEMICAL OXYGEN DEMAND OR COD — A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CITY — The City of Neosho or the City Council of Neosho, Missouri.

COMPATIBLE POLLUTANT — Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus, any additional pollutants identified in the publicly owned treatment work's NPDES Permit, where the publicly owned treatment work is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the POTW's NPDES Permit.

~~CONTROL AUTHORITY — The term "control authority" shall refer to the "approval authority," defined hereinabove, or the Superintendent if the City has an approved pretreatment program under the provisions of 40 CFR 403.11.~~

CONTROL AUTHORITY — The term "control authority" shall refer to the City of Neosho.

COOLING WATER — The water discharged from any use such as air-conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DIRECT DISCHARGE — The discharge of treated or untreated wastewater directly to the waters of the State of Missouri.

DAILY MAXIMUM — The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT — The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic measurement of the pollutant concentration derived from all measurements taken that day.

~~ENVIRONMENTAL PROTECTION AGENCY, OR EPA — The U.S. Environmental Protection Agency; or, where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.~~

ENVIRONMENTAL PROTECTION AGENCY or EPA — The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

EXISTING SOURCE — Any source of discharge that is not a "New Source."

~~GRAB SAMPLE — A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.~~

GRAB SAMPLE — A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

HOLDING TANK WASTE — Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INCOMPATIBLE POLLUTANT — All pollutants other than "*compatible pollutants*" as defined above.

~~INDIRECT DISCHARGE — The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act (33 USC 1317) into the POTW (including holding tank waste discharged into the system).~~

INDIRECT DISCHARGE OR DISCHARGE — The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER — A source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act (33 USC 1342).

INSTANTANEOUS LIMIT — The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

~~INTERFERENCE — The inhibition or disruption of the POTW treatment processes or operations or which contributes to a violation of any requirement of the City's NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act, (33 USC 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those~~

~~contained in any State sludge management plan prepared pursuant to Title IV) applicable to the method of disposal or use employed by the POTW.~~

INTERFERENCE — A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

LOCAL LIMIT — Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

MEDICAL WASTE — Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MONTHLY AVERAGE — The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

MONTHLY AVERAGE LIMIT — The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

~~NATIONAL — CATEGORICAL — PRETREATMENT — STANDARD — OR PRETREATMENT STANDARD — Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (e) of the Act (33 USC 1317) which applies to a specific category of industrial users. (33 USC 1317)~~

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM OR NPDES PERMIT — A permit issued pursuant to Section 402 of the Act (33 USC 1342).

~~NATIONAL — PROHIBITIVE — DISCHARGE — STANDARD — OR — PROHIBITIVE DISCHARGE STANDARD — Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR 403.5.~~

NEW SOURCE

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located; or

- b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
2. Construction on a site on which is an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Subsection 1 (b or c) above but otherwise alters, replaces, or adds to existing process or production equipment.
3. Construction of a "new source" as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin as part of a continuous on-site construction program:
 - (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work, including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

NONCONTACT COOLING WATER — Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

~~PASS-THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge, is a cause of a violation of any requirement of the POTW's NPDES Permit (including an increase in the magnitude or duration of a violation). —~~

PASS THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges

from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

~~PERSON — Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust estate, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context. —~~

PERSON — Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

~~pH — The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution~~

pH — A measure of the acidity or alkalinity of a solution, expressed in standard units.

~~POLLUTANT — Any dredged spoil, spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water. —~~

POLLUTANT — Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POLLUTION — The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

~~PRETREATMENT OR TREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d). —~~

PRETREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

PRETREATMENT REQUIREMENTS — Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

PRETREATMENT STANDARDS or STANDARDS — Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES — Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 705.570 of this ordinance.

PUBLICLY OWNED TREATMENT WORKS or POTW — A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

SEWAGE — Human excrement and gray water (kitchen, laundry, bathing, dishwashing operations, etc.).

SIGNIFICANT INDUSTRIAL USER — All categorical industrial users. Any other industrial user which:

1. Discharges twenty-five thousand (25,000) gallons or more of process wastewater per day.
2. Contributes a process wastewater which makes up five percent (5%) or more of the dry weather average hydraulic or organic capacity of the treatment works.
3. Is designated as such by the "control authority".

SIGNIFICANT INDUSTRIAL USER (SIU) — A Significant Industrial User is:

1. An Industrial User subject to categorical Pretreatment Standards; or
2. An Industrial User that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
3. The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never

discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

- a. The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
- b. The Industrial User annually submits the certification statement required in Section 705.540(K) [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
- c. The Industrial User never discharges any untreated concentrated wastewater.

SLUG LOAD or SLUG DISCHARGE — Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 705.570 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) — A classification pursuant to the "Standard Industrial Classification Manual" issued by the Executive Office of the President, Office of Management and Budget, 1972.

STATE — State of Missouri.

STORM WATER — Any flow occurring during or following any form of natural precipitation and resulting from ~~therefrom~~ such precipitation, including snowmelt.

SUPERINTENDENT — The person designated by the City to supervise the operation of publicly owned treatment works and who is charged with certain duties and responsibilities by this Article, or his/her duly authorized representative.

SUSPENDED SOLIDS — The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

TOTAL TOXIC ORGANICS — The summation of all quantifiable values greater than .01 mg/l for the following toxic organics; refer to Federal Register Volumes 48 to 132, Friday, July 15, 1983, Subpart A. Metal Finishing Subcategory, Section 433.11(e) TTO.

TOXIC POLLUTANT — Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provision of CWA 307(a) or other acts.

~~**USER** — Any person who contributes, causes or permits the contribution of wastewater into the City's POTW.~~

USER OR INDUSTRIAL USER — A source of indirect discharge.

~~WASTEWATER — The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.~~

WASTEWATER — Liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER TREATMENT PLANT or TREATMENT PLAN — That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

~~WASTEWATER CONTRIBUTION PERMIT — As set forth in Section 705.480 et seq.~~

~~WATERS OF THE STATE — All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.~~

B. *Abbreviations.* The following abbreviations shall have the designated meanings:

1. *BMP*: Best management practice
2. *BMR*: Baseline monitoring report
3. *BOD*: Biochemical oxygen demand
4. *CFR*: Code of Federal Regulations
5. *COD*: Chemical oxygen demand
6. *EPA*: Environmental Protection Agency
7. *gpd*: Gallons per day
8. *IU*: Industrial user
9. *l*: Liter
10. *mg*: Milligrams
11. *mg/l*: Milligrams per liter
12. *NPDES*: National Pollutant Discharge Elimination System
13. *POTW*: Publicly owned treatment works
14. *RCRA*: Resource Conservation and Recovery Act

15. *SIC*: Standard industrial classification

16. *SIU*: Significant Industrial User

17. *SWDA*: Solid Waste Disposal Act, USC 6901 et seq.

18. *USC*: United States Code

19. *TSS*: Total suspended solids

20. *TTO*: Total toxic organics

Section 705.030. Application of Article. [CC 1979 §30-18; Ord. No. 1229 Ch. VII §1, 7-17-1984; Ord. No. 92-1 §30-18, 1-7-1992]

- A. All provisions of this Article shall apply to sanitary sewage and industrial wastes except as stipulated herein.
- B. All requirements of this Article apply to sewage being discharged into either a sanitary sewer or a storm sewer.

Section 705.040. Use of City System Declared Privilege. [CC 1979 §30-19; Ord. No. 1229 Ch. VII §2, 7-17-1984; Ord. No. 92-1 §30-19, 1-7-1992]

The use of the sewers and drains of the City for the purpose of removing sanitary sewage and industrial waste from property situated outside the City limits is hereby declared to be a privilege.

Section 705.050. Compliance Required. [CC 1979 §30-20; Ord. No. 1229 Ch. IV §1, 7-17-1984; Ord. No. 92-1 §30-20, 1-7-1992]

It shall be unlawful to discharge without a City permit to any natural outlet within the City or in any area under the jurisdiction of the City, or to the POTW any wastewater except as authorized by the Superintendent in accordance with the provisions of this Article.

Section 705.060. Sanitary Toilet Required in Sewer District, Etc. [CC 1979 §30-21; Ord. No. 1229 Ch. VII §3, 7-17-1984; Ord. No. 92-1 §30-21, 1-7-1992]

The owner of every building in which persons live or have their occupation and located within a sewer district shall maintain a sanitary toilet, connected with a sanitary sewer, for the use of the occupants of such building. The computation of such one hundred (100) feet shall mean one hundred (100) feet from the property line nearest the sewer main.

Section 705.070. Unlawful Deposits Generally. ¹ [CC 1979 §30-22; Ord. No. 1229 Ch. VII §4, 7-17-1984; Ord. No. 92-1 §30-22, 1-7-1992]

It shall be unlawful for any person to place, deposit or permit to be deposited in any

unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City any human or animal excrement, garbage or other objectionable waste.

Section 705.080. Protection of System From Damage.² [CC 1979 §30-23; Ord. No. 1229 Ch. VII §8, 7-17-1984; Ord. No. 92-1 §30-23, 1-7-1992]

- A. All regulations pertaining to building sewers and connections shall be governed by this Code.
- B. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Section 705.090. Falsifying Information. [CC 1979 §30-24; Ord. No. 1229 Ch. VI §2, 7-17-1984; Ord. No. 92-1 §30-24, 1-7-1992]

1. Cross Reference — Depositing slops, septage, etc., on streets or sidewalks, §215.570.

2. Cross Reference — Destruction of property, generally, §215.270 et seq.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Article, or Wastewater ~~Contribution~~ **Discharge** Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than three (3) months, or by both such fine and imprisonment.

Section 705.100. Confidential Information. [CC 1979 §30-25; Ord. No. 1229 Ch. IV §8, 7-17-1984; Ord. No. 92-1 §30-25, 1-17-1992]

- A. Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other Governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.
- B. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to Governmental agencies for uses related to this Article, the NPDES Permit, State Disposal System Permit and/or the pretreatment programs; however, such portions of a report shall be available for use by the State or any State Agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

- C. Information accepted by the City as confidential shall not be transmitted to any Governmental agency (except EPA) or to the general public by the City until and unless a ten-day notification is given to the user.

ARTICLE II Enforcement

Section 705.110. Civil Penalties. [CC 1979 §30-31; Ord. No. 1229 Ch. VI §1, 7-17-1984; Ord. No. 92-1 §30-31, 1-7-1992]

~~Any user who is found to have violated an order of the City Council or the orders, rules, regulations and permits issued hereunder shall be fined not less than five hundred dollars (\$500.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the City may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Article or the orders, rules, regulations, and permit issued hereunder.—~~

- A. ~~A User who has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.~~
- B. ~~The Superintendent may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.~~
- C. ~~In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.~~
- D. ~~Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.~~

Section 705.120. Notification of Violation. [CC 1979 §30-32; Ord. No. 1229 Ch. V §3, 7-17-1984; Ord. No. 92-1 §30-32, 1-7-1992]

Whenever the City finds that any user has violated or is violating this Article, Wastewater ~~Contribution Discharge~~ Permit, or any prohibition, limitation or requirements contained herein, the City may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the City by the user.

Section 705.130. Show-Cause Hearing. [CC 1979 §30-33; Ord. No. 1229 Ch. V §4, 7-17-

1984; Ord. No. 92-1 §30-33, 1-7-1992]

- A. The City may order any user who causes or allows an unauthorized discharge to show cause before the City Council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the City Council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the City Council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.
- B. The City Council may itself conduct the hearing and take evidence, or may designate any of its members or any officer or employee of the City to:
 - 1. Issue in the name of the City Council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - 2. Take the evidence;
 - 3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the City Council for action thereon.
- C. At any hearing held pursuant to this Article, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
- D. After the City Council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further order and directives as are necessary and appropriate may be issued.

Section 705.140. Legal Action. [CC 1979 §30-34; Ord. No. 1229 Ch. V §5, 7-17-1984; Ord. No. 92-1 §30-34, 1-7-1992]

If any person is found in violation of the provisions of this Article, Federal or State pretreatment requirements or any order of the City, the City Attorney may commence an action for appropriate legal and/or equitable relief in the Circuit Court of this County.

Section 705.150. Suspension of Permit or Service. [CC 1979 §30-35; Ord. No. 1229 Ch. V §1, 7-17-1984; Ord. No. 92-1 §30-35, 1-7-1992]

~~A. The City may suspend the wastewater treatment service and/or a Wastewater Contribution Permit when such suspension is necessary, in the opinion of the City, in order to stop an actual or threatened discharge which presents or may present an~~

~~imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the POTW, or causes the City to violate any condition of its NPDES Permit.—~~

- ~~B.—Any person notified of a suspension of the wastewater treatment service and/or the Wastewater Contribution Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The City shall reinstate the Wastewater Contributions Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the City within fifteen (15) days of the date of occurrence.—~~

The Superintendent may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Superintendent may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Superintendent may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Superintendent that the period of endangerment has passed.
- B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause hearing under Sections 705.130 of this ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

Section 705.160. Revocation of Permit. [CC 1979 §30-36; Ord. No. 1229 Ch. V §2; 7-17-1984; Ord. No. 92-1 §30-36, 1-7-1992]

- ~~A.—Any user who violates the following conditions of this Article or applicable State and Federal regulations is subject to having his/her permit revoked in accordance with the procedures of this Article:~~

1. ~~Failure of a user to factually report the wastewater constituents and characteristics of his/her discharge;—~~
2. ~~Failure of the user to report and get approval from the City before any significant changes in operations and wastewater constituents are made;—~~
3. ~~Refusal of reasonable access to the user's premises for the purposes of inspection or monitoring; or—~~
4. ~~Violation of conditions of the permit.——~~

The City is authorized to revoke a User's permit, in accordance with the procedures of this section, in order to end all undesirable new or increased discharges or for good cause, including, but not limited to, the reasons listed in Section 705.531 of this Ordinance.

Section 705.170. Publication of Industrial Users in Significant Non-Compliance. [CC 1979 §30-37; Ord. No. 92-1 §30-37, 1-7-1992]

- A. The City shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the ~~industrial~~ users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. ~~The term "significant non-compliance" shall mean:—~~ The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs C, D, or H of this Section) and shall mean:
1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of ~~wastewater~~ measurements taken for the same pollutant parameter during a 6-month period exceed a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, ~~the daily maximum limit or average limit for the same pollutant parameter~~ by any amount.
 2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, ~~of the daily maximum limit or the average limit~~ multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
 3. Any other ~~discharge~~ violation of a Pretreatment Standard or Requirement as defined by Section II (Daily Maximum, long term average, Instantaneous Limit, or narrative standard) that the City believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of City personnel or the general public).

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge Permit or enforcement order for starting construction, completing construction or attaining final compliance.
6. Failure to provide, within ~~thirty (30)~~ forty-five (45) days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports ~~with categorical Pretreatment Standard deadlines~~, periodic self-monitoring reports, and reports on compliance with compliance schedules.
7. Failure to accurately report non-compliance.
8. Any other violation(s), ~~which may include a violation of Best Management Practices~~, which the City determines will adversely affect the operation or implementation of the local pretreatment program.

ARTICLE III Building Sewers and Connections

Section 705.180. When Connections Required. [CC 1979 §30-39; Ord. No. 92-1 §30-39, 1-7- 1992; Ord. No. 96-62 §1, 12-17-1996]

- A. All persons and property owners owning dwelling houses or buildings within the City, which buildings are, or shall be, located within two hundred (200) feet of a sewer, or in a block through which a sewer extends, shall make such connections with such sewer as may be necessary in the judgment of the City, for the purpose of disposing of all substances from any such building affecting the public health that may be lawfully and properly disposed of by means of such sewer.
- B. The City may require property owners owning dwelling houses or buildings within the City which are located more than two hundred (200) feet of a sewer or outside a block through which a sewer extends to connect to such sewer when in the judgment of the City the public sewer is reasonably accessible. The public sanitary sewer shall be considered reasonably accessible when the total cost of connection to the public sewer does not exceed the cost of a private sanitary sewer system by more than fifty percent (50%) as determined by the City Engineer, who shall determine such costs taking into consideration the following:
 1. The cost of extending and installing the public sanitary sewer to the center of the street abutting upon the property to be served plus the cost of installing and connecting four (4) inch sewer service lines to the sewer main and running the same to a point four (4) feet outside the buildings to be served on said property.

2. The cost of a private sanitary sewer system for such property shall be determined considering the use of a concrete septic tank of one thousand one hundred (1,100) gallon minimum capacity, one (1) concrete distribution box and a minimum of two hundred (200) feet of field tile, all installed in accordance with acceptable standards.
- C. All such sewer connections as ordered by the City in accordance with the provisions of this Section shall be in full compliance with the requirements of the provisions of the Plumbing Code of the City.

Section 705.190. Connections by City Upon Owner's Failure to Connect — Collection of Costs. [CC 1979 §30-40; Ord. No. 92-1 §30-40, 1-7-1992]

If any person required to connect the sewer system pursuant to Section 705.260 shall fail, neglect or refuse to connect any building with the sewer system as aforesaid and as herein provided for, for more than thirty (30) days after being notified in writing by the City, then the City may advertise for bids for the construction and making of such sewer connection and may contract therefor with the lowest responsible bidder or bidders and cause such premises to be connected with the sewer system; and the costs and expenses thereof shall be assessed against the property and premises to be connected.

Section 705.200. Permit. [CC 1979 §30-41; Ord. No. 1229 Ch. VIII §1, 7-17-1984; Ord. No. 92-1 §30-41, 1-7-1992; Ord. No. 93-23 §2, 6-15-1993]

- A. There shall be one (1) building sewer permit covering contributors of sanitary sewage, as well as establishments producing industrial wastes.
- B. The person or his/her agent shall make application on a special form furnished by the City. Connection and inspection fee of twenty-five dollars (\$25.00) must accompany the application.
- C. The permit application shall be supplemented by any plan, specification or other information considered pertinent in the judgment of the approving authority.
- D. *Connection Fees.*
 1. Any person making application to connect to an active Sewer District, shall before connection to the sewer main, pay to the City of Neosho the amount of the principal charged per connection to the original sewer district members. Any sewer main extension making connection to an active sewer district line shall pay a connection fee for each platted lot prior to connection. These fees shall be applied to any remaining debt of the sewer district to which the connection is made. If the remaining debt is less than the total amount of the hook-up fee, the lesser amount shall apply.
 2. The connection fee for Sewer District Number 17, also known as Macy Area Sewer District, will be four thousand two hundred dollars (\$4,200.00) per connection.

Section 705.210. Application for Service. [CC 1979 §30-42; Ord. No. 1229 Ch. VIII §2, 7-17-1984; Ord. No. 92-1 §30-42, 1-7-1992]

Any person desiring or needing sewerage service from the City shall make written application for such service with the approving authority. The applicant shall state all information necessary to both the billing office and the Service Department, and shall agree to comply with all provisions of this Article and with any other ordinance affecting sewer services.

Section 705.220. Costs to Be Borne by the User. [CC 1979 §30-43; Ord. No. 1229 Ch. VIII §4, 7-17-1984; Ord. No. 92-1 §30-43, 1-7-1992]

All costs and expense incident to the installation and connection of the building sewer shall be borne by the person using the sewerage system. The person shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 705.230. Work to Be Performed by Licensed, Bonded Plumbers — Exception. [CC 1979 §30-44; Ord. No. 1229 Ch. VIII §3, 7-17-1984; Ord. No. 92-1 §30-44, 1-7-1992]

Only a plumber duly licensed by the City as a plumber and who has furnished a bond as required by ordinances of the City shall do plumbing work in connection with the sewer system of the City as herein provided, except that this Section shall not apply to persons who are under employment by the City.

Section 705.240. Separate Building Sewer Required for Each Building — Exception. [CC 1979 §30-45; Ord. No. 1229 Ch. VIII §5, 7-17-1984; Ord. No. 92-1 §30-45, 1-7-1992]

A separate and independent building sewer shall be provided for every building, except buildings of common ownership and control may use a common building sewer.

Section 705.250. When Use of Old Building Sewers Permitted. [CC 1979 §30-46; Ord. No. 1229 Ch. VIII §6, 7-17-1984; Ord. No. 92-1 §30-46, 1-7-1992]

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the authority, to meet all requirements of this Article.

Section 705.260. Size, Slope, Alignment, Materials, and Installation Methods. [CC 1979 §30-47; Ord. No. 1229 Ch. VIII §7, 7-17-1984; Ord. No. 92-1 §30-47, 1-7-1992]

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and the Plumbing Code or other applicable rules and regulations of the City.

Section 705.270. Elevation. [CC 1979 §30-48; Ord. No. 1229 Ch. VIII §8, 7-17-1984; Ord. No. 92-1 §30-48, 1-7-1992]

Whenever possible, the building sewer shall be brought to the building at an elevation

below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Section 705.280. Connection to Public Sewer. [CC 1979 §30-49; Ord. No. 1229 Ch. VIII §9, 7-17-1984; Ord. No. 92-1 §30-49, 1-7-1992]

The connection of the building sewer into the public sewer shall be made by using a "Fowler Quick Way Sewer Tap" or a similar type connection as approved by the City Building Inspector. All such connections shall be made gastight and watertight.

ARTICLE IV Mains

Section 705.290. Conformance to State Standards — Connection of Unapproved Mains, Etc., to City System Prohibited. [CC 1979 §30-56; Ord. No. 1229 Ch. IX §5, 7-17-1984; Ord. No. 92-1 §30-56, 1-7-1992]

- A. All sewer mains and sewer lines constructed after June 6, 1955, for connection with the sewer system of the City shall be constructed in accordance with the standards and requirements of the State Clean Water Commission.
- B. After such date, no sewer main or sewer line not approved by the State Clean Water Commission shall be connected with the City sewer system, nor shall a sewer line not approved by such commission be connected to a private sewer line which is in turn connected with the City sewer system.

Section 705.300. Application for Extension. [CC 1979 §30-57; Ord. No. 1229 Ch. IX §1, 7-17-1984; Ord. No. 92-1 §30-57, 1-7-1992]

Upon written application to the City Collector, any person may make a request for the extension of sewer mains and lines in the streets, alleys or easements within the City in order to permit connections with persons desiring sewer service where existing sewer lines are within reasonable distance for such construction.

Section 705.310. Construction Plan — Costs. [CC 1979 §30-58; Ord. No. 1229 Ch. IX §2, 7-17-1984; Ord. No. 92-1 §30-58, 1-7-1992]

The person or persons desiring a main extension will be responsible for the total cost of extending the sewer main. Contractors must be approved by the City prior to commencement of work. A profile map showing the location, depth, length, etc., must be approved by the City and State prior to construction.

Section 705.320. Determination of Kind and Size of Lines, Etc. [CC 1979 §30-59; Ord. No. 1229 Ch. IX §4, 7-17-1984; Ord. No. 92-1 §30-59, 1-7-1992]

The Water and Sewer Department, under the direction of the City Manager, shall determine the kind and size of sewer lines and appurtenances needed to adequately serve the City; and applicants who make their deposits and desire service under this Article are hereby

advised of the same.

Section 705.330. Mains to Be Under City Management Upon Completion. [CC 1979 §30-60; Ord. No. 1229 Ch. IX §3, 7-17-1984; Ord. No. 92-1 §30-60, 1-7-1992]

Upon the completion of the construction of any mains and lines pursuant to this Article, the same shall become under the sole and exclusive management of the City.

ARTICLE V Private Sewage Disposal

Section 705.340. When Required. [CC 1979 §30-66; Ord. No. 1229 Ch. X §1, 7-17-1984; Ord. No. 92-1 §30-66, 1-7-1992]

Where a public sanitary sewer is not available under the provisions of this Article, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Article.

Section 705.350. Permits and Percolation Test. [CC 1979 §30-67; Ord. No. 1229 Ch. X §2, 7-17-1984; Ord. No. 92-1 §30-67, 1-7-1992]

- A. *Prerequisite to Commencement of Construction.* Before commencement of construction of a private sewage disposal system, the person shall first obtain a written permit signed by the approving authority. A percolation test is required for all systems employing subsurface soil absorption facilities. The facility must be installed accordingly.
- B. *Application.* The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications and other information as deemed necessary by the approving authority.
- C. *Approval by Other Agencies Prerequisite to Issuance.* Before such a permit is issued by the City, the applicant must obtain approval of any State, Federal, or other local agency which has jurisdiction over the operation and construction of such system.
- D. *Inspection and Approval by Approving Authority Prerequisite to Effectiveness.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He/she shall be allowed to inspect the work at any stage of construction; and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered.
- E. *Issuance Restricted When Lot Is Under Certain Size.* No permit by this Section shall be issued for any system employing subsurface soil absorption facilities where the area of the lot is less than fifteen thousand (15,000) square feet.

Section 705.360. Type, Capacities, Location and Layout. [CC 1979 §30-68; Ord. No. 1229 Ch. X §3, 7-17-1984; Ord. No. 92-1 §30-68, 1-7-1992]

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the regulating agency of the State.

Section 705.370. Discharges to Natural Outlets. [CC 1979 §30-69; Ord. No. 1229 Ch. X §5, 7-17-1984; Ord. No. 92-1 §30-69, 1-7-1992]

No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Section 705.380. Excavations. [CC 1979 §30-70; Ord. No. 1229 Ch. X §4, 7-17-1984; Ord. No. 92-1 §30-70, 1-7-1992]

All materials thrown from trenches and other excavations made for the purpose of laying private sewers to connect with the district sewers shall be placed as not to obstruct travel or cause inconvenience to the public or adjoining owners. Proper barriers and lights shall be maintained in the manner provided by this Code. In backfilling, the dirt shall carefully be rammed or flooded so as to keep the pipe in position and avoid settling; and no rock shall be used in filling until there has been one (1) foot of fine earth or gravel placed over the pipe.

Section 705.390. Operation and Maintenance. [CC 1979 §30-71; Ord. No. 1229 Ch. X §6, 7-17-1984; Ord. No. 92-1 §30-71, 1-7-1992]

The contributor shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

ARTICLE VI Service Charges

Section 705.400. Purpose of Cost-Recovery Charges. [CC 1979 §30-81; Ord. No. 1229 Ch. III §§1, 2, 7-17-1984; Ord. No. 92-1 §30-81, 1-7-1992]

- A. It is the purpose of this Article to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be as set forth by the City's schedule of charges and fees.
- B. The City may adopt charges and fees, which may include:
 - 1. Fees for reimbursement of costs of setting up and operating the City's pretreatment program.
 - 2. Fees for monitoring, inspections and surveillance procedures **including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users.**
 - 3. Fees for reviewing accidental discharge procedures and construction.
 - 4. Fees for permit applications **including the cost of processing such applications.**

5. Fees for filing appeals.
 6. Fees for consistent removal by the City of pollutants otherwise subject to Federal Pretreatment Standards.
 7. Fees to recover administrative and legal costs (not included in Section 705.400(B)(2) associated with the enforcement activity taken by the Superintendent to address IU noncompliance; and
 8. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the City.
- C. These fees relate solely to the matters covered by this Article and are separate from all other fees chargeable by the City. Fees will be based on actual costs to the City.

Section 705.410. To Whom Charges Applicable. [CC 1979 §30-82; Ord. No. 1229 Ch. III §3, 7-17-1984; Ord. No. 92-1 §30-82, 1-7-1992]

The sewer service charge shall be applicable to all persons having a sewer connection directly or indirectly with the sewerage system of the City.

Section 705.420. Billing Procedures. [CC 1979 §30-83; Ord. No. 1229 Ch. XI §6, 7-17-1984; Ord. No. 92-1 §30-83, 1-7-1992]

- A. It shall be the duty of the City to prepare and mail to each customer a statement of the sewer service charge, and sewer surcharge.
- B. Any sewer surcharge resulting from Section 705.460(B) shall be shown on the utility bill as a separate item, which shall show the amount of the sewer surcharge and shall be payable at the same time as the sewer service charge.

Section 705.430. When Bills Due — Discontinuance of Service. [CC 1979 §30-84; Ord. No. 1229 Ch. XI §7, 7-17-1984; Ord. No. 92-1 §30-84, 1-7-1992; Ord. No. 116-2002 §1, 9-26-2002]

- A. All bills for sewer service shall be due and payable on or before the fifteenth (15th) day of each month following billing and will be charged with the water bill. If payment is not made within seven (7) days following the date on which the bill becomes due and payable, service may be discontinued by the City.
- B. In the event payment is not made on or before the fifteenth (15th) day of the month on which a bill becomes due and payable, a penalty in the amount of twelve percent (12%) (minimum charge one dollar twenty-five cents (\$1.25)) of the sewer revenue over due shall be charged to the consumer's account by the City.
- C. The City may enforce collection of a delinquent account by the discontinuance of any other utility service furnished to the delinquent customer. A fee of ten dollars (\$10.00) shall be charged for such disconnection of service.

Section 705.440. Measurement of Sewage Flow. [CC 1978 §30-85; Ord. No. 1229 Ch. XI §4, 7-17-1984; Ord. No. 92-1 §30-85, 1-7-1992]

Except as otherwise provided in Section 705.450(D) the gallons of sewage shall be determined as being identical to the gallons of water purchased. Should any contributor desire to meter actual sewage flow in lieu of using water meter flows, the contributor may, at his/her own expense, install, maintain and operate a totalizing sewage flow meter.

Section 705.450. Classification of Users — Monthly Service Charges. [CC 1979 §30-86; Ord. No. 1229 Ch. XI §§1, 2, 7-17-1984; Ord. No. 85-1 §1, 1-8-1985; Ord. No. 87-25 §1, 9-29-1987; Ord. No. 92-1 §30-86, 1-7-1992; Ord. No. 92-27 §1, 7-7-1992; Ord. No. 93-40 §1, 9-23-1993; Ord. No. 94-28 §1, 9-20-1994; Ord. No. 95-44 §1, 9-19-1995; Ord. No. 96-44 §1, 9-17-1996; Ord. No. 97-35 §1, 9-30-1997; Ord. No. 98-35 §1, 9-15-1998; Ord. No. 99-33 §1, 9-21-1999; Ord. No. 37-2000 §1, 9-19-2000; Ord. No. 82-2001 §1, 9-18-2001; Ord. No. 117-2002 §1, 9-26-2002; Ord. No. 151-2003 §1, 9-23-2003; Ord. No. 257-2006 §1, 9-5-2006; Ord. No. 308-2007 §1, 9-18-2007; Ord. No. 350-2008 §1, 9-16-2008; Ord. No. 384-2009 §1, 4-21-2009]

- A. All persons, firms or corporations having a connection directly or indirectly with the sewer system of the City are hereby classified as "*residential users*" and "*other users*."
- B. "*Residential users*" are hereby defined as residential dwelling units serving not more than two (2) families on a single sewer connection.
- C. "*Other users*" shall include all persons, firms or corporations having a sewer connection directly or indirectly with the sewerage system of the City.
- D. The monthly sewer service charge to residential users shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons.
- E. The monthly service charge to "other users" shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons thereafter.
- F. Hotels, motels, hospitals, schools, rest homes, multi-residential units, apartments, mobile home parks, multi-business units and office buildings having only one (1) water account shall be charged the normal monthly sewer service charge as provided for in Subsection(E) hereof.
- G. Hotels, motels, hospitals, schools and rest homes shall not be included in the multi-residential or multi-business provisions but shall be charged the normal sewer service charge.

Section 705.460. Surcharge for Certain Wastes. [CC 1979 §30-87; Ord. No. 1229 Ch. XI §5, 7-17-1984; Ord. No. 92-1 §30-87, 1-7-1992; Ord. No. 93-6 §1, 2-23-1993; Ord. No. 385-2009 §1, 4-21-2009; Ord. No. 411-2009 §1, 9-1-2009; Ord. No. 488-2011 §1, 11-15-2011]

A. When the suspended solids or BOD content of sewage exceed the normal sewage concentrations of these constitutes, a sewage surcharge shall be levied as follows:

1. Suspended solids in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
1. Suspended solids in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
1. Suspended solids in excess of 250 mg/l, \$0.16 per lb. beginning October 1, 2011.
2. BOD content in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
2. BOD content in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
2. BOD content in excess of 250 mg/l, \$0.20 per lb. beginning October 1, 2011.

This charge will be in addition to the monthly minimum plus volumetric charges.

B. Any contributor may, if so desired, treat so as to reduce either the excess suspended solids or BOD, or both, to normal levels before discharging such sewage into the public sewers. The surcharge fee is to be based on actual cost of treatment, adjusted biennially.

Section 705.470. Hauled Waste. [CC 1979 §30-88; Ord. No. 92-1 §30-88, 1-7-1992; Ord. No. 488-2011 §2, 11-15-2011]

Hauled waste will be charged at a value of twenty dollars (\$20.00) per one thousand (1,000) gallons.

ARTICLE VII

Administration

~~Wastewater Contribution Permit~~

Section 705.480.—~~For Whom Required. Individual Wastewater Discharge Permit Requirement.~~

[CC 1979 §30-101; Ord. No. 1229 Ch. IV §2.1, 7-17- 1984; Ord. No. 92-1 §30-101, 1-7-1992]

~~All significant users, or any user the City feels would have an impact on the POTW, shall obtain a Wastewater Contribution Permit within one hundred eighty (180) days after the effective date of this Article.—~~

A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the Superintendent, except that a Significant Industrial User that has filed a timely application pursuant to Section 705.482 of this ordinance may continue to discharge for the time period specified therein.

- B. The Superintendent may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this ordinance.
- C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Article II of this ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

Section 705.481. Wastewater Analysis.

When requested by the Superintendent, a User must submit information on the nature and characteristics of its wastewater within fifteen (15) days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Section 705.482. Individual Wastewater Discharge Permitting: Existing Connections.

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Superintendent for an individual wastewater discharge permit in accordance with Section 705.490 of this ordinance, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date of this ordinance except in accordance with an individual wastewater discharge permit issued by the Superintendent.

Section 705.483. Individual Wastewater Discharge Permitting: New Connections.

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 705.490 of this ordinance, must be filed at least one hundred and twenty (120) days prior to the date upon which any discharge will begin or recommence.

Section 705.490. Individual Wastewater Discharge Permit Application Contents. [CC 1979 §30-102; Ord. No. 1229 Ch. IV §2.2, 7-17-1984; Ord. No. 92-102 §30-102, 1-7-1992]

~~A. Users required to obtain a Wastewater Contribution Permit shall complete and file with the City an application in the form prescribed by the City, and accompanied by a fee of fifty dollars (\$50.00). Existing users shall apply for a Wastewater Contribution Permit within thirty (30) days after the effective date of this Article, and proposed new users shall apply at least ninety (90) days prior to connecting to or contributing to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:—~~

- ~~1. Name, address and location if different from the address.—~~

- ~~2. SIC number according to the "Standard Industrial Classification Manual," Bureau of the Budget, 1972, as amended.~~
- ~~3. Wastewater constituents and characteristics, including but not limited to those mentioned in Section 705.570 et seq., as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended.~~
- ~~4. Time and duration of contribution.~~
- ~~5. Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonable variations, if any.~~
- ~~6. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation.~~
- ~~7. Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged.~~
- ~~8. Where known, the nature and concentration of any pollutants in the discharge which are limited by any City, State or deferral pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operations and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards.~~
- ~~9. If additional pretreatment and/or operations and maintenance will be required to meet the pretreatment standards the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:~~
 - ~~a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).~~
 - ~~b. No increment referred to in Paragraph (a) above shall exceed nine (9) months.~~
 - ~~c. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to~~

~~the Superintendent, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.~~

~~5. Each product produced by type, amount, process or processes and rate of production.~~

~~6. Type and amount of raw materials processes (average and maximum per day).~~

~~12. Number of type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system.~~

~~13. The user shall submit a list of any Environmental Control Permits held by the facility.~~

~~14. *Certification statement.* A statement, reviewed by an authorized representative of the industrial user (as defined in 40 CFR 403.12(1)) and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.~~

~~15. Any other information as may be deemed by the City to be necessary to evaluate the permit application.~~

~~B. The City will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the City may issue a Wastewater Contribution Permit subject to terms and conditions provided herein.~~

A. All Users required to obtain an individual wastewater discharge permit must submit a permit application accompanied by a fee of fifty dollars (\$50.00). The Superintendent may require Users to submit all or some of the following information as part of a permit application:

1. Identifying Information.

a. The name and address of the facility, including the name of the operator and owner.

b. Contact information, description of activities, facilities, and plant production processes on the premises;

2. Environmental Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations.

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
- b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- d. Type and amount of raw materials processed (average and maximum per day);
- e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

4. Time and duration of discharges;

5. The location for monitoring all wastes covered by the permit;

6. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 705.600(A)(3) (40 CFR 403.6(e)).

7. Measurement of Pollutants.

- a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process.
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 705.540(G) of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

e. Sampling must be performed in accordance with procedures set out in Section 705.540(H) of this ordinance.

8. Any other information as may be deemed necessary by the Superintendent to evaluate the permit application.

B. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Section 705.491. Application Signatories and Certifications.

A. All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 705.540(J)

B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Superintendent prior to or together with any reports to be signed by an Authorized Representative.

C. A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) must annually submit the signed certification statement in Section 705.540(K). [Note: See 40 CFR 403.3(v)(2)]

Section 705.492. Individual Wastewater Discharge Permit Decisions.

The Superintendent will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete permit application, the Superintendent will determine whether to issue an individual wastewater discharge permit. The Superintendent may deny any application for an individual wastewater discharge permit.

Section 705.500. ~~Conditions~~ Individual Wastewater Discharge Permit Contents. [CC 1979 §30-103; Ord. No. 1229 Ch. IV §2.4, 7-17-1984; Ord. No. 92-1 §30-103, 1-7-1992]

~~A. Wastewater Discharge Permits shall be expressly subject to all provisions of this Article and all other applicable regulations, user charges and fees established by the City. Permits may contain the following:—~~

~~1. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer.—~~

~~2. Limits on the average and maximum wastewater constituents and characteristics.—~~

~~3. Limits on average and maximum rate and time of discharge or requirements~~

~~for flow regulations and equalization.~~

- ~~4. Requirements for installation and maintenance of inspection and sampling facilities.~~
- ~~5. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for test and reporting schedule.~~
- ~~6. Compliance schedules.~~
- ~~7. Requirements for submission of technical reports or discharge reports (see Section 705.540).~~
- ~~8. Requirements for maintaining and retaining plant records relating to wastewater discharge (for at least three (3) years) as specified by the City, and affording City access thereto.~~
- ~~9. Requirements to notify the City and get their approval before any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.~~
- ~~10. Requirements for notification of slug discharges.~~
- ~~11. Other conditions as deemed appropriate by the City to ensure compliance with this Chapter.~~

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual wastewater discharge permits must contain:

1. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
2. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 705.520 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or

best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

6. Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.

B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

5. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

7. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and

8. Other conditions as deemed appropriate by the Superintendent to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

Section 705.510. Individual Wastewater Discharge Permit Duration. [CC 1979 §30-104; Ord. No. 1229 Ch. IV §2.5, 7-17-1984; Ord. No. 92-1 §30-104, 1-7-1992]

~~A permit shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be~~

~~subject to modification by the City during the term of the permit as limitations or requirements as identified in Section 705.490 are modified or other just cause exists. The user shall be informed of any proposed changes in his/her permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.—~~

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Superintendent. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

Section 705.520. Individual Wastewater Discharge Permit Transfer. [CC 1979 §30-105; Ord. No. 1229 Ch. IV §2.6, 7-17-1984; Ord. No. 92-1 §30-105, 1-7-1992]

~~Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the City. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit.—~~

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Superintendent and the Superintendent approves the individual wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

Section 705.530. Individual Wastewater Discharge Permit Modifications. [CC 1979 §30-106; Ord. No. 1229 Ch. IV §2.3, 7-17-1984; Ord. No. 92-1 §30-106, 1-7-1992]

~~Within ninety (90) days of the promulgation of a national categorical pretreatment standard, the Wastewater Contribution Permit of user's subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a national categorical pretreatment standard, has not previously submitted an application for a Wastewater Contribution Permit as required by Section 705.490, the user shall apply for a Wastewater Contribution Permit within one hundred eighty (180) days after the promulgation of the applicable national categorical pretreatment standard. In addition, the user with an existing Wastewater Contribution Permit shall submit to the Superintendent within one hundred eighty (180) days after the~~

~~promulgation of an applicable Federal categorical pretreatment standard the information required by Subsection A (8) and (9) of Section 705.490.—~~

~~A. The Superintendent may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:~~

- ~~1. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;~~
- ~~2. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;~~
- ~~3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;~~
- ~~4. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;~~
- ~~5. Violation of any terms or conditions of the individual wastewater discharge permit;~~
- ~~6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application of in any required reporting;~~
- ~~7. Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;~~
- ~~8. To correct typographical or other errors in the individual wastewater discharge permit; or~~
- ~~9. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 705.520.~~

Commented [RS1]:

Section 705.531. Individual Wastewater Discharge Permit Revocation.

~~The Superintendent may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:~~

- ~~A. Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;~~
- ~~B. Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 705.540(D) of this ordinance;~~
- ~~C. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application;~~
- ~~D. Falsifying self-monitoring reports and certification statements;~~

- E. Tampering with monitoring equipment;
- F. Refusing to allow the Superintendent timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this ordinance.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

Section 705.532. Individual Wastewater Discharge Permit Reissuance.

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 705.490 of this ordinance, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

Section 705.533. Regulation of Waste Received from Other Jurisdictions.

- A. If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an intermunicipal agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph A, above, the Superintendent shall request the following information from the contributing municipality:
 - 1. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 - 2. An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
 - 3. Such other information as the Superintendent may deem necessary.
- C. An intermunicipal agreement, as required by paragraph A, above, shall contain the

following conditions:

1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 705.580 of this ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits;
2. A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
3. A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent.
4. A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of its pretreatment activities;
5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
6. Requirements for monitoring the contributing municipality's discharge;
7. A provision ensuring the Superintendent access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and
8. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

Section 705.540. Reporting Requirements for Permittee. [CC 1979 §30-107; Ord. No. 1229 Ch. IV §3, 7-17-1984; Ord. No. 92-1 §30-107, 1-7-1992; Ord. No. 96-55 §1, 11-5-1996]

A. *Baseline Monitoring Report.*

1. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant industrial users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Superintendent a report which contains the information listed in Subparagraph (2) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become industrial users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the City a report which contains the

information listed in Subparagraph (2) below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

~~2. The industrial user shall submit the information required by this Section including:—~~

- ~~a. *Identifying information.* The name and address of the facility including the name of the operator and owners.—~~
- ~~b. *Wastewater discharge permits.* A list of any environmental control Wastewater Discharge Permits held by or for the facility.—~~
- ~~c. *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such industrial user. This description should include a schematic process diagram that indicates points of discharge to the POTW from the regulated processes.—~~
- ~~d. *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).—~~
- ~~e. *Measurement of pollutants.*—~~
 - ~~(1) Identify the categorical pretreatment standards applicable to each regulated process.—~~
 - ~~(2) Submit the results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or by the City of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported.—~~
 - ~~(3) Sampling must be performed in accordance with procedures set out in Subsection (E) of this Section.—~~
- ~~f. *Certification.* A statement reviewed by the industrial user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.—~~
- ~~g. *Compliance schedule.* If additional pretreatment and/or O & M will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O & M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.—~~

2. Users described above shall submit the information set forth below.

a. All information required in Section 705.490(A)(1)(a), Section 705.490(A)(2), Section 705.490(A)(3)(a), and Section 705.490(A)(6).

b. Measurement of pollutants.

(1) The User shall provide the information required in Section 705.490(A)(7)(a) through (d).

(2) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(3) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority.

(4) Sampling and analysis shall be performed in accordance with Sections 705.540(G) and 705.540(H).

(5) The Superintendent may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

(6) The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

c. Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 705.020 and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 705.540(B) of this ordinance.

- e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 705.540(J) of this ordinance and signed by an Authorized Representative as defined in Section 705.020.

B. Compliance Schedule Progress Reports.

The following conditions shall apply to the compliance schedule required by Section 705.540(2)(d) of this ordinance:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
2. No increment referred to above shall exceed nine (9) months;
3. The User shall submit a progress report to the Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
4. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

C. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following the commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Superintendent a report containing the information described in Section 705.490(A)(6) and (7) and Section 705.540(A)(2)(b)(2) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 705.600, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 705.540(J) of this ordinance. All sampling will be done in conformance with Sections 705.540(G) and 705.540(H).

D. Periodic Compliance Reports.

- ~~1. Any user subject to a pretreatment standard, after the compliance date of such pretreatment standard, or in the case of a new source, after commencement of the discharge into the POTW, shall submit to the Superintendent semi-annual reports due on July twentieth (20th) and January twentieth (20th) of each year,~~

~~unless required more frequently in the pretreatment standard or by the Superintendent, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, the report shall include a record of all daily flows which during the reporting period exceed the average daily flow. At the discretion of the Superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Superintendent may agree to alter the months during which the above reports are to be submitted.—~~

- ~~2. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Subparagraph (1) of this Subsection (B) shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be prescribed in the applicable pretreatment standard. All analysis shall be performed in accordance with procedures established by the administrator pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by the administrator. Sampling shall be performed in accordance with the techniques approved by the administrator. (Comment: Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, "Sampling and Analysis Procedures for Screening of Industrial Effluent for Priority Pollutants," April, 1977, and amendments thereto, or with any other sampling analytical procedures approved by the administrator.)—~~
- ~~3. All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that sample results are unrepresentative of its discharge.—~~
- ~~4. If an industrial user subject to the reporting requirement in and of this Section monitors any pollutant more frequently than required by the POTW, using the procedures prescribed in Subsection (E) of this Section, the results of this monitoring shall be included in the report.—~~
1. Unless required more frequently in a Wastewater Discharge Permit issued by the City, all significant industrial users (SIUs) shall submit to the Superintendent during the months of June and December a periodic compliance report. The report shall contain the results of sampling and analysis of the discharge, including the flow rate and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable pretreatment standard. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User

must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User. The frequency of sampling and analysis shall be as prescribed in Section 705.540(H)(1). The reporting frequency for any industry may be altered by the Superintendent upon consideration of such factors as actual flow rates and pollutant concentrations, seasonal production schedules, etc.

2. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or in other cases where the imposition of mass limitations are appropriate. In such cases, the semi-annual self-monitoring report shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user.
3. All significant industrial users (SIUs) shall sample and analyze their wastewater discharge at the frequency stipulated in their Wastewater Discharge Permit. Monitoring shall consist of sampling the discharge and determining the nature and concentration of pollutants contained therein which are limited by the applicable pretreatment standard. Upon promulgation of a national categorical pretreatment standard for a particular industrial category containing more stringent monitoring requirements, the requirements of this Section shall immediately be superseded. The Superintendent shall notify all affected users of the more stringent requirements.
4. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
5. Periodic compliance reports shall contain the results of all sampling and analysis performed by the user during the period covered by the report. If sampling and analysis performed by the user indicates a violation of permit limitations, the user shall notify the POTW within twenty-four (24) hours of becoming aware of the violation. The user shall repeat the sampling and analysis and submit both analyses to the Superintendent within thirty (30) consecutive calendar days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.
6. The periodic compliance reports shall be based upon data obtained through appropriate sampling and analysis as described in Sections 705.540(G) and 705.540(H), performed during the period covered by the report, which data is representative of conditions occurring during the reporting periods.
7. The periodic compliance report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment standards or requirements.

8. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Superintendent, using the procedures prescribed in 705.540(H) of this ordinance, the results of this monitoring shall be included in the report. [Note: See 40 CFR 403.12(g)(6)]

~~B. *Report of Changed Conditions.* Each industrial user is required to notify the Superintendent of any planned significant changes to the industrial user's operations or system which might alter the nature, quality or volume of its wastewater at least (90) days before the change.~~

~~1. The Superintendent may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater Discharge Permit application.~~

~~2. The Superintendent may issue a Wastewater Discharge Permit under Section 705.490 or modify an existing Wastewater Discharge Permit under Section 705.530.~~

E. Reports of Changed Conditions.

Each user must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

1. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 705.540(A) of this ordinance.

2. The Superintendent may issue an individual wastewater discharge permit under Section 705.532 of this ordinance or modify an existing wastewater discharge permit under Section 705.530 of this ordinance in response to changed conditions or anticipated changed conditions.

3. No industrial user shall implement the planned changed conditions until and unless the Superintendent has responded to the industrial user's notice.

4. For purposes of this requirement, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants, shall be deemed significant.

F. Reports of Potential Problems.

1. In the case of any discharge, including but not limited to accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load ~~or a slug load~~ which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 705.570, it is the responsibility of the industrial user to immediately telephone and notify the City of the incident. This notification shall include the location of discharge, type of waste,

concentration and volume, if known, and corrective actions taken by the industrial user.

2. Within five (5) days following such discharge, the industrial user shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, **fish kills**, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, civil penalties, or other liability which may be imposed by this Article **or other applicable law**.
3. Failure to notify the City of potential problem discharges shall be deemed a separate violation of this Article.
4. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in Subparagraph (1) above. Employers shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.
5. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a slug discharge.

G. Analytical Requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Superintendent or other parties approved by EPA.

H. Sample Collection.

- ~~1. Except as indicated in Subparagraph (2) below, the industrial user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is unfeasible, the Superintendent may authorize the use of time proportional sampling or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.~~
- ~~2. Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.~~

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

1. Except as indicated in Subsections 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
3. For sampling required in support of baseline monitoring and 90-day compliance reports required in 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 705.540(B) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

1. Record Keeping Requirements.

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 705.580(C). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Superintendent.

~~F. *Additional Requirements.* All baseline monitoring reports, reports on compliance with categorical standards, and periodic reports on continued compliance must~~

contain the following:—

J. Certification statement.

The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sections 705.491 and 705.500; Users submitting baseline monitoring reports under Section 705.540(A); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 705.540(C) and Users submitting periodic compliance reports required by Section 705.540(D). The following certification statement must be signed by an Authorized Representative as defined in Section 705.020.

1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations."
2. Signature of an authorized representative of the industrial user (as designed in 40 CFR 4033.12(1)).

K. Annual Certification for Non-Significant Categorical Industrial Users.

A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) and 705.491(C) [Note: See 40 CFR 403.3(v)(2)], must annually submit the following certification statement signed by an Authorized or Duly Authorized Representative of the User as described in 705.020(A) [Note: See 40 CFR 403.120(1)]. This certification must accompany an alternative report if required by the Superintendent:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR , I certify that, to the best of my knowledge and belief that during the period from , to , [months, days, year]:

1. The facility described as met the definition of a Non-Significant Categorical Industrial User;
2. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
3. The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

**ARTICLE VIII
Discharge Limitations**

Section 705.550. Unlawful Discharge to Natural Outlets or Areas Under City Jurisdiction. [CC 1979 §30-111; Ord. No. 1229 Ch. VII §5, 7-17-1984; Ord. No. 92-1 §30-111, 1-7-1992]

It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.

Section 705.560. Discharge of Unpolluted Drainage and Waters Restricted. [CC 1979 §30-112; Ord. No. 1229 Ch. VII §6, 7-17-1984; Ord. No. 92-1 §30-112, 1-7-1992]

- A. No person shall discharge or cause to be discharged any storm water, surface water, interior or exterior foundation drains, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer.
- B. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the approving authority.
- C. Industrial cooling water or unpolluted process waters may be discharged, upon approval by the approving authority, to a storm sewer or to a natural outlet.

Section 705.570. General Discharge Prohibitions. [CC 1979 §30-113; Ord. No. 1229 Ch. II §1, 7-17-1984; Ord. No. 92-1 §30-113, 1-7-1992]

- ~~A. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operations or performance of the POTW. These general prohibitions apply to all such users of a POTW whether or not the user is subject to national categorical pretreatment standards or requirements. A user may not contribute the following substances to any POTW:—~~
- ~~1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which are a hazard to the system.—~~
 - ~~2. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half (½) inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar,~~

~~asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.—~~

- ~~3. Any wastewater having a pH less than 6.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW.—~~
- ~~4. Any wastewater containing toxic pollutants in sufficient quantity either single or by interaction with other pollutants to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act.—~~
- ~~5. Any noxious or malodorous liquids, gases or solids which either singly or by interaction with others wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.—~~
- ~~6. Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act or any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, or State criteria applicable to the sludge management method being used.—~~
- ~~7. Any substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.—~~
- ~~8. Any wastewater with objectionable color not removed in the treatment process, such as but not limited to dye wastes and vegetable tanning solutions.—~~
- ~~9. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds forty degrees (40°) Celsius, (104° F) unless the POTW treatment plant is designed to accommodate such temperatures.—~~
- ~~10. Any pollutants, including oxygen-demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no case shall a sludgeload have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities or flow during normal operation.—~~

- ~~11. Any wastewater containing any radioactive wastes or isotopes of such half life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.—~~
- ~~12. Any wastewater which causes a hazard to human life or creates a public nuisance.—~~
- ~~13. Any wastewater discharge with a closed cap flash point of less than one hundred forty degrees Fahrenheit (140°F).—~~
- ~~14. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.—~~
- ~~15. Any trucked or hauled pollutants, except at discharge points designated by the Superintendent.—~~

~~B. When the Superintendent determines that a user is contributing to the POTW any of the above-enumerated substances in such amounts as to interfere with the operation of the POTW, the Superintendent shall advise the user of the impact of the contribution on the POTW and develop effluent limitations for such user to correct interference with the POTW.—~~

A. General Prohibitions: No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

B. Specific Prohibitions: No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
2. Wastewater having a pH less than 6.0 or more than 9.5, or otherwise causing corrosive structural damage to the POTW or equipment;
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POT resulting in Interference but in no case solids greater than three inch(es) (3") or seven centimeter(s) (7 cm) in any dimension];
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
5. Wastewater having a temperature greater than 150 degrees F (65degrees C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
8. Trucked or hauled pollutants, except at discharge points designated by the Superintendent.
9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
12. Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Superintendent;
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
14. Medical Wastes, except as specifically authorized by the Superintendent in an individual wastewater discharge permit;
15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
16. Detergents, surface active agents, or other substances which that might cause excessive foaming in the POTW;
17. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l;
18. Hazardous wastes as defined in 40 CFR Part 261.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Section 705.580. Specific Pollutant Limitations. [CC 1979 §30-114; Ord. No. 1229 Ch. II §4, 7-17-1984; Ord. No. 92-1 §30-114, 1-7-1992; Ord. No. 96-55 §2, 11-5-1996; Ord. No. 99-35 §1, 10-5-1999]

A. The Superintendent is authorized to establish Local Limits pursuant to 40 CFR

403.5(c).

- B. Any waters or wastes containing the following substances to such a degree that the maximum concentration loading from all SIU's exceeds the limit specified in the table below. The Public Works Director will develop the permit limitations for all users that meet the definition of S.I.U. as defined by City Ordinance. The Table of Maximum Concentration Allowable is as follows:
Maximum Concentration Allowable (mg/l) from S.I.U.'s per Day.

No person shall discharge wastewater containing in excess of:

		Monthly Average (mg/l)	Daily Maximum (mg/l)
Arsenic	-	0.069	-
Cadmium	(T)	0.09	0.69
Copper	(T)	1	3.38
Chromium	(T)	1.55	2.77
Cyanide	(T)	0.042	1.2
Lead	(T)	0.4	0.69
Mercury	(T)	0.007	-
Nickel	(T)	*	3.98
Phenols	(T)	1	-
Silver	-	0.24	0.43
Zinc	(T)	1.48	2.61
Sulfate	-	**	-
pH	-	-	6.0 to 10.0
Oil and Grease	-	-	200
TTO (total toxic organics)	-	-	2.13

*Nickel — At no time shall the headworks of the POTW's (Shoal Creek, Crowder) exceed 1.778 lbs. per day from industrial sources.

**Sulfate — At no time shall the headworks of the POTW's combined exceed 1140 lbs. per day from industrial sources.

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to the concentration-based limitations above.

- C. The Superintendent may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 705.570.

Section 705.590. Dilution of Excessive Discharge. [CC 1979 §30-115; Ord. No. 1229 Ch. II §7, 7-17-1984; Ord. No. 92-1 §30-115, 1-7-1992]

~~No user shall use clean water in an attempt to dilute discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the~~

~~Federal categorical pretreatment standards, or in any other pollutant-specific limitations developed by the City or State.~~

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 705.600. Status of Federal Categorical Pretreatment Standards. [CC 1979 §30-116; Ord. No. 1229 Ch. II §2, 7-17-1984; Ord. No. 92-1 §30-116, 1-7-1992]

~~Upon the promulgation of the Federal categorical pretreatment standard, if more stringent than limitations imposed under this Article for sources in that subcategory, the Federal standard shall immediately supersede the limitations imposed under this Article. The Superintendent shall notify all affected users of the applicable reporting requirements under 40 CFR Section 403.12.~~

A. Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter Subchapter N, Parts 405-471.

1. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with Sections 705.600(A)(4) and 705.600(A)(5).
2. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Superintendent may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
3. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Superintendent shall impose an alternate limit in accordance with 40 CFR 403.6(e).
4. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Superintendent. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 705.600(A)(4)(a)(1) through 705.600(A)(4)(a)(5) below.
 - a. To be eligible for equivalent mass limits, the Industrial User must:
 - (1) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;

- (2) Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
 - (3) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
 - (4) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
 - (5) Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.
- b. An Industrial User subject to equivalent mass limits must:
 - (1) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
 - (2) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - (3) Continue to record the facility's production rates and notify the Superintendent whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph (A)(4)(a)(3) of this Section. Upon notification of a revised production rate, the Superintendent will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - (4) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph (A)(4)(a)(1) of this Section so long as it discharges under an equivalent mass limit.
- c. When developing equivalent mass limits, the Superintendent:
 - (1) Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
 - (2) Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect

changed conditions at the facility; and

- (3) May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 705.590.
5. The Superintendent may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Superintendent.
6. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.
7. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
8. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Superintendent within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Superintendent of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

Section 705.610. Modification of Federal Categorical Pretreatment Standards. [CC 1979 §30-117; Ord. No. 1229 Ch. II §3, 7-17-1984; Ord. No. 92-1 §30-117, 1-7-1992]—

~~Where the City's Wastewater Treatment System achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the City may apply to the approval authority for modification of specific limits in the Federal Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system in ninety-five percent (95%) of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of Title 40 of the Code of Federal Regulations, Part 403, "General Pretreatment Regulations for Existing and New Sources of Pollution," promulgated pursuant to the Act. The City may modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the approval authority is obtained.—~~

Section 705.620. State Requirements. [CC 1979 §30-118; Ord. No. 1229 Ch. II §5, 7-17-1984; Ord. No. 92-1 §30-118, 1-7-1992]

~~State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Article.—~~

Users must comply with State of Missouri Pretreatment Standards codified at 10 CSR 20-6.100.

Section 705.630. City's Right of Revision. [CC 1979 §30-119; Ord. No. 1229 Ch. II §6, 7-17-1984; Ord. No. 92-1 §30-119, 1-7-1992]

~~The City reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 705.010.—~~

The City reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this ordinance.

Section 705.640. Pretreatment. [CC 1979 §30-120; Ord. No. 1229 Ch. IV §7, 7-17-1984; Ord. No. 92-1 §30-120, 1-7-1992]

A. Users shall provide necessary wastewater treatment as required to comply with this Article and shall achieve compliance with all Federal categorical pretreatment standards within the time limitations as specified by the Federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported and be acceptable to the City prior to the user's initiation of the changes.

~~B.—All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or approval authority upon request.—~~

Section 705.650. Interceptors. [CC 1979 §30-121; Ord. No. 1229 Ch. VII §7, 7-17-1984; Ord. No. 92-1 §30-121, 1-7-1992]

- A. Grease, oil or sand interceptors shall be provided by contributors when in the opinion of the approving authority they are necessary for the proper handling of liquid waste containing grease in excessive amounts or any flammable waste, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters of dwelling units.
- B. All interceptors shall be of an approved type and capacity which meets City and State Code requirements and shall be readily and easily accessible for cleaning and inspection.
- C. Where installed, all grease, oil or sand interceptors shall be owned and maintained

in continuously efficient operation at all times by the contributor, at his/her expense.

Section 705.660. Monitoring Facilities. [CC 1979 §30-122; Ord. No. 1229 Ch. IV §5, 7-17- 1984; Ord. No. 92-1 §30-122, 1-7-1992]

- A. The City shall require to be provided and operated at the user's own expense monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the City may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- B. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.

Section 705.670. Inspection and Sampling. [CC 1979 §30-123; Ord. No. 1229 Ch. IV §6, 7-17- 1984; Ord. No. 92-1 §30-123, 1-7-1992]

City personnel shall inspect the facilities of any user to ascertain whether the purpose of this Article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the personnel or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The City, approval authority and (where the NPDES State is the approval authority) the EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City, approval authority and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 705.680. Accidental Discharges. [CC 1979 §30-124; Ord. No. 1229 Ch. IV §8, 7-17- 1984; Ord. No. 92-1 §30-124, 1-7-1992]

- A. *Prevention.* Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and shall be approved by the City before construction of the

facility. All existing users shall complete [should have completed] such a plan by January 1, 1985. No user who commences contribution to the POTW after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet requirements of this Article. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

B. *Written Notice.* Within five (5) days following an accidental discharge, the user shall submit to the Superintendent a detailed written report as described in Section 705.540(F)(2) of this Ordinance. ~~describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Article or other applicable law.~~

~~C. *Notice to Employees.* A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.~~

C. *Accidental Discharge/Slug Discharge Control Plans.* The Superintendent shall evaluate whether or not each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Superintendent may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Superintendent may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

1. Description of discharge practices, including nonroutine batch discharges;
2. Description of stored chemicals;
3. Procedures for immediately notifying the Superintendent of any accidental or Slug Discharge, as required by Section 705.540(F); and
4. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operation, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Section 705.681. Severability.

If any provision of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 705.682. Effective Date.

This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____ 20 ____.

Attest:

City Clerk

Mayor



National Pretreatment Program

(40 CFR 403)



Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes

Do any of the Streamlining Rule changes require states or POTWs to modify their pretreatment regulations or program documents?

Yes, there are required changes in the Pretreatment Streamlining Rule. The majority of the regulatory changes made in the final Pretreatment Streamlining Rule, however, are not required. That is, for many of the changes (e.g., sampling for pollutants not present, general control mechanisms, and equivalent mass limits for concentration limits), the state Approval Authority (or Control Authority depending upon which role the state plays in the particular municipality) and POTW Control Authority may choose whether or not they wish to adopt these specific streamlining provisions. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If the state wishes to implement these less stringent requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

There are several streamlining-related changes that are more stringent than the previous Federal requirements and therefore are considered required modifications for the state and/or the POTW. Therefore, to the extent that existing state or POTW legal authorities are inconsistent with the required changes, they must be revised. Of course, where state or local authorities are already consistent with these required provisions, further changes would not be necessary.

Which changes are considered required?

EPA has identified the following 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate state or POTW authorities. States and POTWs should make the changes as soon as possible, and EPA and state NPDES permitting authorities should revise NPDES permits to require implementation of these required changes by POTWs. A general description of each change is included, along with a summary of what state or POTW follow-up actions are needed.

1. Updated removal credits provisions relating to Overflows [§ 403.7(h)]

Description of required change: This change provides updated references relating to requirements that POTWs must meet to adjust removal credits for combined sewer overflows (CSOs).

What follow-up actions are required? Before approving any removal credits, states that are currently delegated oversight of the pretreatment program must revise their regulations where state legal authorities include a provision similar to § 403.7(h). No change to POTW pretreatment programs is necessary based on this regulatory change.

2. Slug control requirements must be included in SIU control mechanisms [§ 403.8(f)(1)(iii)(B)(6)]

Description of required change: The Streamlining Rule requires that applicable slug control requirements be included in the SIU's control mechanism.

What follow-up actions are required? POTWs must incorporate slug control requirements into their SIU control mechanisms and must revise their approved program, if necessary, to ensure that they have the legal authority and procedures to modify control mechanisms as needed. Once the POTW's authority to include these requirements is established, EPA foresees them being incorporated into SIU control mechanisms when the control mechanisms are next reissued. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

3. SIUs must be evaluated for the need for a plan or other action to control slug discharges within a year from the final rule's effective date or from becoming an SIU [§ 403.8(f)(2)(vi)]

Description of required change: The final Streamlining Rule specifies that POTWs must evaluate all of their SIUs for the need for a slug control plan or other actions at least one time. If the POTW has not yet done so, it must complete the evaluations before October 14, 2006 or within a year of the Industrial User being designated as significant. Where the evaluation has been conducted and documented previously, even if conducted prior to publication of the Streamlining Rule, no new evaluation is required.

What follow-up actions are required? For this provision, the applicable state regulations must be revised to specify the October 14, 2006 date for existing SIUs, and the 'within one year' final rule change for Users designated as SIUs after October 14, 2005. While POTWs must conduct this evaluation, as described above, a pretreatment program modification may not be necessary.

4. SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for a slug discharge [§ 403.8(f)(2)(vi)]

Description of required change: The final Streamlining Rule requires SIUs to notify the POTW immediately of changes that occur at the facility affecting the potential for a slug discharge, thereby allowing the POTW to reevaluate the need for a slug control plan or other actions to prevent such discharges.

What follow-up actions are required? POTWs must revise their approved program as necessary to ensure that they have the legal authority and procedures to enforce this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

5. Significant Noncompliance (SNC) definition is expanded to include additional types of Pretreatment Standards and Requirements [§ 403.8(f)(2)(viii)(A-C)]

Description of required change: The final Streamlining Rule made several wording changes that expand the types of Standards and Requirements that are to be considered when determining whether an SIU's violations constitute SNC. These changes affect what EPA considers to be "chronic violations" (§ 403.8(f)(2)(viii)(A)), "Technical Review Criteria violations" (§ 403.8(f)(2)(viii)(B)), and "other" violations (§ 403.8(f)(2)(viii)(C)). Note that changes to the SNC requirements for late reports, for the type of newspapers must be used for publishing SNC violations, and for the application of SNC to SIUs only are optional revisions.

What follow-up actions are required? State regulations must be revised, if necessary, to reflect the expanded coverage of Standards and Requirements in the SNC definition. In addition, if necessary, POTWs need to revise their SNC definition in their legal authority, enforcement response plan, and/or program procedures to reflect expanded coverage of standards and requirements in the SNC definition.

6. SIU reports must include BMP compliance information [§ 403.12(b), (e), (h)]

Description of required change: The final Streamlining Rule requires SIUs to submit documentation as required by the Control Authority or applicable Pretreatment Standards and Requirements to determine compliance with BMP-based Standards or local limits.

What follow-up actions are required? State regulations must be revised, if necessary, to require SIUs to report on compliance with BMP-based categorical Pretreatment Standards or local limits. In addition, POTWs must revise their legal authority, enforcement response plan, and program procedures as necessary to require SIUs to report on compliance with BMP-based categorical Pretreatment Standards or local limits, and to enforce those requirements where Users fail to submit the required information.

7. SIU control mechanisms must contain any BMPs required by a Pretreatment Standard, local limits, state, or local law
[403.8(f)(1)(iii)(B)(3)]

Description of recommended change: The final Streamlining Rule clarified that among the effluent limits that must be contained in all SIU control mechanisms are Best Management Practices (BMPs) that are required by a categorical Pretreatment Standard, local limit, state or local law.

What follow-up actions are recommended?

This revision merely clarifies that applicable BMPs would be required to be included in control mechanisms. It is EPA's expectation that most POTWs already have the authority to implement this requirement. POTWs, however, must ensure that they have the legal authority and procedures to implement this requirement, and to include appropriate BMPs in the control mechanism where appropriate. States should revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

8. Documentation of compliance with BMP requirements must be maintained as part of the SIU's and POTW's record-keeping requirements
[§ 403.12(o)]

Description of required change: The final Streamlining Rule clarified that the POTW and the SIU must maintain records of BMP compliance in the same way that other records are maintained as part of § 403.12(o).

What follow-up actions are required? States and POTWs must revise their requirements and program procedures, if necessary, to ensure that they have the authority to implement and enforce this requirement. SIU permits also should be revised to clearly require that this documentation be maintained by the User.

9. Control Authorities which perform sampling for SIUs must perform any required repeat sampling and analysis within 30 days of becoming aware of a violation
[§ 403.12(g)(2)]

Description of required change: The final Streamlining Rule provides that where a Control Authority has assumed responsibility for sampling in lieu of the SIU, it is the Control Authority which must repeat sampling and analysis within 30 days of becoming aware of an exceedance. The only exception to this requirement is if the Control Authority specifically requires the Industrial User to perform the repeat analysis.

What follow-up actions are required? POTWs should generally have the ability to sample any time they determine it is appropriate, and therefore no POTW program revision may be necessary. However, POTWs must revise their approved program as necessary to ensure that they have the legal authority and procedures to implement this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

10. Require periodic compliance reports to comply with sampling requirements, require Control Authority to specify the number of grab samples necessary in periodic and non-categorical SIU reports, and require non-categorical SIUs to report all monitoring results [§ 403.12(g)(3), (4), (6)]

Description of required changes: SIUs are now required to follow sampling requirements in § 403.12 for periodic compliance reports (§ 403.12(e) and (h)), whereas they were previously only explicitly applicable to baseline monitoring reports and 90-day compliance reports. In addition, for the reports required in § 403.12(e) and (h), the final rule requires the Control Authority to indicate the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable categorical Pretreatment Standards and Requirements. Also, the final rule now requires that non-categorical SIUs report all monitoring results, whereas the previous regulations only made this requirement explicit for categorical SIUs.

What follow-up actions are required? State regulations must be revised to reflect these final rule changes. Many POTW pretreatment programs already include these requirements, but POTW legal authorities and program procedures must be revised as necessary to reflect this final rule change.

11. Non-Categorical SIUs are required to provide representative samples in their periodic monitoring reports [§ 403.12(g)(3)]

Description of required change: The final Streamlining Rule extends to the § 403.12(b), (d), and (h) monitoring reports the requirement that SIUs provide data which are representative of conditions during the reporting period.

What follow-up actions are required? Many POTW pretreatment programs already include this requirement, but POTWs must revise their approved program and SIU control mechanisms as necessary to ensure that they have the legal authority and procedures to enforce this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

12. Require notifications of changed discharge to go to the Control Authority and the POTW, where the POTW is not the Control Authority [§ 403.12(j)]

Description of required change: The pretreatment regulations now clarify that Industrial Users must notify the Control Authority, as well as the POTW, if the POTW is not the Control Authority. Prior to the Streamlining Rule, the regulations only specified that the notice go to the POTW.

What follow-up actions are required? State regulations must be revised to require changed discharge notifications to be submitted to the state where the POTW is not the Control Authority. POTWs are not required to make this change since they were already required to be notified in the previous version of § 403.12(j), and the revision brought about by the Pretreatment Streamlining Rule does not change this requirement.

13. How and when the POTW can designate a “duly authorized employee” to sign POTW reports [§ 403.12(m)]

Description of required change: The pretreatment regulations now specify that the POTW must, in writing by the principal executive officer or ranking elected official of the POTW, authorize the use of a “duly authorized employee”. In addition, the regulations require that the authorization be submitted to the Approval Authority prior to or together with the POTW report being submitted.

What follow-up actions are required? State regulations must be revised to require POTWs to follow the procedures for authorizing “duly authorized employees” to sign POTW reports and for submitting reports signed by such employees. POTWs are not required to make this change, although they will be required to follow the new state requirements relating to “duly authorized employee” signatures upon their adoption.



National Pretreatment Program

(40 CFR 403)



Fact Sheet 1.0: Pretreatment Streamlining Rule Summary of Changes Made Under the Streamlining Rule

What is the Streamlining Rule?

The Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection.

How does the Streamlining Rule reduce the burden on the Control Authority?

The Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes, listed below, allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment.

- ◆ Control Authorities may authorize an IU subject to categorical Pretreatment Standards to reduce sampling of a pollutant if the IU demonstrates that a given pollutant is neither present nor expected to be present in the discharge. [§§ 403.8(f)(2)(v) and 403.12]
- ◆ Control Authorities may authorize the use of equivalent concentration limits in lieu of mass limits for Categorical Industrial Users (CIUs) in certain industrial categories. [§ 403.6(c)(6)]
- ◆ Control Authorities may issue general control mechanisms to groups of Significant Industrial Users (SIUs) that are substantially similar. [§ 403.8(f)(1)(iii)]
- ◆ Control Authorities may reduce oversight of certain Categorical Industrial Users based on percentage of contribution to the POTW.
- ◆ Control Authorities may reduce oversight of certain Industrial Users that may be reclassified as Non-Significant Categorical Industrial Users (NCSIUs).

What other significant changes were made under the Streamlining Rule?

In finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program. The Rule:

- ◆ Provides greater flexibility in the use of certain sampling techniques.
- ◆ Allows in certain circumstances Control Authorities to express CIUs' concentration-based categorical Pretreatment Standards as equivalent mass limits. [§ 403.6(c)(5)]

- ◆ Clarifies that POTWs may use Best Management Practices (BMPs) as alternatives to numeric limits that are developed to protect the POTW, water quality, and sewage sludge.
- ◆ Clarifies the definition of significant noncompliance (SNC) as it applies to violations of instantaneous and narrative requirements, and late reports.
- ◆ Makes other miscellaneous changes designed to maintain consistency with the NPDES regulations or to correct typographical errors.

Are any of the changes in the Streamlining Rule required?

Yes, there are required changes in the Streamlining Rule. The majority of the regulatory changes, however, are not required. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If a State wishes to implement these requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

Which changes are required changes?

EPA has identified the 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate State or POTW authorities. These required changes are outlined in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes. Available at: http://www.epa.gov/npdes/pubs/pretreatment_streamlining_required_changes.pdf.

How do Control Authorities and IUs implement these changes?

In order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18. In some cases, State laws must be changed before the Control Authority can incorporate streamlining changes. Industries must comply with requirements from the Streamlining Rule that are more stringent than existing requirements, but may not implement changes that result in less stringent requirements (e.g., reduced monitoring) unless the Control Authority has modified its individually approved pretreatment program and any associated control mechanisms to include the less stringent requirement.

Where can I get more information?

The Streamlining Rule was published in the Federal Register on October 15, 2005 (70 Fed. Reg. 60134). You can get a copy of the rule at EPA's Pretreatment Web site, http://cfpub.epa.gov/npdes/home.cfm?program_id=3. Information is also available from your State or from EPA.

Chapter 705

SEWERS AND SEWAGE DISPOSAL

ARTICLE I

Generally

Section 705.010. Purpose and Policy. [CC 1979 §30-16; Ord. No. 1229 Ch. I §1, 7-17-1984; Ord. No. 92-1 §30-16, 1-7-1992]

- A. This Article sets forth uniform requirements for direct and indirect contributors into the Wastewater Collection and Treatment System for the City and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the general pretreatment regulations (40 CFR, Part 403).
- B. The objectives of this Article are:
 - 1. To prevent the introduction of pollutants into the municipal wastewater system or contaminate the resulting sludge;
 - 2. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
 - 3. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
 - 4. To provide for equitable distribution of the cost of the municipal wastewater system.
- C. This Article provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customer's capacity will not be pre-empted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- D. This Article shall apply to the City and to persons outside the City who are, by contract or agreement with the City, users of the City POTW. Except as otherwise provided herein, the Superintendent of the City POTW shall administer, implement, and enforce the provisions of this Article.

Section 705.020. Definitions and Abbreviations. [CC 1979 §30-17; Ord. No. 1229 Ch. I §§2, 3, 7-17-1984; Ord. No. 92-1 §30-17, 1-7-1992]

- A. *Specific Definitions:* Unless the context specifically indicates otherwise, the following terms and phrases as used in this Article shall have the meanings hereinafter designated:

ACT OR THE ACT — The Federal Water Pollution Control Act, also known as the

Clean Water Act, as amended, 33 USC 1251, et seq.

APPROVAL AUTHORITY — The director in an NPDES State with an approved State pretreatment program and the administrator of the EPA in a non-NPDES State or NPDES State without an approved State pretreatment program.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER

~~An authorized representative of an industrial user may be: —~~

- ~~1. A principal executive Officer of at least the level of Vice-President if the industrial user is a corporation; —~~
- ~~2. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; —~~
- ~~3. A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge operates. —~~

1. If the User is a corporation:

- a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
- b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

3. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

4. The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BEST MANAGEMENT PRACTICES OR BMPS — Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 705.570. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees (20°C) Celsius expressed in terms of weight and concentration (milligrams per liter).

BUILDING SEWER — A sewer conveying wastewater from the premises of a user to the POTW.

~~CATEGORICAL STANDARDS — National categorical pretreatment standards or pretreatment standard.~~

CATEGORICAL INDUSTRIAL USER — An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD — Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CHEMICAL OXYGEN DEMAND OR COD — A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CITY — The City of Neosho or the City Council of Neosho, Missouri.

COMPATIBLE POLLUTANT — Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus, any additional pollutants identified in the publicly owned treatment work's NPDES Permit, where the publicly owned treatment work is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the POTW's NPDES Permit.

~~CONTROL AUTHORITY — The term "control authority" shall refer to the "approval authority," defined hereinabove, or the Superintendent if the City has an approved pretreatment program under the provisions of 40 CFR 403.11.~~

CONTROL AUTHORITY — The term "control authority" shall refer to the City of Neosho.

COOLING WATER — The water discharged from any use such as air-conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DIRECT DISCHARGE — The discharge of treated or untreated wastewater directly to the waters of the State of Missouri.

DAILY MAXIMUM — The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT — The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic measurement of the pollutant concentration derived from all measurements taken that day.

~~ENVIRONMENTAL PROTECTION AGENCY, OR EPA — The U.S. Environmental Protection Agency; or, where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.~~

ENVIRONMENTAL PROTECTION AGENCY or EPA — The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

EXISTING SOURCE — Any source of discharge that is not a “New Source.”

~~GRAB SAMPLE — A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.~~

GRAB SAMPLE — A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

HOLDING TANK WASTE — Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INCOMPATIBLE POLLUTANT — All pollutants other than “compatible pollutants” as defined above.

~~INDIRECT DISCHARGE — The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act (33 USC 1317) into the POTW (including holding tank waste discharged into the system).~~

INDIRECT DISCHARGE OR DISCHARGE — The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER — A source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act (33 USC 1342).

INSTANTANEOUS LIMIT — The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

~~INTERFERENCE — The inhibition or disruption of the POTW treatment processes or operations or which contributes to a violation of any requirement of the City's NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act, (33 USC 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those~~

~~contained in any State sludge management plan prepared pursuant to Title IV) applicable to the method of disposal or use employed by the POTW.~~

INTERFERENCE — A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

LOCAL LIMIT — Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

MEDICAL WASTE — Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MONTHLY AVERAGE — The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

MONTHLY AVERAGE LIMIT — The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

~~NATIONAL CATEGORICAL PRETREATMENT STANDARD OR PRETREATMENT STANDARD~~ — Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (e) of the Act (33 USC 1317) which applies to a specific category of industrial users. (33 USC 1317)

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM OR NPDES PERMIT — A permit issued pursuant to Section 402 of the Act (33 USC 1342).

~~NATIONAL PROHIBITIVE DISCHARGE STANDARD OR PROHIBITIVE DISCHARGE STANDARD~~ — Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR 403.5.

NEW SOURCE

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located; or

- b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
2. Construction on a site on which is an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Subsection 1 (b or c) above but otherwise alters, replaces, or adds to existing process or production equipment.
3. Construction of a "new source" as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin as part of a continuous on-site construction program:
 - (1) Any placement, assembly, or installation of facilities or equipment; or
 - (2) Significant site preparation work, including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

NONCONTACT COOLING WATER — Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

~~PASS-THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge, is a cause of a violation of any requirement of the POTW's NPDES Permit (including an increase in the magnitude or duration of a violation). —~~

PASS THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges

from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

~~PERSON — Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust estate, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context. —~~

PERSON — Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

~~pH — The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution~~

pH — A measure of the acidity or alkalinity of a solution, expressed in standard units.

~~POLLUTANT — Any dredged spoil, spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water. —~~

POLLUTANT — Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POLLUTION — The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

~~PRETREATMENT OR TREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d). —~~

PRETREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

PRETREATMENT REQUIREMENTS — Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

PRETREATMENT STANDARDS or STANDARDS — Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES — Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 705.570 of this ordinance.

PUBLICLY OWNED TREATMENT WORKS or POTW — A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

SEWAGE — Human excrement and gray water (kitchen, laundry, bathing, dishwashing operations, etc.).

SIGNIFICANT INDUSTRIAL USER — All categorical industrial users. Any other industrial user which:

1. Discharges twenty-five thousand (25,000) gallons or more of process wastewater per day.
2. Contributes a process wastewater which makes up five percent (5%) or more of the dry weather average hydraulic or organic capacity of the treatment works.
3. Is designated as such by the "control authority".

SIGNIFICANT INDUSTRIAL USER (SIU) — A Significant Industrial User is:

1. An Industrial User subject to categorical Pretreatment Standards; or
2. An Industrial User that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
3. The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never

discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

- a. The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
- b. The Industrial User annually submits the certification statement required in Section 705.540(K) [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
- c. The Industrial User never discharges any untreated concentrated wastewater.

SLUG LOAD or SLUG DISCHARGE — Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 705.570 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) — A classification pursuant to the "Standard Industrial Classification Manual" issued by the Executive Office of the President, Office of Management and Budget, 1972.

STATE — State of Missouri.

STORM WATER — Any flow occurring during or following any form of natural precipitation and resulting from ~~therefrom~~ such precipitation, including snowmelt.

SUPERINTENDENT — The person designated by the City to supervise the operation of publicly owned treatment works and who is charged with certain duties and responsibilities by this Article, or his/her duly authorized representative.

SUSPENDED SOLIDS — The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

TOTAL TOXIC ORGANICS — The summation of all quantifiable values greater than .01 mg/l for the following toxic organics; refer to Federal Register Volumes 48 to 132, Friday, July 15, 1983, Subpart A. Metal Finishing Subcategory, Section 433.11(e) TTO.

TOXIC POLLUTANT — Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provision of CWA 307(a) or other acts.

~~USER — Any person who contributes, causes or permits the contribution of wastewater into the City's POTW.~~

USER OR INDUSTRIAL USER — A source of indirect discharge.

~~WASTEWATER — The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.~~

WASTEWATER — Liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER TREATMENT PLANT or TREATMENT PLAN — That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

~~WASTEWATER CONTRIBUTION PERMIT — As set forth in Section 705.480 et seq.~~

~~WATERS OF THE STATE — All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.~~

B. *Abbreviations.* The following abbreviations shall have the designated meanings:

1. *BMP*: Best management practice
2. *BMR*: Baseline monitoring report
3. *BOD*: Biochemical oxygen demand
4. *CFR*: Code of Federal Regulations
5. *COD*: Chemical oxygen demand
6. *EPA*: Environmental Protection Agency
7. *gpd*: Gallons per day
8. *IU*: Industrial user
9. *l*: Liter
10. *mg*: Milligrams
11. *mg/l*: Milligrams per liter
12. *NPDES*: National Pollutant Discharge Elimination System
13. *POTW*: Publicly owned treatment works
14. *RCRA*: Resource Conservation and Recovery Act

15. *SIC*: Standard industrial classification

16. *SIU*: Significant Industrial User

17. *SWDA*: Solid Waste Disposal Act, USC 6901 et seq.

18. *USC*: United States Code

19. *TSS*: Total suspended solids

20. *TTO*: Total toxic organics

Section 705.030. Application of Article. [CC 1979 §30-18; Ord. No. 1229 Ch. VII §1, 7-17-1984; Ord. No. 92-1 §30-18, 1-7-1992]

- A. All provisions of this Article shall apply to sanitary sewage and industrial wastes except as stipulated herein.
- B. All requirements of this Article apply to sewage being discharged into either a sanitary sewer or a storm sewer.

Section 705.040. Use of City System Declared Privilege. [CC 1979 §30-19; Ord. No. 1229 Ch. VII §2, 7-17-1984; Ord. No. 92-1 §30-19, 1-7-1992]

The use of the sewers and drains of the City for the purpose of removing sanitary sewage and industrial waste from property situated outside the City limits is hereby declared to be a privilege.

Section 705.050. Compliance Required. [CC 1979 §30-20; Ord. No. 1229 Ch. IV §1, 7-17-1984; Ord. No. 92-1 §30-20, 1-7-1992]

It shall be unlawful to discharge without a City permit to any natural outlet within the City or in any area under the jurisdiction of the City, or to the POTW any wastewater except as authorized by the Superintendent in accordance with the provisions of this Article.

Section 705.060. Sanitary Toilet Required in Sewer District, Etc. [CC 1979 §30-21; Ord. No. 1229 Ch. VII §3, 7-17-1984; Ord. No. 92-1 §30-21, 1-7-1992]

The owner of every building in which persons live or have their occupation and located within a sewer district shall maintain a sanitary toilet, connected with a sanitary sewer, for the use of the occupants of such building. The computation of such one hundred (100) feet shall mean one hundred (100) feet from the property line nearest the sewer main.

Section 705.070. Unlawful Deposits Generally. ¹ [CC 1979 §30-22; Ord. No. 1229 Ch. VII §4, 7-17-1984; Ord. No. 92-1 §30-22, 1-7-1992]

It shall be unlawful for any person to place, deposit or permit to be deposited in any

unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City any human or animal excrement, garbage or other objectionable waste.

Section 705.080. Protection of System From Damage.² [CC 1979 §30-23; Ord. No. 1229 Ch. VII §8, 7-17-1984; Ord. No. 92-1 §30-23, 1-7-1992]

- A. All regulations pertaining to building sewers and connections shall be governed by this Code.
- B. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Section 705.090. Falsifying Information. [CC 1979 §30-24; Ord. No. 1229 Ch. VI §2, 7-17-1984; Ord. No. 92-1 §30-24, 1-7-1992]

1. Cross Reference — Depositing slops, septage, etc., on streets or sidewalks, §215.570.

2. Cross Reference — Destruction of property, generally, §215.270 et seq.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Article, or Wastewater ~~Contribution~~ **Discharge** Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than three (3) months, or by both such fine and imprisonment.

Section 705.100. Confidential Information. [CC 1979 §30-25; Ord. No. 1229 Ch. IV §8, 7-17-1984; Ord. No. 92-1 §30-25, 1-17-1992]

- A. Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other Governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.
- B. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to Governmental agencies for uses related to this Article, the NPDES Permit, State Disposal System Permit and/or the pretreatment programs; however, such portions of a report shall be available for use by the State or any State Agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

- C. Information accepted by the City as confidential shall not be transmitted to any Governmental agency (except EPA) or to the general public by the City until and unless a ten-day notification is given to the user.

ARTICLE II Enforcement

Section 705.110. Civil Penalties. [CC 1979 §30-31; Ord. No. 1229 Ch. VI §1, 7-17-1984; Ord. No. 92-1 §30-31, 1-7-1992]

~~Any user who is found to have violated an order of the City Council or the orders, rules, regulations and permits issued hereunder shall be fined not less than five hundred dollars (\$500.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the City may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Article or the orders, rules, regulations, and permit issued hereunder.—~~

- A. ~~A User who has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.~~
- B. ~~The Superintendent may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.~~
- C. ~~In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.~~
- D. ~~Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.~~

Section 705.120. Notification of Violation. [CC 1979 §30-32; Ord. No. 1229 Ch. V §3, 7-17-1984; Ord. No. 92-1 §30-32, 1-7-1992]

Whenever the City finds that any user has violated or is violating this Article, Wastewater ~~Contribution Discharge~~ Permit, or any prohibition, limitation or requirements contained herein, the City may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the City by the user.

Section 705.130. Show-Cause Hearing. [CC 1979 §30-33; Ord. No. 1229 Ch. V §4, 7-17-

1984; Ord. No. 92-1 §30-33, 1-7-1992]

- A. The City may order any user who causes or allows an unauthorized discharge to show cause before the City Council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the City Council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the City Council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.
- B. The City Council may itself conduct the hearing and take evidence, or may designate any of its members or any officer or employee of the City to:
 - 1. Issue in the name of the City Council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - 2. Take the evidence;
 - 3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the City Council for action thereon.
- C. At any hearing held pursuant to this Article, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
- D. After the City Council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further order and directives as are necessary and appropriate may be issued.

Section 705.140. Legal Action. [CC 1979 §30-34; Ord. No. 1229 Ch. V §5, 7-17-1984; Ord. No. 92-1 §30-34, 1-7-1992]

If any person is found in violation of the provisions of this Article, Federal or State pretreatment requirements or any order of the City, the City Attorney may commence an action for appropriate legal and/or equitable relief in the Circuit Court of this County.

Section 705.150. Suspension of Permit or Service. [CC 1979 §30-35; Ord. No. 1229 Ch. V §1, 7-17-1984; Ord. No. 92-1 §30-35, 1-7-1992]

~~A. The City may suspend the wastewater treatment service and/or a Wastewater Contribution Permit when such suspension is necessary, in the opinion of the City, in order to stop an actual or threatened discharge which presents or may present an~~

~~imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the POTW, or causes the City to violate any condition of its NPDES Permit.—~~

- ~~B.—Any person notified of a suspension of the wastewater treatment service and/or the Wastewater Contribution Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The City shall reinstate the Wastewater Contributions Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the City within fifteen (15) days of the date of occurrence.—~~

The Superintendent may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Superintendent may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Superintendent may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Superintendent that the period of endangerment has passed.
- B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause hearing under Sections 705.130 of this ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

Section 705.160. Revocation of Permit. [CC 1979 §30-36; Ord. No. 1229 Ch. V §2; 7-17-1984; Ord. No. 92-1 §30-36, 1-7-1992]

- ~~A.—Any user who violates the following conditions of this Article or applicable State and Federal regulations is subject to having his/her permit revoked in accordance with the procedures of this Article:~~

1. ~~Failure of a user to factually report the wastewater constituents and characteristics of his/her discharge;—~~
2. ~~Failure of the user to report and get approval from the City before any significant changes in operations and wastewater constituents are made;—~~
3. ~~Refusal of reasonable access to the user's premises for the purposes of inspection or monitoring; or—~~
4. ~~Violation of conditions of the permit.——~~

The City is authorized to revoke a User's permit, in accordance with the procedures of this section, in order to end all undesirable new or increased discharges or for good cause, including, but not limited to, the reasons listed in Section 705.531 of this Ordinance.

Section 705.170. Publication of Industrial Users in Significant Non-Compliance. [CC 1979 §30-37; Ord. No. 92-1 §30-37, 1-7-1992]

- A. The City shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the ~~industrial~~ users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. ~~The term "significant non-compliance" shall mean:—~~ The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs C, D, or H of this Section) and shall mean:
1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of ~~wastewater~~ measurements taken for the same pollutant parameter during a 6-month period exceed a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, ~~the daily maximum limit or average limit for the same pollutant parameter~~ by any amount.
 2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Article VIII, ~~of the daily maximum limit or the average limit~~ multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
 3. Any other ~~discharge~~ violation of a Pretreatment Standard or Requirement as defined by Section II (Daily Maximum, long term average, Instantaneous Limit, or narrative standard) that the City believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of City personnel or the general public).

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge Permit or enforcement order for starting construction, completing construction or attaining final compliance.
6. Failure to provide, within ~~thirty (30)~~ forty-five (45) days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports ~~with categorical Pretreatment Standard deadlines~~, periodic self-monitoring reports, and reports on compliance with compliance schedules.
7. Failure to accurately report non-compliance.
8. Any other violation(s), ~~which may include a violation of Best Management Practices~~, which the City determines will adversely affect the operation or implementation of the local pretreatment program.

ARTICLE III Building Sewers and Connections

Section 705.180. When Connections Required. [CC 1979 §30-39; Ord. No. 92-1 §30-39, 1-7- 1992; Ord. No. 96-62 §1, 12-17-1996]

- A. All persons and property owners owning dwelling houses or buildings within the City, which buildings are, or shall be, located within two hundred (200) feet of a sewer, or in a block through which a sewer extends, shall make such connections with such sewer as may be necessary in the judgment of the City, for the purpose of disposing of all substances from any such building affecting the public health that may be lawfully and properly disposed of by means of such sewer.
- B. The City may require property owners owning dwelling houses or buildings within the City which are located more than two hundred (200) feet of a sewer or outside a block through which a sewer extends to connect to such sewer when in the judgment of the City the public sewer is reasonably accessible. The public sanitary sewer shall be considered reasonably accessible when the total cost of connection to the public sewer does not exceed the cost of a private sanitary sewer system by more than fifty percent (50%) as determined by the City Engineer, who shall determine such costs taking into consideration the following:
 1. The cost of extending and installing the public sanitary sewer to the center of the street abutting upon the property to be served plus the cost of installing and connecting four (4) inch sewer service lines to the sewer main and running the same to a point four (4) feet outside the buildings to be served on said property.

2. The cost of a private sanitary sewer system for such property shall be determined considering the use of a concrete septic tank of one thousand one hundred (1,100) gallon minimum capacity, one (1) concrete distribution box and a minimum of two hundred (200) feet of field tile, all installed in accordance with acceptable standards.
- C. All such sewer connections as ordered by the City in accordance with the provisions of this Section shall be in full compliance with the requirements of the provisions of the Plumbing Code of the City.

Section 705.190. Connections by City Upon Owner's Failure to Connect — Collection of Costs. [CC 1979 §30-40; Ord. No. 92-1 §30-40, 1-7-1992]

If any person required to connect the sewer system pursuant to Section 705.260 shall fail, neglect or refuse to connect any building with the sewer system as aforesaid and as herein provided for, for more than thirty (30) days after being notified in writing by the City, then the City may advertise for bids for the construction and making of such sewer connection and may contract therefor with the lowest responsible bidder or bidders and cause such premises to be connected with the sewer system; and the costs and expenses thereof shall be assessed against the property and premises to be connected.

Section 705.200. Permit. [CC 1979 §30-41; Ord. No. 1229 Ch. VIII §1, 7-17-1984; Ord. No. 92-1 §30-41, 1-7-1992; Ord. No. 93-23 §2, 6-15-1993]

- A. There shall be one (1) building sewer permit covering contributors of sanitary sewage, as well as establishments producing industrial wastes.
- B. The person or his/her agent shall make application on a special form furnished by the City. Connection and inspection fee of twenty-five dollars (\$25.00) must accompany the application.
- C. The permit application shall be supplemented by any plan, specification or other information considered pertinent in the judgment of the approving authority.
- D. *Connection Fees.*
 1. Any person making application to connect to an active Sewer District, shall before connection to the sewer main, pay to the City of Neosho the amount of the principal charged per connection to the original sewer district members. Any sewer main extension making connection to an active sewer district line shall pay a connection fee for each platted lot prior to connection. These fees shall be applied to any remaining debt of the sewer district to which the connection is made. If the remaining debt is less than the total amount of the hook-up fee, the lesser amount shall apply.
 2. The connection fee for Sewer District Number 17, also known as Macy Area Sewer District, will be four thousand two hundred dollars (\$4,200.00) per connection.

Section 705.210. Application for Service. [CC 1979 §30-42; Ord. No. 1229 Ch. VIII §2, 7-17-1984; Ord. No. 92-1 §30-42, 1-7-1992]

Any person desiring or needing sewerage service from the City shall make written application for such service with the approving authority. The applicant shall state all information necessary to both the billing office and the Service Department, and shall agree to comply with all provisions of this Article and with any other ordinance affecting sewer services.

Section 705.220. Costs to Be Borne by the User. [CC 1979 §30-43; Ord. No. 1229 Ch. VIII §4, 7-17-1984; Ord. No. 92-1 §30-43, 1-7-1992]

All costs and expense incident to the installation and connection of the building sewer shall be borne by the person using the sewerage system. The person shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 705.230. Work to Be Performed by Licensed, Bonded Plumbers — Exception. [CC 1979 §30-44; Ord. No. 1229 Ch. VIII §3, 7-17-1984; Ord. No. 92-1 §30-44, 1-7-1992]

Only a plumber duly licensed by the City as a plumber and who has furnished a bond as required by ordinances of the City shall do plumbing work in connection with the sewer system of the City as herein provided, except that this Section shall not apply to persons who are under employment by the City.

Section 705.240. Separate Building Sewer Required for Each Building — Exception. [CC 1979 §30-45; Ord. No. 1229 Ch. VIII §5, 7-17-1984; Ord. No. 92-1 §30-45, 1-7-1992]

A separate and independent building sewer shall be provided for every building, except buildings of common ownership and control may use a common building sewer.

Section 705.250. When Use of Old Building Sewers Permitted. [CC 1979 §30-46; Ord. No. 1229 Ch. VIII §6, 7-17-1984; Ord. No. 92-1 §30-46, 1-7-1992]

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the authority, to meet all requirements of this Article.

Section 705.260. Size, Slope, Alignment, Materials, and Installation Methods. [CC 1979 §30-47; Ord. No. 1229 Ch. VIII §7, 7-17-1984; Ord. No. 92-1 §30-47, 1-7-1992]

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and the Plumbing Code or other applicable rules and regulations of the City.

Section 705.270. Elevation. [CC 1979 §30-48; Ord. No. 1229 Ch. VIII §8, 7-17-1984; Ord. No. 92-1 §30-48, 1-7-1992]

Whenever possible, the building sewer shall be brought to the building at an elevation

below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Section 705.280. Connection to Public Sewer. [CC 1979 §30-49; Ord. No. 1229 Ch. VIII §9, 7-17-1984; Ord. No. 92-1 §30-49, 1-7-1992]

The connection of the building sewer into the public sewer shall be made by using a "Fowler Quick Way Sewer Tap" or a similar type connection as approved by the City Building Inspector. All such connections shall be made gastight and watertight.

ARTICLE IV Mains

Section 705.290. Conformance to State Standards — Connection of Unapproved Mains, Etc., to City System Prohibited. [CC 1979 §30-56; Ord. No. 1229 Ch. IX §5, 7-17-1984; Ord. No. 92-1 §30-56, 1-7-1992]

- A. All sewer mains and sewer lines constructed after June 6, 1955, for connection with the sewer system of the City shall be constructed in accordance with the standards and requirements of the State Clean Water Commission.
- B. After such date, no sewer main or sewer line not approved by the State Clean Water Commission shall be connected with the City sewer system, nor shall a sewer line not approved by such commission be connected to a private sewer line which is in turn connected with the City sewer system.

Section 705.300. Application for Extension. [CC 1979 §30-57; Ord. No. 1229 Ch. IX §1, 7-17-1984; Ord. No. 92-1 §30-57, 1-7-1992]

Upon written application to the City Collector, any person may make a request for the extension of sewer mains and lines in the streets, alleys or easements within the City in order to permit connections with persons desiring sewer service where existing sewer lines are within reasonable distance for such construction.

Section 705.310. Construction Plan — Costs. [CC 1979 §30-58; Ord. No. 1229 Ch. IX §2, 7-17-1984; Ord. No. 92-1 §30-58, 1-7-1992]

The person or persons desiring a main extension will be responsible for the total cost of extending the sewer main. Contractors must be approved by the City prior to commencement of work. A profile map showing the location, depth, length, etc., must be approved by the City and State prior to construction.

Section 705.320. Determination of Kind and Size of Lines, Etc. [CC 1979 §30-59; Ord. No. 1229 Ch. IX §4, 7-17-1984; Ord. No. 92-1 §30-59, 1-7-1992]

The Water and Sewer Department, under the direction of the City Manager, shall determine the kind and size of sewer lines and appurtenances needed to adequately serve the City; and applicants who make their deposits and desire service under this Article are hereby

advised of the same.

Section 705.330. Mains to Be Under City Management Upon Completion. [CC 1979 §30-60; Ord. No. 1229 Ch. IX §3, 7-17-1984; Ord. No. 92-1 §30-60, 1-7-1992]

Upon the completion of the construction of any mains and lines pursuant to this Article, the same shall become under the sole and exclusive management of the City.

ARTICLE V Private Sewage Disposal

Section 705.340. When Required. [CC 1979 §30-66; Ord. No. 1229 Ch. X §1, 7-17-1984; Ord. No. 92-1 §30-66, 1-7-1992]

Where a public sanitary sewer is not available under the provisions of this Article, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Article.

Section 705.350. Permits and Percolation Test. [CC 1979 §30-67; Ord. No. 1229 Ch. X §2, 7-17-1984; Ord. No. 92-1 §30-67, 1-7-1992]

- A. *Prerequisite to Commencement of Construction.* Before commencement of construction of a private sewage disposal system, the person shall first obtain a written permit signed by the approving authority. A percolation test is required for all systems employing subsurface soil absorption facilities. The facility must be installed accordingly.
- B. *Application.* The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications and other information as deemed necessary by the approving authority.
- C. *Approval by Other Agencies Prerequisite to Issuance.* Before such a permit is issued by the City, the applicant must obtain approval of any State, Federal, or other local agency which has jurisdiction over the operation and construction of such system.
- D. *Inspection and Approval by Approving Authority Prerequisite to Effectiveness.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He/she shall be allowed to inspect the work at any stage of construction; and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered.
- E. *Issuance Restricted When Lot Is Under Certain Size.* No permit by this Section shall be issued for any system employing subsurface soil absorption facilities where the area of the lot is less than fifteen thousand (15,000) square feet.

Section 705.360. Type, Capacities, Location and Layout. [CC 1979 §30-68; Ord. No. 1229 Ch. X §3, 7-17-1984; Ord. No. 92-1 §30-68, 1-7-1992]

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the regulating agency of the State.

Section 705.370. Discharges to Natural Outlets. [CC 1979 §30-69; Ord. No. 1229 Ch. X §5, 7-17-1984; Ord. No. 92-1 §30-69, 1-7-1992]

No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Section 705.380. Excavations. [CC 1979 §30-70; Ord. No. 1229 Ch. X §4, 7-17-1984; Ord. No. 92-1 §30-70, 1-7-1992]

All materials thrown from trenches and other excavations made for the purpose of laying private sewers to connect with the district sewers shall be placed as not to obstruct travel or cause inconvenience to the public or adjoining owners. Proper barriers and lights shall be maintained in the manner provided by this Code. In backfilling, the dirt shall carefully be rammed or flooded so as to keep the pipe in position and avoid settling; and no rock shall be used in filling until there has been one (1) foot of fine earth or gravel placed over the pipe.

Section 705.390. Operation and Maintenance. [CC 1979 §30-71; Ord. No. 1229 Ch. X §6, 7-17-1984; Ord. No. 92-1 §30-71, 1-7-1992]

The contributor shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

ARTICLE VI Service Charges

Section 705.400. Purpose of Cost-Recovery Charges. [CC 1979 §30-81; Ord. No. 1229 Ch. III §§1, 2, 7-17-1984; Ord. No. 92-1 §30-81, 1-7-1992]

- A. It is the purpose of this Article to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be as set forth by the City's schedule of charges and fees.
- B. The City may adopt charges and fees, which may include:
 - 1. Fees for reimbursement of costs of setting up and operating the City's pretreatment program.
 - 2. Fees for monitoring, inspections and surveillance procedures **including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users.**
 - 3. Fees for reviewing accidental discharge procedures and construction.
 - 4. Fees for permit applications **including the cost of processing such applications.**

5. Fees for filing appeals.
 6. Fees for consistent removal by the City of pollutants otherwise subject to Federal Pretreatment Standards.
 7. Fees to recover administrative and legal costs (not included in Section 705.400(B)(2) associated with the enforcement activity taken by the Superintendent to address IU noncompliance; and
 8. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the City.
- C. These fees relate solely to the matters covered by this Article and are separate from all other fees chargeable by the City. Fees will be based on actual costs to the City.

Section 705.410. To Whom Charges Applicable. [CC 1979 §30-82; Ord. No. 1229 Ch. III §3, 7-17-1984; Ord. No. 92-1 §30-82, 1-7-1992]

The sewer service charge shall be applicable to all persons having a sewer connection directly or indirectly with the sewerage system of the City.

Section 705.420. Billing Procedures. [CC 1979 §30-83; Ord. No. 1229 Ch. XI §6, 7-17-1984; Ord. No. 92-1 §30-83, 1-7-1992]

- A. It shall be the duty of the City to prepare and mail to each customer a statement of the sewer service charge, and sewer surcharge.
- B. Any sewer surcharge resulting from Section 705.460(B) shall be shown on the utility bill as a separate item, which shall show the amount of the sewer surcharge and shall be payable at the same time as the sewer service charge.

Section 705.430. When Bills Due — Discontinuance of Service. [CC 1979 §30-84; Ord. No. 1229 Ch. XI §7, 7-17-1984; Ord. No. 92-1 §30-84, 1-7-1992; Ord. No. 116-2002 §1, 9-26-2002]

- A. All bills for sewer service shall be due and payable on or before the fifteenth (15th) day of each month following billing and will be charged with the water bill. If payment is not made within seven (7) days following the date on which the bill becomes due and payable, service may be discontinued by the City.
- B. In the event payment is not made on or before the fifteenth (15th) day of the month on which a bill becomes due and payable, a penalty in the amount of twelve percent (12%) (minimum charge one dollar twenty-five cents (\$1.25)) of the sewer revenue over due shall be charged to the consumer's account by the City.
- C. The City may enforce collection of a delinquent account by the discontinuance of any other utility service furnished to the delinquent customer. A fee of ten dollars (\$10.00) shall be charged for such disconnection of service.

Section 705.440. Measurement of Sewage Flow. [CC 1978 §30-85; Ord. No. 1229 Ch. XI §4, 7-17-1984; Ord. No. 92-1 §30-85, 1-7-1992]

Except as otherwise provided in Section 705.450(D) the gallons of sewage shall be determined as being identical to the gallons of water purchased. Should any contributor desire to meter actual sewage flow in lieu of using water meter flows, the contributor may, at his/her own expense, install, maintain and operate a totalizing sewage flow meter.

Section 705.450. Classification of Users — Monthly Service Charges. [CC 1979 §30-86; Ord. No. 1229 Ch. XI §§1, 2, 7-17-1984; Ord. No. 85-1 §1, 1-8-1985; Ord. No. 87-25 §1, 9-29-1987; Ord. No. 92-1 §30-86, 1-7-1992; Ord. No. 92-27 §1, 7-7-1992; Ord. No. 93-40 §1, 9-23-1993; Ord. No. 94-28 §1, 9-20-1994; Ord. No. 95-44 §1, 9-19-1995; Ord. No. 96-44 §1, 9-17-1996; Ord. No. 97-35 §1, 9-30-1997; Ord. No. 98-35 §1, 9-15-1998; Ord. No. 99-33 §1, 9-21-1999; Ord. No. 37-2000 §1, 9-19-2000; Ord. No. 82-2001 §1, 9-18-2001; Ord. No. 117-2002 §1, 9-26-2002; Ord. No. 151-2003 §1, 9-23-2003; Ord. No. 257-2006 §1, 9-5-2006; Ord. No. 308-2007 §1, 9-18-2007; Ord. No. 350-2008 §1, 9-16-2008; Ord. No. 384-2009 §1, 4-21-2009]

- A. All persons, firms or corporations having a connection directly or indirectly with the sewer system of the City are hereby classified as "*residential users*" and "*other users*."
- B. "*Residential users*" are hereby defined as residential dwelling units serving not more than two (2) families on a single sewer connection.
- C. "*Other users*" shall include all persons, firms or corporations having a sewer connection directly or indirectly with the sewerage system of the City.
- D. The monthly sewer service charge to residential users shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons.
- E. The monthly service charge to "other users" shall be the sum of six dollars twenty-three cents (\$6.23) per month and the sum of three dollars thirty-two cents (\$3.32) per one thousand (1,000) gallons thereafter.
- F. Hotels, motels, hospitals, schools, rest homes, multi-residential units, apartments, mobile home parks, multi-business units and office buildings having only one (1) water account shall be charged the normal monthly sewer service charge as provided for in Subsection(E) hereof.
- G. Hotels, motels, hospitals, schools and rest homes shall not be included in the multi-residential or multi-business provisions but shall be charged the normal sewer service charge.

Section 705.460. Surcharge for Certain Wastes. [CC 1979 §30-87; Ord. No. 1229 Ch. XI §5, 7-17-1984; Ord. No. 92-1 §30-87, 1-7-1992; Ord. No. 93-6 §1, 2-23-1993; Ord. No. 385-2009 §1, 4-21-2009; Ord. No. 411-2009 §1, 9-1-2009; Ord. No. 488-2011 §1, 11-15-2011]

A. When the suspended solids or BOD content of sewage exceed the normal sewage concentrations of these constitutes, a sewage surcharge shall be levied as follows:

1. Suspended solids in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
1. Suspended solids in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
1. Suspended solids in excess of 250 mg/l, \$0.16 per lb. beginning October 1, 2011.
2. BOD content in excess of 250 mg/l, \$0.05 per lb. beginning October 1, 2009.
2. BOD content in excess of 250 mg/l, \$0.10 per lb. beginning October 1, 2010.
2. BOD content in excess of 250 mg/l, \$0.20 per lb. beginning October 1, 2011.

This charge will be in addition to the monthly minimum plus volumetric charges.

B. Any contributor may, if so desired, treat so as to reduce either the excess suspended solids or BOD, or both, to normal levels before discharging such sewage into the public sewers. The surcharge fee is to be based on actual cost of treatment, adjusted biennially.

Section 705.470. Hauled Waste. [CC 1979 §30-88; Ord. No. 92-1 §30-88, 1-7-1992; Ord. No. 488-2011 §2, 11-15-2011]

Hauled waste will be charged at a value of twenty dollars (\$20.00) per one thousand (1,000) gallons.

ARTICLE VII

Administration

~~Wastewater Contribution Permit~~

Section 705.480.—~~For Whom Required. Individual Wastewater Discharge Permit Requirement.~~

[CC 1979 §30-101; Ord. No. 1229 Ch. IV §2.1, 7-17- 1984; Ord. No. 92-1 §30-101, 1-7-1992]

~~All significant users, or any user the City feels would have an impact on the POTW, shall obtain a Wastewater Contribution Permit within one hundred eighty (180) days after the effective date of this Article.—~~

A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the Superintendent, except that a Significant Industrial User that has filed a timely application pursuant to Section 705.482 of this ordinance may continue to discharge for the time period specified therein.

- B. The Superintendent may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this ordinance.
- C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Article II of this ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

Section 705.481. Wastewater Analysis.

When requested by the Superintendent, a User must submit information on the nature and characteristics of its wastewater within fifteen (15) days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Section 705.482. Individual Wastewater Discharge Permitting: Existing Connections.

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Superintendent for an individual wastewater discharge permit in accordance with Section 705.490 of this ordinance, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date of this ordinance except in accordance with an individual wastewater discharge permit issued by the Superintendent.

Section 705.483. Individual Wastewater Discharge Permitting: New Connections.

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 705.490 of this ordinance, must be filed at least one hundred and twenty (120) days prior to the date upon which any discharge will begin or recommence.

Section 705.490. Individual Wastewater Discharge Permit Application Contents. [CC 1979 §30-102; Ord. No. 1229 Ch. IV §2.2, 7-17-1984; Ord. No. 92-102 §30-102, 1-7-1992]

~~A. Users required to obtain a Wastewater Contribution Permit shall complete and file with the City an application in the form prescribed by the City, and accompanied by a fee of fifty dollars (\$50.00). Existing users shall apply for a Wastewater Contribution Permit within thirty (30) days after the effective date of this Article, and proposed new users shall apply at least ninety (90) days prior to connecting to or contributing to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:—~~

- ~~1. Name, address and location if different from the address.—~~

- ~~2. SIC number according to the "Standard Industrial Classification Manual," Bureau of the Budget, 1972, as amended.~~
- ~~3. Wastewater constituents and characteristics, including but not limited to those mentioned in Section 705.570 et seq., as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended.~~
- ~~4. Time and duration of contribution.~~
- ~~5. Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonable variations, if any.~~
- ~~6. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation.~~
- ~~7. Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged.~~
- ~~8. Where known, the nature and concentration of any pollutants in the discharge which are limited by any City, State or deferral pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operations and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards.~~
- ~~9. If additional pretreatment and/or operations and maintenance will be required to meet the pretreatment standards the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:~~
 - ~~a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).~~
 - ~~b. No increment referred to in Paragraph (a) above shall exceed nine (9) months.~~
 - ~~c. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to~~

~~the Superintendent, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.~~

~~5. Each product produced by type, amount, process or processes and rate of production.~~

~~6. Type and amount of raw materials processes (average and maximum per day).~~

~~12. Number of type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system.~~

~~13. The user shall submit a list of any Environmental Control Permits held by the facility.~~

~~14. *Certification statement.* A statement, reviewed by an authorized representative of the industrial user (as defined in 40 CFR 403.12(1)) and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.~~

~~15. Any other information as may be deemed by the City to be necessary to evaluate the permit application.~~

~~B. The City will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the City may issue a Wastewater Contribution Permit subject to terms and conditions provided herein.~~

A. All Users required to obtain an individual wastewater discharge permit must submit a permit application accompanied by a fee of fifty dollars (\$50.00). The Superintendent may require Users to submit all or some of the following information as part of a permit application:

1. Identifying Information.

a. The name and address of the facility, including the name of the operator and owner.

b. Contact information, description of activities, facilities, and plant production processes on the premises;

2. Environmental Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations.

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
- b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- d. Type and amount of raw materials processed (average and maximum per day);
- e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

4. Time and duration of discharges;

5. The location for monitoring all wastes covered by the permit;

6. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 705.600(A)(3) (40 CFR 403.6(e)).

7. Measurement of Pollutants.

- a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process.
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 705.540(G) of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

e. Sampling must be performed in accordance with procedures set out in Section 705.540(H) of this ordinance.

8. Any other information as may be deemed necessary by the Superintendent to evaluate the permit application.

B. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Section 705.491. Application Signatories and Certifications.

A. All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 705.540(J)

B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Superintendent prior to or together with any reports to be signed by an Authorized Representative.

C. A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) must annually submit the signed certification statement in Section 705.540(K). [Note: See 40 CFR 403.3(v)(2)]

Section 705.492. Individual Wastewater Discharge Permit Decisions.

The Superintendent will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete permit application, the Superintendent will determine whether to issue an individual wastewater discharge permit. The Superintendent may deny any application for an individual wastewater discharge permit.

Section 705.500. ~~Conditions Individual Wastewater Discharge Permit Contents.~~ [CC 1979 §30-103; Ord. No. 1229 Ch. IV §2.4, 7-17-1984; Ord. No. 92-1 §30-103, 1-7-1992]

~~A. Wastewater Discharge Permits shall be expressly subject to all provisions of this Article and all other applicable regulations, user charges and fees established by the City. Permits may contain the following:—~~

~~1. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer.—~~

~~2. Limits on the average and maximum wastewater constituents and characteristics.—~~

~~3. Limits on average and maximum rate and time of discharge or requirements~~

~~for flow regulations and equalization.~~

- ~~4. Requirements for installation and maintenance of inspection and sampling facilities.~~
- ~~5. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for test and reporting schedule.~~
- ~~6. Compliance schedules.~~
- ~~7. Requirements for submission of technical reports or discharge reports (see Section 705.540).~~
- ~~8. Requirements for maintaining and retaining plant records relating to wastewater discharge (for at least three (3) years) as specified by the City, and affording City access thereto.~~
- ~~9. Requirements to notify the City and get their approval before any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.~~
- ~~10. Requirements for notification of slug discharges.~~
- ~~11. Other conditions as deemed appropriate by the City to ensure compliance with this Chapter.~~

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual wastewater discharge permits must contain:

1. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
2. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 705.520 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or

best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

6. Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.

B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

5. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

7. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and

8. Other conditions as deemed appropriate by the Superintendent to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

Section 705.510. Individual Wastewater Discharge Permit Duration. [CC 1979 §30-104; Ord. No. 1229 Ch. IV §2.5, 7-17-1984; Ord. No. 92-1 §30-104, 1-7-1992]

~~A permit shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be~~

~~subject to modification by the City during the term of the permit as limitations or requirements as identified in Section 705.490 are modified or other just cause exists. The user shall be informed of any proposed changes in his/her permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.—~~

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Superintendent. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

Section 705.520. Individual Wastewater Discharge Permit Transfer. [CC 1979 §30-105; Ord. No. 1229 Ch. IV §2.6, 7-17-1984; Ord. No. 92-1 §30-105, 1-7-1992]

~~Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the City. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit.—~~

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Superintendent and the Superintendent approves the individual wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

Section 705.530. Individual Wastewater Discharge Permit Modifications. [CC 1979 §30-106; Ord. No. 1229 Ch. IV §2.3, 7-17-1984; Ord. No. 92-1 §30-106, 1-7-1992]

~~Within ninety (90) days of the promulgation of a national categorical pretreatment standard, the Wastewater Contribution Permit of user's subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a national categorical pretreatment standard, has not previously submitted an application for a Wastewater Contribution Permit as required by Section 705.490, the user shall apply for a Wastewater Contribution Permit within one hundred eighty (180) days after the promulgation of the applicable national categorical pretreatment standard. In addition, the user with an existing Wastewater Contribution Permit shall submit to the Superintendent within one hundred eighty (180) days after the~~

~~promulgation of an applicable Federal categorical pretreatment standard the information required by Subsection A (8) and (9) of Section 705.490.—~~

~~A. The Superintendent may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:~~

- ~~1. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;~~
- ~~2. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;~~
- ~~3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;~~
- ~~4. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;~~
- ~~5. Violation of any terms or conditions of the individual wastewater discharge permit;~~
- ~~6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application of in any required reporting;~~
- ~~7. Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;~~
- ~~8. To correct typographical or other errors in the individual wastewater discharge permit; or~~
- ~~9. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 705.520.~~

Commented [RS1]:

Section 705.531. Individual Wastewater Discharge Permit Revocation.

~~The Superintendent may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:~~

- ~~A. Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;~~
- ~~B. Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 705.540(D) of this ordinance;~~
- ~~C. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application;~~
- ~~D. Falsifying self-monitoring reports and certification statements;~~

- E. Tampering with monitoring equipment;
- F. Refusing to allow the Superintendent timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this ordinance.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

Section 705.532. Individual Wastewater Discharge Permit Reissuance.

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 705.490 of this ordinance, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

Section 705.533. Regulation of Waste Received from Other Jurisdictions.

- A. If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an intermunicipal agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph A, above, the Superintendent shall request the following information from the contributing municipality:
 - 1. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 - 2. An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
 - 3. Such other information as the Superintendent may deem necessary.
- C. An intermunicipal agreement, as required by paragraph A, above, shall contain the

following conditions:

1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 705.580 of this ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits;
2. A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
3. A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent.
4. A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of its pretreatment activities;
5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
6. Requirements for monitoring the contributing municipality's discharge;
7. A provision ensuring the Superintendent access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and
8. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

Section 705.540. Reporting Requirements for Permittee. [CC 1979 §30-107; Ord. No. 1229 Ch. IV §3, 7-17-1984; Ord. No. 92-1 §30-107, 1-7-1992; Ord. No. 96-55 §1, 11-5-1996]

A. Baseline Monitoring Report.

1. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant industrial users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Superintendent a report which contains the information listed in Subparagraph (2) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become industrial users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the City a report which contains the

information listed in Subparagraph (2) below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

~~2. The industrial user shall submit the information required by this Section including:—~~

- ~~a. *Identifying information.* The name and address of the facility including the name of the operator and owners.—~~
- ~~b. *Wastewater discharge permits.* A list of any environmental control Wastewater Discharge Permits held by or for the facility.—~~
- ~~c. *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such industrial user. This description should include a schematic process diagram that indicates points of discharge to the POTW from the regulated processes.—~~
- ~~d. *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).—~~
- ~~e. *Measurement of pollutants.*—~~
 - ~~(1) Identify the categorical pretreatment standards applicable to each regulated process.—~~
 - ~~(2) Submit the results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or by the City of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported.—~~
 - ~~(3) Sampling must be performed in accordance with procedures set out in Subsection (E) of this Section.—~~
- ~~f. *Certification.* A statement reviewed by the industrial user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.—~~
- ~~g. *Compliance schedule.* If additional pretreatment and/or O & M will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O & M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.—~~

2. Users described above shall submit the information set forth below.

a. All information required in Section 705.490(A)(1)(a), Section 705.490(A)(2), Section 705.490(A)(3)(a), and Section 705.490(A)(6).

b. Measurement of pollutants.

(1) The User shall provide the information required in Section 705.490(A)(7)(a) through (d).

(2) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(3) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority.

(4) Sampling and analysis shall be performed in accordance with Sections 705.540(G) and 705.540(H).

(5) The Superintendent may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

(6) The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

c. Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 705.020 and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 705.540(B) of this ordinance.

e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 705.540(J) of this ordinance and signed by an Authorized Representative as defined in Section 705.020.

B. Compliance Schedule Progress Reports.

The following conditions shall apply to the compliance schedule required by Section 705.540(2)(d) of this ordinance:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
2. No increment referred to above shall exceed nine (9) months;
3. The User shall submit a progress report to the Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
4. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

C. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following the commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Superintendent a report containing the information described in Section 705.490(A)(6) and (7) and Section 705.540(A)(2)(b)(2) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 705.600, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 705.540(J) of this ordinance. All sampling will be done in conformance with Sections 705.540(G) and 705.540(H).

D. Periodic Compliance Reports.

- ~~1. Any user subject to a pretreatment standard, after the compliance date of such pretreatment standard, or in the case of a new source, after commencement of the discharge into the POTW, shall submit to the Superintendent semi-annual reports due on July twentieth (20th) and January twentieth (20th) of each year,~~

~~unless required more frequently in the pretreatment standard or by the Superintendent, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, the report shall include a record of all daily flows which during the reporting period exceed the average daily flow. At the discretion of the Superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Superintendent may agree to alter the months during which the above reports are to be submitted.—~~

- ~~2. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Subparagraph (1) of this Subsection (B) shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be prescribed in the applicable pretreatment standard. All analysis shall be performed in accordance with procedures established by the administrator pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by the administrator. Sampling shall be performed in accordance with the techniques approved by the administrator. (Comment: Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, "Sampling and Analysis Procedures for Screening of Industrial Effluent for Priority Pollutants," April, 1977, and amendments thereto, or with any other sampling analytical procedures approved by the administrator.)—~~
- ~~3. All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that sample results are unrepresentative of its discharge.—~~
- ~~4. If an industrial user subject to the reporting requirement in and of this Section monitors any pollutant more frequently than required by the POTW, using the procedures prescribed in Subsection (E) of this Section, the results of this monitoring shall be included in the report.—~~
1. Unless required more frequently in a Wastewater Discharge Permit issued by the City, all significant industrial users (SIUs) shall submit to the Superintendent during the months of June and December a periodic compliance report. The report shall contain the results of sampling and analysis of the discharge, including the flow rate and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable pretreatment standard. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User

must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User. The frequency of sampling and analysis shall be as prescribed in Section 705.540(H)(1). The reporting frequency for any industry may be altered by the Superintendent upon consideration of such factors as actual flow rates and pollutant concentrations, seasonal production schedules, etc.

2. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or in other cases where the imposition of mass limitations are appropriate. In such cases, the semi-annual self-monitoring report shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user.
3. All significant industrial users (SIUs) shall sample and analyze their wastewater discharge at the frequency stipulated in their Wastewater Discharge Permit. Monitoring shall consist of sampling the discharge and determining the nature and concentration of pollutants contained therein which are limited by the applicable pretreatment standard. Upon promulgation of a national categorical pretreatment standard for a particular industrial category containing more stringent monitoring requirements, the requirements of this Section shall immediately be superseded. The Superintendent shall notify all affected users of the more stringent requirements.
4. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
5. Periodic compliance reports shall contain the results of all sampling and analysis performed by the user during the period covered by the report. If sampling and analysis performed by the user indicates a violation of permit limitations, the user shall notify the POTW within twenty-four (24) hours of becoming aware of the violation. The user shall repeat the sampling and analysis and submit both analyses to the Superintendent within thirty (30) consecutive calendar days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.
6. The periodic compliance reports shall be based upon data obtained through appropriate sampling and analysis as described in Sections 705.540(G) and 705.540(H), performed during the period covered by the report, which data is representative of conditions occurring during the reporting periods.
7. The periodic compliance report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment standards or requirements.

8. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Superintendent, using the procedures prescribed in 705.540(H) of this ordinance, the results of this monitoring shall be included in the report. [Note: See 40 CFR 403.12(g)(6)]

~~B. *Report of Changed Conditions.* Each industrial user is required to notify the Superintendent of any planned significant changes to the industrial user's operations or system which might alter the nature, quality or volume of its wastewater at least (90) days before the change.~~

~~1. The Superintendent may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater Discharge Permit application.~~

~~2. The Superintendent may issue a Wastewater Discharge Permit under Section 705.490 or modify an existing Wastewater Discharge Permit under Section 705.530.~~

E. Reports of Changed Conditions.

Each user must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

1. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 705.540(A) of this ordinance.

2. The Superintendent may issue an individual wastewater discharge permit under Section 705.532 of this ordinance or modify an existing wastewater discharge permit under Section 705.530 of this ordinance in response to changed conditions or anticipated changed conditions.

3. No industrial user shall implement the planned changed conditions until and unless the Superintendent has responded to the industrial user's notice.

4. For purposes of this requirement, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants, shall be deemed significant.

F. Reports of Potential Problems.

1. In the case of any discharge, including but not limited to accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load ~~or a slug load~~ which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 705.570, it is the responsibility of the industrial user to immediately telephone and notify the City of the incident. This notification shall include the location of discharge, type of waste,

concentration and volume, if known, and corrective actions taken by the industrial user.

2. Within five (5) days following such discharge, the industrial user shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, **fish kills**, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, civil penalties, or other liability which may be imposed by this Article **or other applicable law**.
3. Failure to notify the City of potential problem discharges shall be deemed a separate violation of this Article.
4. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in Subparagraph (1) above. Employers shall ensure that all employees who may cause or suffer such a discharge to occur are advised of the emergency notification procedure.
5. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a slug discharge.

G. Analytical Requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Superintendent or other parties approved by EPA.

H. Sample Collection.

- ~~1. Except as indicated in Subparagraph (2) below, the industrial user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is unfeasible, the Superintendent may authorize the use of time proportional sampling or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.~~
- ~~2. Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.~~

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

1. Except as indicated in Subsections 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
3. For sampling required in support of baseline monitoring and 90-day compliance reports required in 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 705.540(B) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

1. Record Keeping Requirements.

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 705.580(C). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Superintendent.

~~F. *Additional Requirements.* All baseline monitoring reports, reports on compliance with categorical standards, and periodic reports on continued compliance must~~

contain the following:—

J. Certification statement.

The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sections 705.491 and 705.500; Users submitting baseline monitoring reports under Section 705.540(A); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 705.540(C) and Users submitting periodic compliance reports required by Section 705.540(D). The following certification statement must be signed by an Authorized Representative as defined in Section 705.020.

1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations."
2. Signature of an authorized representative of the industrial user (as designed in 40 CFR 403.12(1)).

K. Annual Certification for Non-Significant Categorical Industrial Users.

A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 705.020(A) and 705.491(C) [Note: See 40 CFR 403.3(v)(2)], must annually submit the following certification statement signed by an Authorized or Duly Authorized Representative of the User as described in 705.020(A) [Note: See 40 CFR 403.120(1)]. This certification must accompany an alternative report if required by the Superintendent:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR , I certify that, to the best of my knowledge and belief that during the period from , to , [months, days, year]:

1. The facility described as met the definition of a Non-Significant Categorical Industrial User;
2. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
3. The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

**ARTICLE VIII
Discharge Limitations**

Section 705.550. Unlawful Discharge to Natural Outlets or Areas Under City Jurisdiction. [CC 1979 §30-111; Ord. No. 1229 Ch. VII §5, 7-17-1984; Ord. No. 92-1 §30-111, 1-7-1992]

It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.

Section 705.560. Discharge of Unpolluted Drainage and Waters Restricted. [CC 1979 §30-112; Ord. No. 1229 Ch. VII §6, 7-17-1984; Ord. No. 92-1 §30-112, 1-7-1992]

- A. No person shall discharge or cause to be discharged any storm water, surface water, interior or exterior foundation drains, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer.
- B. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the approving authority.
- C. Industrial cooling water or unpolluted process waters may be discharged, upon approval by the approving authority, to a storm sewer or to a natural outlet.

Section 705.570. General Discharge Prohibitions. [CC 1979 §30-113; Ord. No. 1229 Ch. II §1, 7-17-1984; Ord. No. 92-1 §30-113, 1-7-1992]

- ~~A. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operations or performance of the POTW. These general prohibitions apply to all such users of a POTW whether or not the user is subject to national categorical pretreatment standards or requirements. A user may not contribute the following substances to any POTW:—~~
- ~~1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which are a hazard to the system.—~~
 - ~~2. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half (½) inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar,~~

~~asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.—~~

- ~~3. Any wastewater having a pH less than 6.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW.—~~
- ~~4. Any wastewater containing toxic pollutants in sufficient quantity either single or by interaction with other pollutants to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act.—~~
- ~~5. Any noxious or malodorous liquids, gases or solids which either singly or by interaction with others wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.—~~
- ~~6. Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act or any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, or State criteria applicable to the sludge management method being used.—~~
- ~~7. Any substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.—~~
- ~~8. Any wastewater with objectionable color not removed in the treatment process, such as but not limited to dye wastes and vegetable tanning solutions.—~~
- ~~9. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds forty degrees (40°) Celsius, (104° F) unless the POTW treatment plant is designed to accommodate such temperatures.—~~
- ~~10. Any pollutants, including oxygen-demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no case shall a sludgeload have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities or flow during normal operation.—~~

- ~~11. Any wastewater containing any radioactive wastes or isotopes of such half life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.—~~
- ~~12. Any wastewater which causes a hazard to human life or creates a public nuisance.—~~
- ~~13. Any wastewater discharge with a closed cap flash point of less than one hundred forty degrees Fahrenheit (140°F).—~~
- ~~14. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.—~~
- ~~15. Any trucked or hauled pollutants, except at discharge points designated by the Superintendent.—~~

~~B. When the Superintendent determines that a user is contributing to the POTW any of the above-enumerated substances in such amounts as to interfere with the operation of the POTW, the Superintendent shall advise the user of the impact of the contribution on the POTW and develop effluent limitations for such user to correct interference with the POTW.—~~

A. General Prohibitions: No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

B. Specific Prohibitions: No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
2. Wastewater having a pH less than 6.0 or more than 9.5, or otherwise causing corrosive structural damage to the POTW or equipment;
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POT resulting in Interference but in no case solids greater than three inch(es) (3") or seven centimeter(s) (7 cm) in any dimension];
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
5. Wastewater having a temperature greater than 150 degrees F (65degrees C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
8. Trucked or hauled pollutants, except at discharge points designated by the Superintendent.
9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
12. Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Superintendent;
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
14. Medical Wastes, except as specifically authorized by the Superintendent in an individual wastewater discharge permit;
15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
16. Detergents, surface active agents, or other substances which that might cause excessive foaming in the POTW;
17. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l;
18. Hazardous wastes as defined in 40 CFR Part 261.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Section 705.580. Specific Pollutant Limitations. [CC 1979 §30-114; Ord. No. 1229 Ch. II §4, 7-17-1984; Ord. No. 92-1 §30-114, 1-7-1992; Ord. No. 96-55 §2, 11-5-1996; Ord. No. 99-35 §1, 10-5-1999]

A. The Superintendent is authorized to establish Local Limits pursuant to 40 CFR

403.5(c).

- B. Any waters or wastes containing the following substances to such a degree that the maximum concentration loading from all SIU's exceeds the limit specified in the table below. The Public Works Director will develop the permit limitations for all users that meet the definition of S.I.U. as defined by City Ordinance. The Table of Maximum Concentration Allowable is as follows:
Maximum Concentration Allowable (mg/l) from S.I.U.'s per Day.

No person shall discharge wastewater containing in excess of:

		Monthly Average (mg/l)	Daily Maximum (mg/l)
Arsenic	-	0.069	-
Cadmium	(T)	0.09	0.69
Copper	(T)	1	3.38
Chromium	(T)	1.55	2.77
Cyanide	(T)	0.042	1.2
Lead	(T)	0.4	0.69
Mercury	(T)	0.007	-
Nickel	(T)	*	3.98
Phenols	(T)	1	-
Silver	-	0.24	0.43
Zinc	(T)	1.48	2.61
Sulfate	-	**	-
pH	-	-	6.0 to 10.0
Oil and Grease	-	-	200
TTO (total toxic organics)	-	-	2.13

*Nickel — At no time shall the headworks of the POTW's (Shoal Creek, Crowder) exceed 1.778 lbs. per day from industrial sources.

**Sulfate — At no time shall the headworks of the POTW's combined exceed 1140 lbs. per day from industrial sources.

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to the concentration-based limitations above.

- C. The Superintendent may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 705.570.

Section 705.590. Dilution of Excessive Discharge. [CC 1979 §30-115; Ord. No. 1229 Ch. II §7, 7-17-1984; Ord. No. 92-1 §30-115, 1-7-1992]

~~No user shall use clean water in an attempt to dilute discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the~~

~~Federal categorical pretreatment standards, or in any other pollutant-specific limitations developed by the City or State.~~

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 705.600. Status of Federal Categorical Pretreatment Standards. [CC 1979 §30-116; Ord. No. 1229 Ch. II §2, 7-17-1984; Ord. No. 92-1 §30-116, 1-7-1992]

~~Upon the promulgation of the Federal categorical pretreatment standard, if more stringent than limitations imposed under this Article for sources in that subcategory, the Federal standard shall immediately supersede the limitations imposed under this Article. The Superintendent shall notify all affected users of the applicable reporting requirements under 40 CFR Section 403.12.~~

A. Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter Subchapter N, Parts 405-471.

1. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with Sections 705.600(A)(4) and 705.600(A)(5).
2. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Superintendent may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
3. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Superintendent shall impose an alternate limit in accordance with 40 CFR 403.6(e).
4. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Superintendent. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 705.600(A)(4)(a)(1) through 705.600(A)(4)(a)(5) below.
 - a. To be eligible for equivalent mass limits, the Industrial User must:
 - (1) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;

- (2) Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
 - (3) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
 - (4) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
 - (5) Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.
- b. An Industrial User subject to equivalent mass limits must:
 - (1) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
 - (2) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - (3) Continue to record the facility's production rates and notify the Superintendent whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph (A)(4)(a)(3) of this Section. Upon notification of a revised production rate, the Superintendent will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - (4) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph (A)(4)(a)(1) of this Section so long as it discharges under an equivalent mass limit.
- c. When developing equivalent mass limits, the Superintendent:
 - (1) Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
 - (2) Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect

changed conditions at the facility; and

- (3) May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 705.590.
5. The Superintendent may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Superintendent.
6. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.
7. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
8. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Superintendent within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Superintendent of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

Section 705.610. Modification of Federal Categorical Pretreatment Standards. [CC 1979 §30-117; Ord. No. 1229 Ch. II §3, 7-17-1984; Ord. No. 92-1 §30-117, 1-7-1992]—

~~Where the City's Wastewater Treatment System achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the City may apply to the approval authority for modification of specific limits in the Federal Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system in ninety-five percent (95%) of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of Title 40 of the Code of Federal Regulations, Part 403, "General Pretreatment Regulations for Existing and New Sources of Pollution," promulgated pursuant to the Act. The City may modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the approval authority is obtained.—~~

Section 705.620. State Requirements. [CC 1979 §30-118; Ord. No. 1229 Ch. II §5, 7-17-1984; Ord. No. 92-1 §30-118, 1-7-1992]

~~State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Article.—~~

Users must comply with State of Missouri Pretreatment Standards codified at 10 CSR 20-6.100.

Section 705.630. City's Right of Revision. [CC 1979 §30-119; Ord. No. 1229 Ch. II §6, 7-17-1984; Ord. No. 92-1 §30-119, 1-7-1992]

~~The City reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 705.010.—~~

The City reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this ordinance.

Section 705.640. Pretreatment. [CC 1979 §30-120; Ord. No. 1229 Ch. IV §7, 7-17-1984; Ord. No. 92-1 §30-120, 1-7-1992]

A. Users shall provide necessary wastewater treatment as required to comply with this Article and shall achieve compliance with all Federal categorical pretreatment standards within the time limitations as specified by the Federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported and be acceptable to the City prior to the user's initiation of the changes.

~~B.—All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or approval authority upon request.—~~

Section 705.650. Interceptors. [CC 1979 §30-121; Ord. No. 1229 Ch. VII §7, 7-17-1984; Ord. No. 92-1 §30-121, 1-7-1992]

- A. Grease, oil or sand interceptors shall be provided by contributors when in the opinion of the approving authority they are necessary for the proper handling of liquid waste containing grease in excessive amounts or any flammable waste, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters of dwelling units.
- B. All interceptors shall be of an approved type and capacity which meets City and State Code requirements and shall be readily and easily accessible for cleaning and inspection.
- C. Where installed, all grease, oil or sand interceptors shall be owned and maintained

in continuously efficient operation at all times by the contributor, at his/her expense.

Section 705.660. Monitoring Facilities. [CC 1979 §30-122; Ord. No. 1229 Ch. IV §5, 7-17- 1984; Ord. No. 92-1 §30-122, 1-7-1992]

- A. The City shall require to be provided and operated at the user's own expense monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the City may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- B. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.

Section 705.670. Inspection and Sampling. [CC 1979 §30-123; Ord. No. 1229 Ch. IV §6, 7-17- 1984; Ord. No. 92-1 §30-123, 1-7-1992]

City personnel shall inspect the facilities of any user to ascertain whether the purpose of this Article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the personnel or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The City, approval authority and (where the NPDES State is the approval authority) the EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City, approval authority and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 705.680. Accidental Discharges. [CC 1979 §30-124; Ord. No. 1229 Ch. IV §8, 7-17- 1984; Ord. No. 92-1 §30-124, 1-7-1992]

- A. *Prevention.* Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review and shall be approved by the City before construction of the

facility. All existing users shall complete [should have completed] such a plan by January 1, 1985. No user who commences contribution to the POTW after the effective date of this Article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet requirements of this Article. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

B. *Written Notice.* Within five (5) days following an accidental discharge, the user shall submit to the Superintendent a detailed written report as described in Section 705.540(F)(2) of this Ordinance. ~~describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Article or other applicable law.~~

~~C. *Notice to Employees.* A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.~~

C. *Accidental Discharge/Slug Discharge Control Plans.* The Superintendent shall evaluate whether or not each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Superintendent may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Superintendent may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

1. Description of discharge practices, including nonroutine batch discharges;
2. Description of stored chemicals;
3. Procedures for immediately notifying the Superintendent of any accidental or Slug Discharge, as required by Section 705.540(F); and
4. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operation, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Section 705.681. Severability.

If any provision of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 705.682. Effective Date.

This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____ 20 ____.

Attest:

City Clerk _____
Mayor



National Pretreatment Program

(40 CFR 403)



Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes

Do any of the Streamlining Rule changes require states or POTWs to modify their pretreatment regulations or program documents?

Yes, there are required changes in the Pretreatment Streamlining Rule. The majority of the regulatory changes made in the final Pretreatment Streamlining Rule, however, are not required. That is, for many of the changes (e.g., sampling for pollutants not present, general control mechanisms, and equivalent mass limits for concentration limits), the state Approval Authority (or Control Authority depending upon which role the state plays in the particular municipality) and POTW Control Authority may choose whether or not they wish to adopt these specific streamlining provisions. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If the state wishes to implement these less stringent requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

There are several streamlining-related changes that are more stringent than the previous Federal requirements and therefore are considered required modifications for the state and/or the POTW. Therefore, to the extent that existing state or POTW legal authorities are inconsistent with the required changes, they must be revised. Of course, where state or local authorities are already consistent with these required provisions, further changes would not be necessary.

Which changes are considered required?

EPA has identified the following 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate state or POTW authorities. States and POTWs should make the changes as soon as possible, and EPA and state NPDES permitting authorities should revise NPDES permits to require implementation of these required changes by POTWs. A general description of each change is included, along with a summary of what state or POTW follow-up actions are needed.

1. Updated removal credits provisions relating to Overflows [§ 403.7(h)]

Description of required change: This change provides updated references relating to requirements that POTWs must meet to adjust removal credits for combined sewer overflows (CSOs).

What follow-up actions are required? Before approving any removal credits, states that are currently delegated oversight of the pretreatment program must revise their regulations where state legal authorities include a provision similar to § 403.7(h). No change to POTW pretreatment programs is necessary based on this regulatory change.

2. Slug control requirements must be included in SIU control mechanisms [§ 403.8(f)(1)(iii)(B)(6)]

Description of required change: The Streamlining Rule requires that applicable slug control requirements be included in the SIU's control mechanism.

What follow-up actions are required? POTWs must incorporate slug control requirements into their SIU control mechanisms and must revise their approved program, if necessary, to ensure that they have the legal authority and procedures to modify control mechanisms as needed. Once the POTW's authority to include these requirements is established, EPA foresees them being incorporated into SIU control mechanisms when the control mechanisms are next reissued. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

3. SIUs must be evaluated for the need for a plan or other action to control slug discharges within a year from the final rule's effective date or from becoming an SIU [§ 403.8(f)(2)(vi)]

Description of required change: The final Streamlining Rule specifies that POTWs must evaluate all of their SIUs for the need for a slug control plan or other actions at least one time. If the POTW has not yet done so, it must complete the evaluations before October 14, 2006 or within a year of the Industrial User being designated as significant. Where the evaluation has been conducted and documented previously, even if conducted prior to publication of the Streamlining Rule, no new evaluation is required.

What follow-up actions are required? For this provision, the applicable state regulations must be revised to specify the October 14, 2006 date for existing SIUs, and the 'within one year' final rule change for Users designated as SIUs after October 14, 2005. While POTWs must conduct this evaluation, as described above, a pretreatment program modification may not be necessary.

4. SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for a slug discharge [§ 403.8(f)(2)(vi)]

Description of required change: The final Streamlining Rule requires SIUs to notify the POTW immediately of changes that occur at the facility affecting the potential for a slug discharge, thereby allowing the POTW to reevaluate the need for a slug control plan or other actions to prevent such discharges.

What follow-up actions are required? POTWs must revise their approved program as necessary to ensure that they have the legal authority and procedures to enforce this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

5. Significant Noncompliance (SNC) definition is expanded to include additional types of Pretreatment Standards and Requirements [§ 403.8(f)(2)(viii)(A-C)]

Description of required change: The final Streamlining Rule made several wording changes that expand the types of Standards and Requirements that are to be considered when determining whether an SIU's violations constitute SNC. These changes affect what EPA considers to be "chronic violations" (§ 403.8(f)(2)(viii)(A)), "Technical Review Criteria violations" (§ 403.8(f)(2)(viii)(B)), and "other" violations (§ 403.8(f)(2)(viii)(C)). Note that changes to the SNC requirements for late reports, for the type of newspapers must be used for publishing SNC violations, and for the application of SNC to SIUs only are optional revisions.

What follow-up actions are required? State regulations must be revised, if necessary, to reflect the expanded coverage of Standards and Requirements in the SNC definition. In addition, if necessary, POTWs need to revise their SNC definition in their legal authority, enforcement response plan, and/or program procedures to reflect expanded coverage of standards and requirements in the SNC definition.

6. SIU reports must include BMP compliance information [§ 403.12(b), (e), (h)]

Description of required change: The final Streamlining Rule requires SIUs to submit documentation as required by the Control Authority or applicable Pretreatment Standards and Requirements to determine compliance with BMP-based Standards or local limits.

What follow-up actions are required? State regulations must be revised, if necessary, to require SIUs to report on compliance with BMP-based categorical Pretreatment Standards or local limits. In addition, POTWs must revise their legal authority, enforcement response plan, and program procedures as necessary to require SIUs to report on compliance with BMP-based categorical Pretreatment Standards or local limits, and to enforce those requirements where Users fail to submit the required information.

7. SIU control mechanisms must contain any BMPs required by a Pretreatment Standard, local limits, state, or local law
[403.8(f)(1)(iii)(B)(3)]

Description of recommended change: The final Streamlining Rule clarified that among the effluent limits that must be contained in all SIU control mechanisms are Best Management Practices (BMPs) that are required by a categorical Pretreatment Standard, local limit, state or local law.

What follow-up actions are recommended?

This revision merely clarifies that applicable BMPs would be required to be included in control mechanisms. It is EPA's expectation that most POTWs already have the authority to implement this requirement. POTWs, however, must ensure that they have the legal authority and procedures to implement this requirement, and to include appropriate BMPs in the control mechanism where appropriate. States should revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

8. Documentation of compliance with BMP requirements must be maintained as part of the SIU's and POTW's record-keeping requirements
[§ 403.12(o)]

Description of required change: The final Streamlining Rule clarified that the POTW and the SIU must maintain records of BMP compliance in the same way that other records are maintained as part of § 403.12(o).

What follow-up actions are required? States and POTWs must revise their requirements and program procedures, if necessary, to ensure that they have the authority to implement and enforce this requirement. SIU permits also should be revised to clearly require that this documentation be maintained by the User.

9. Control Authorities which perform sampling for SIUs must perform any required repeat sampling and analysis within 30 days of becoming aware of a violation
[§ 403.12(g)(2)]

Description of required change: The final Streamlining Rule provides that where a Control Authority has assumed responsibility for sampling in lieu of the SIU, it is the Control Authority which must repeat sampling and analysis within 30 days of becoming aware of an exceedance. The only exception to this requirement is if the Control Authority specifically requires the Industrial User to perform the repeat analysis.

What follow-up actions are required? POTWs should generally have the ability to sample any time they determine it is appropriate, and therefore no POTW program revision may be necessary. However, POTWs must revise their approved program as necessary to ensure that they have the legal authority and procedures to implement this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

10. Require periodic compliance reports to comply with sampling requirements, require Control Authority to specify the number of grab samples necessary in periodic and non-categorical SIU reports, and require non-categorical SIUs to report all monitoring results [§ 403.12(g)(3), (4), (6)]

Description of required changes: SIUs are now required to follow sampling requirements in § 403.12 for periodic compliance reports (§ 403.12(e) and (h)), whereas they were previously only explicitly applicable to baseline monitoring reports and 90-day compliance reports. In addition, for the reports required in § 403.12(e) and (h), the final rule requires the Control Authority to indicate the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable categorical Pretreatment Standards and Requirements. Also, the final rule now requires that non-categorical SIUs report all monitoring results, whereas the previous regulations only made this requirement explicit for categorical SIUs.

What follow-up actions are required? State regulations must be revised to reflect these final rule changes. Many POTW pretreatment programs already include these requirements, but POTW legal authorities and program procedures must be revised as necessary to reflect this final rule change.

11. Non-Categorical SIUs are required to provide representative samples in their periodic monitoring reports [§ 403.12(g)(3)]

Description of required change: The final Streamlining Rule extends to the § 403.12(b), (d), and (h) monitoring reports the requirement that SIUs provide data which are representative of conditions during the reporting period.

What follow-up actions are required? Many POTW pretreatment programs already include this requirement, but POTWs must revise their approved program and SIU control mechanisms as necessary to ensure that they have the legal authority and procedures to enforce this requirement. States must revise their regulations, if necessary, to ensure that they have the authority to enforce this requirement.

12. Require notifications of changed discharge to go to the Control Authority and the POTW, where the POTW is not the Control Authority [§ 403.12(j)]

Description of required change: The pretreatment regulations now clarify that Industrial Users must notify the Control Authority, as well as the POTW, if the POTW is not the Control Authority. Prior to the Streamlining Rule, the regulations only specified that the notice go to the POTW.

What follow-up actions are required? State regulations must be revised to require changed discharge notifications to be submitted to the state where the POTW is not the Control Authority. POTWs are not required to make this change since they were already required to be notified in the previous version of § 403.12(j), and the revision brought about by the Pretreatment Streamlining Rule does not change this requirement.

13. How and when the POTW can designate a “duly authorized employee” to sign POTW reports [§ 403.12(m)]

Description of required change: The pretreatment regulations now specify that the POTW must, in writing by the principal executive officer or ranking elected official of the POTW, authorize the use of a “duly authorized employee”. In addition, the regulations require that the authorization be submitted to the Approval Authority prior to or together with the POTW report being submitted.

What follow-up actions are required? State regulations must be revised to require POTWs to follow the procedures for authorizing “duly authorized employees” to sign POTW reports and for submitting reports signed by such employees. POTWs are not required to make this change, although they will be required to follow the new state requirements relating to “duly authorized employee” signatures upon their adoption.



National Pretreatment Program

(40 CFR 403)



Fact Sheet 1.0: Pretreatment Streamlining Rule Summary of Changes Made Under the Streamlining Rule

What is the Streamlining Rule?

The Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection.

How does the Streamlining Rule reduce the burden on the Control Authority?

The Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes, listed below, allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment.

- ◆ Control Authorities may authorize an IU subject to categorical Pretreatment Standards to reduce sampling of a pollutant if the IU demonstrates that a given pollutant is neither present nor expected to be present in the discharge. [§§ 403.8(f)(2)(v) and 403.12]
- ◆ Control Authorities may authorize the use of equivalent concentration limits in lieu of mass limits for Categorical Industrial Users (CIUs) in certain industrial categories. [§ 403.6(c)(6)]
- ◆ Control Authorities may issue general control mechanisms to groups of Significant Industrial Users (SIUs) that are substantially similar. [§ 403.8(f)(1)(iii)]
- ◆ Control Authorities may reduce oversight of certain Categorical Industrial Users based on percentage of contribution to the POTW.
- ◆ Control Authorities may reduce oversight of certain Industrial Users that may be reclassified as Non-Significant Categorical Industrial Users (NCSIUs).

What other significant changes were made under the Streamlining Rule?

In finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program. The Rule:

- ◆ Provides greater flexibility in the use of certain sampling techniques.
- ◆ Allows in certain circumstances Control Authorities to express CIUs' concentration-based categorical Pretreatment Standards as equivalent mass limits. [§ 403.6(c)(5)]

- ◆ Clarifies that POTWs may use Best Management Practices (BMPs) as alternatives to numeric limits that are developed to protect the POTW, water quality, and sewage sludge.
- ◆ Clarifies the definition of significant noncompliance (SNC) as it applies to violations of instantaneous and narrative requirements, and late reports.
- ◆ Makes other miscellaneous changes designed to maintain consistency with the NPDES regulations or to correct typographical errors.

Are any of the changes in the Streamlining Rule required?

Yes, there are required changes in the Streamlining Rule. The majority of the regulatory changes, however, are not required. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If a State wishes to implement these requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

Which changes are required changes?

EPA has identified the 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate State or POTW authorities. These required changes are outlined in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes. Available at: http://www.epa.gov/npdes/pubs/pretreatment_streamlining_required_changes.pdf.

How do Control Authorities and IUs implement these changes?

In order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18. In some cases, State laws must be changed before the Control Authority can incorporate streamlining changes. Industries must comply with requirements from the Streamlining Rule that are more stringent than existing requirements, but may not implement changes that result in less stringent requirements (e.g., reduced monitoring) unless the Control Authority has modified its individually approved pretreatment program and any associated control mechanisms to include the less stringent requirement.

Where can I get more information?

The Streamlining Rule was published in the Federal Register on October 15, 2005 (70 Fed. Reg. 60134). You can get a copy of the rule at EPA's Pretreatment Web site, http://cfpub.epa.gov/npdes/home.cfm?program_id=3. Information is also available from your State or from EPA.

REQUESTED COUNCIL MEETING DATE: February 7, 2023

ITEM: Bill No. 2023-110: Airport Taxiway Construction Contract

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-110 Emery Sapps Sons RE airport t-hangar taxilane
 2. EOS Taxilane & Hangar Project Budget (11-15-23)
 3. 00 CIP Project Summary EOS
 4. 2022-12-15 EOS Updated ASM Report
 5. Construction Contracts
 6. EOS Taxilane & Hangar Project Budget (11-15-23)
-

PURPOSE:

The purpose of this item is to gain council approval of a construction contract with changes for the taxiway construction project at the Hugh Robinson Airport.

BACKGROUND:

The city has been moving towards constructing five new T-Hangers and the necessary taxiways at the Hugh Robinson Airport. At this time, the planning and engineering has been completed and we are prepared to move forward with construction. Late last year, the project was put out for bid and the lowest bidder (Emery, Sapp, and Sons) was selected. However, all the bids were over budget. The engineers and construction firm met and determined cost-saving changes in the ground work that significantly reduced the project cost and brought it closer in line with budget expectations. We are asking the council to accept the construction bid of Emery, Sapp, and Sons and also approve the modification of that contract to reflect the change in specifications. It is anticipated that an engineer with Lochner will be present to explain the project changes and contract modifications.

RECOMMENDATION:

Staff recommends that council authorizes the mayor to sign the contract with Emery, Sapp, and Sons with the modifications.

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 constructing a t-hangar taxilane at the Neosho Hugh Robinson Airport for the not to exceed price Four Hundred Fifty-Two Thousand Twenty-One and 50/100 Dollars (\$452,021.50); authorizing Change Order #1 for cost underrun in the amount of Forty Six Thousand Five Hundred Sixteen and 18/100 Dollars (\$46,516.18); 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 constructing a t-hangar taxilane at the Neosho Hugh Robinson Airport for the not to exceed price of Four Hundred Fifty-Two Thousand Twenty-One and 50/100 Dollars (\$452,021.50), 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 Change Order #1 for cost underrun in the amount of Forty Six Thousand Five Hundred Sixteen and 18/100 Dollars (\$46,516.18), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

Section 3. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement and Change Order #1 by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

NEOSHO HUGH ROBINSON AIRPORT (EOS)

NEOSHO, MISSOURI

CITY OF NEOSHO

12/15/2022

AIRPORT DATA				
Est. FFY 2023 Project Fed. Share:	\$458,800	Noted 5010 Obstructions <u>Obstruction</u> <u>Height</u> <u>Distance & RW End</u> <u>Centerline Offset</u> Last Inspection:		
Beginning NPE Balance (FFY 2020 - 2023) (See Note 1):	\$714,356			
Beginning BIL Balance (FFY 2022 - 2023):	\$304,000			
Sponsor Control of RW 17 RPZ:		Sponsor Control of BRL:		
Sponsor Control of RW 35 RPZ:				

5-YEAR CAPITAL IMPROVEMENT PROGRAM										
Federal Fiscal Year	Project Description or N/A	Project Depicted on Approved ALD	Est. Total Project Cost	Sponsor Share (10%)	FAA Share (90%)	Available NPE Funds	Remaining NPE Funds	Available BIL Funds	Remaining BIL Funds	Total Remaining Funds
2024	Construct 5-Unit T-Hangar	☒	\$ 680,000	\$ 68,000	\$ 612,000	\$ 405,556	\$ 242,556	\$ 449,000	\$ -	\$ 242,556
2025	Rehabilitate Aircraft Parking Apron & Taxilanes	☒	\$ 480,000	\$ 48,000	\$ 432,000	\$ 392,556	\$ -	\$ 145,000	\$ 105,556	\$ 105,556
2026	N/A	☐		\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 250,556	\$ 250,556	\$ 400,556
2027	AMP/ALP Update	☐	\$ 250,000	\$ 25,000	\$ 225,000	\$ 300,000	\$ 300,000	\$ 250,556	\$ 25,556	\$ 325,556
2028	N/A	☐	\$ 250,000	\$ 25,000	\$ 225,000	\$ 450,000	\$ 450,000	\$ 25,556	\$ 199,444	\$ 649,444

LONG-RANGE NEEDS ASSESSMENT				
Federal Fiscal Year	Project Description	Est. Total Project Cost	Sponsor Share (10%)	FAA Share (90%)
2030	Reconstruct Runway 1-19	\$5,000,000	\$500,000	\$4,500,000
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0

NOTES	
1.	Includes costs associated with construction of hangar taxilanes in FFY 2023.
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

Capital Improvement Program Report

Missouri Department of Transportation

NEOSHO HUGH ROBINSON

Report Filter - Types: All, Statuses: All

Year	Project Name	Status	FAA	State	Local	Other	Total
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All Projects

(No Year)							
	Acquire Hangar	Sponsor CIP	0.00	0.00	0.00	420,000.00	\$420,000.00
	AWOS Installation	Sponsor CIP	0.00	0.00	0.00	250,000.00	\$250,000.00
	Construct Taxilane - Private Lease Hangars	Sponsor CIP	0.00	0.00	0.00	1,000,000.00	\$1,000,000.00
	Construct Taxiway	Sponsor CIP	0.00	0.00	0.00	800,000.00	\$800,000.00
	Environmental Study	Sponsor CIP	0.00	0.00	0.00	100,000.00	\$100,000.00
	Land Acquisition & Obstruction Removal	Sponsor CIP	0.00	0.00	0.00	355,000.00	\$355,000.00
	ODO - CONSTRUCT RWY 14/32	Sponsor CIP	0.00	0.00	0.00	6,450,000.00	\$6,450,000.00
	T-hangar Taxilanes	Sponsor CIP	0.00	0.00	0.00	500,000.00	\$500,000.00
	Wildlife Hazard Assessment	Sponsor CIP	0.00	0.00	0.00	120,000.00	\$120,000.00
	Wildlife Perimeter Fencing	Sponsor CIP	0.00	0.00	0.00	800,000.00	\$800,000.00
	SubTotal:		\$0.00	\$0.00	\$0.00	\$10,795,000.00	\$10,795,000.00

2019							
	CONSTRUCT BOX HANGAR	Under Grant	458,691.00	0.00	0.00	0.00	\$458,691.00
	SubTotal:		\$458,691.00	\$0.00	\$0.00	\$0.00	\$458,691.00

2020							
	CARES ACT FUNDING	Under Grant	0.00	0.00	0.00	0.00	\$0.00
	SubTotal:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2021							
	ARPA	T.A.	0.00	0.00	0.00	0.00	\$0.00
	CONSTRUCT T-HANGAR AND TAXILANES	Under Grant	210,285.00	0.00	0.00	0.00	\$210,285.00
	CRRSAA FUNDING	Under Grant	0.00	0.00	0.00	0.00	\$0.00
	SubTotal:		\$210,285.00	\$0.00	\$0.00	\$0.00	\$210,285.00

2024							
	Construct 5-Unit T-Hangar	Sponsor CIP	0.00	0.00	0.00	680,000.00	\$680,000.00
	SubTotal:		\$0.00	\$0.00	\$0.00	\$680,000.00	\$680,000.00

2025							
	Rehabilitate Aircraft Parking Apron & Taxilanes	Sponsor CIP	0.00	0.00	0.00	480,000.00	\$480,000.00

Year	Project Name	Status	FAA	State	Local	Other	Total
SubTotal:			\$0.00	\$0.00	\$0.00	\$480,000.00	\$480,000.00
2027							
	AMP/ALP Update	Sponsor CIP	0.00	0.00	0.00	250,000.00	\$250,000.00
SubTotal:			\$0.00	\$0.00	\$0.00	\$250,000.00	\$250,000.00
2030							
	Reconstruct Runway 1-19	Sponsor CIP	0.00	0.00	0.00	5,000,000.00	\$5,000,000.00
SubTotal:			\$0.00	\$0.00	\$0.00	\$5,000,000.00	\$5,000,000.00
All Projects			\$668,976.00	\$0.00	\$0.00	17,205,000.00	\$17,873,976.00

PROPOSAL FORM
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT
MoDOT Project No. 21-096A-2

TO: City Clerk, City of Neosho, Missouri

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

Base Bid

Construct T-Hangar Taxilane

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 SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
PROJECT 1							
CONSTRUCT T-HANGAR TAXILANE							
1	C-100	Contractor Quality Control Program (CQCP)	1 L.S.	12,950	00	12,950	00
2	C-102	Erosion Control Barrier (Straw Wattle)	16 L.F.	64	00	1,024	00
3	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	35,200	00	35,200	00
4	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	9,000	00	9,000	00
5	P-101	Remove Existing Concrete Sidewalk	13 S.Y.	9	00	117	00
6	P-101	Saw Cut	3 L.F.	6	00	18	00
7	P-152	Unclassified Excavation	1,680 C.Y.	21	50	36,120	00
8	P-152	Unsuitable Subgrade Removal and Replacement	80 C.Y.	129	50	10,360	00
9	P-208 P-209 P-219	Aggregate Base Course (4")	1,578 S.Y.	13	00	20,514	00
10	P-154 P-208 P-209 P-219	Aggregate Subbase Course (20")	1,578 S.Y.	54	00	85,212	00
11	P-501	P.C.C. Pavement (6")	1,513 S.Y.	110	50	167,186	50
12	P-620	Reflectorized Pavement Marking (Yellow)	199 S.F.	24	00	4,776	00
13	P-620	Non-Reflectorized Pavement Marking (Black)	398 S.F.	18	00	7,164	00

14	D-705	Conventional Underdrain (4")	386 L.F.	70	00	27,020	00
15	D-705	Non-Perforated Outlet Pipe (4")	70 L.F.	42	00	2,940	00
16	D-705	French Drain (18" Wide)	30 L.F.	108	00	3,240	00
17	D-705	Underdrain Cleanout Riser	4 EA.	1,900	00	7,600	00
18	T-901	Temporary Seeding	1 L.S.	2,500	00	2,500	00
19	T-901	Permanent Seeding	1 L.S.	6,000	00	6,000	00
20	T-908	Hydro-Mulch	1 L.S.	6,000	00	6,000	00
21	TREC	Erosion Control Blanket, Type 2C	1,180 S.Y.	6	00	7,080	00
PROJECT 1 TOTAL						452,021	50

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 **forty-five (45) calendar days** from the commencement date specified in the Notice to Proceed. **thirty (30) calendar days for Phase 1 and fifteen (15) calendar days for Phase 2. Shifting construction 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 **\$1,500** per Calendar day as a liquidated damage to the OWNER for the Total Project and Phase 2 construction.
- 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

- l. The undersigned acknowledges receipt of the following addenda:

Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
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 employee 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 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:

- a) Only installing steel and manufactured products produced in the United States;
- 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 product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
4. 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 which 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 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.

9-7-22
Date

Paul Moody
Signature Paul Moody

Emery Supp & Sons Inc
Company Name

Assistant Vice 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 MO)
) ss
COUNTY OF Greene)

On this 7th day of September, 2022, before me appeared Hannah Painter, 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 Paul Moody, 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 AVP of Emergy Saps & Sons, Inc., 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.

(Affiant Signature)

Paul Moody
Paul Moody

Subscribed and sworn to before me this 6 day of September, 2022.

(Notary Public)

Hannah Painter
Hannah Painter

My commission expires: 02.04.2025



[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)
N/A	N/A	0	0	0	0
TOTAL DBE PARTICIPATION				\$ 0	0 %

**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.)

**THE OFFICIAL PROPOSAL FORM MUST BE EXECUTED TO BE
CONSIDERED RESPONSIVE AND RESPONSIBLE.**

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 Missouri

Executed by bidder this 7th day of September 20 22.

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)

Emery Sapp & Sons, Inc
(If a corporation, show its name above)

5350 E State Hwy AA
Springfield, Mo 65803

ATTEST: (SEAL)

Keith A. Bennett CFO
(Signature) (Title)

Paul Moody AVP
(Signature) (Title)

Keith Bennett
Please print name

Paul Moody
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.

PERFORMANCE BOND	BOND NUMBER 39S225066
PRINCIPAL (Legal Name and Business Address) Emery Sapp & Sons, Inc. 5350 E. State Highway AA Springfield, MO 65863	
SURETY (Legal Name and Business Address) Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116	STATE OF INCORPORATION Missouri
PENAL SUM OF BOND (Expressed in words and numerals) Four Hundred Fifty-Two Thousand Twenty-One Dollars and Fifty Cents (\$452,021.50)	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Neosho, 203 East Main Street, Neosho, Missouri 64850**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Base Bid

Construct T-Hangar Taxilane

Project Location: Neosho Hugh Robinson Airport (EOS), City of Neosho, Missouri

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the 9th day of December, 2022.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature:

Name and Title:


Senior Estimator
(Affix Corporate Seal)

Corporate Name: Emery Sapp & Sons, Inc.

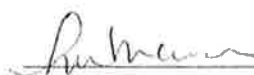
Signature:

Name and Title:


CHRIS LANDWEHR MVP

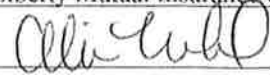
SURETY:

ATTEST:

Signature: 

Name and Title: Sara McMinn, Account Manager
(Affix Seal)

Surety Name: Liberty Mutual Insurance Company

Signature: 

Name and Title: Allison Madrid, Attorney-in-Fact
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST:

Signature: _____

Name and Title: _____
(Affix Seal)

Date: _____

Signature: _____

Name and Title: _____

PAYMENT BOND		BOND NUMBER 39S225066
PRINCIPAL <i>(Legal Name and Business Address)</i> Emery Sapp & Sons, Inc. 5350 E. State Highway AA Springfield, MO 65863		
SURETY <i>(Legal Name and Business Address)</i> Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116		STATE OF INCORPORATION Missouri
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Four Hundred Fifty-Two Thousand Twenty-One Dollars and Fifty Cents (\$452,021.50)		CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Neosho, 203 East Main Street, Neosho, Missouri 64850**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Base Bid

Construct T-Hangar Taxilane

Project Location: Neosho Hugh Robinson Airport (EOS), City of Neosho, Missouri

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the 9th day of December, 20 22.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: Emery Sapp & Sons, Inc.

Signature: _____

Name and Title: _____

CHRIS LANDWEHR VAP

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

Sara McMinn, Account Manager
(Affix Seal)

Surety Name: Liberty Mutual Insurance Company

Signature: _____

Name and Title: _____

Allison Madrid, Attorney-in-Fact
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Date: _____

Signature: _____

Name and Title: _____



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: 8198110

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, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

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 5th day of December, 2018.



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 5th day of December, 2018 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 9th day of December, 2022.



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**FORM OF
CONTRACT AGREEMENT
CITY OF NEOSHO, MISSOURI
NEOSHO HUGH ROBINSON AIRPORT
State Block Grant Project No. 21-096A-2**

THIS AGREEMENT, made as of this _____ day of _____, 20____, is

BY AND BETWEEN

the OWNER: Name: **City of Neosho, Missouri**
 Address: **203 East Main Street**
 City/State/Zip Code: **Neosho, MO 64850**

And the CONTRACTOR: Name: **Emery Sapp & Sons, Inc.**
 Address: **5350 E. State Highway AA**
 City/State/Zip Code: **Springfield, MO 65863**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the **Neosho Hugh Robinson Airport**, generally described as follows;

Base Bid
Construct T-Hangar Taxilane

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice to Bidders, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Four Hundred Fifty-Two Thousand Twenty-One Dollars and Fifty Cents
(Amount in Written Words)

(\$ 452,021.50)
(Amount in Numerals)

CA-1

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **forty-five (45) calendar days** of the commencement date stated within the Notice to Proceed. **thirty (30) calendar days for Phase 1 and fifteen (15) calendar days for Phase 2. Shifting construction time between phases will not be permitted.**

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **One Thousand Five Hundred Dollars (\$ 1,500)** per day for each calendar day required in excess of the authorized Contract Time for each phase.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. Certification of Eligibility (29 CFR Part 5.5)

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Lochner
16105 W. 113th Street
Suite 107
Lenexa, KS 66219

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST:

By: _____

Signature

Title

CONTRACTOR

Name: ENERGY SAPP & SONS, INC

Address: 5350 E. STATE HWY AA

SPRINGFIELD, MO 65803

By: _____

Signature

AMP
Title of Representative

ATTEST

By: _____

Signature

Senior Estimator
Title

CHANGE ORDER

SHEET NO. 1 of 2

SEQUENCE NO.: 1

TO Emery Sapp & Sons, Inc. CONTRACTOR

COUNTY: Newton

AIRPORT: Neosho Hugh Robinson Airport

PROJECT NO.: MoDOT 21-096A-2

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

After the time of bidding, a few areas were identified where cost savings could be realized. The typical section has been revised from 6" PCCP / 4" Aggregate Base / 20" Aggregate Subbase to 6" PCCP / 8" Aggregate Base / 16" Lime-Treated Subgrade. In addition, the D-705 specification has been expanded to allow all types of pipe material allowed by the FAA.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	7	Unclassified Excavation	1,680	789	891	C.Y.	\$21.50		\$19,156.50
2	9	Lime - Treated Subgrade (16")	0	1,578	1,578	S.Y.	\$34.21	\$53,983.38	
3	9	Aggregate Base Course (4")	1,578	0	1,578	S.Y.	\$13.00		\$20,514.00
4	10	Aggregate Subbase Course (20")	1,578	0	1,578	S.Y.	\$54.00		\$85,212.00
5	10	Aggregate Base Course (8")	0	1,578	1,578	S.Y.	\$23.14	\$36,514.92	
6	14	Conventional Underdrain (4")	386	0	386	L.F.	\$70.00		\$27,020.00
7	14	Conventional Underdrain (4")	0	386	386	L.F.	\$38.57	\$14,888.02	
TOTALS								\$105,386.32	\$151,902.50

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT 2. OVERRUN OR UNDERRUN THIS ORDER (H-I) 3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) 4. TOTAL OVERRUN TO DATE (2+3) 5. TOTAL (1+4)		\$452,021.50 (\$46,516.18) \$0.00 (\$46,516.18) \$405,505.32	4. COMMENTS: THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO. Emery Sapp & Sons, Inc. CONTRACTOR (Company Name) 2/28/2022 SIGNATURE (Authorized Representative) DATE
 SUBMITTED - LOCHNER		DATE	
APPROVED - SPONSOR		DATE	
APPROVED - MoDOT AVIATION		DATE	

FILENAME: C:\Project\WiseDrive\Lochner\000018618\01 - TAXILANES\CEI08 - CHANGE ORDER\Change Order #1 - Neosho, MO.xls\CO1

DESCRIPTION AND REASON FOR CHANGE TO PLAN QUANTITIES

SHEET NO. 2 of 2

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT
1	7	Unclassified Excavation This change order was due to the revision of the Typical Section	1,680	789	(891)
2	9	Lime - Treated Subgrade (16") This change order was due to the revision of the Typical Section	0	1,578	1,578
3	9	Aggregate Base Course (4") This change order was due to the revision of the Typical Section	1,578.0	0.0	(1,578.0)
4	10	Aggregate Subbase Course (20") This change order was due to the revision of the Typical Section	1,578	0	(1,578)
5	10	Aggregate Base Course (8") This change order was due to the revision of the Typical Section	0	1,578	1,578
6	14	Conventional Underdrain (4") The unit cost for this item was reduced.	386	0	(386)
7	14	Conventional Underdrain (4") The unit cost for this item was reduced.	0	386	386

TOTAL PROJECT BUDGET
NEOSHO HUGH ROBINSON AIRPORT
NEOSHO, MISSOURI

PROJECT 1
CONSTRUCT T-HANGAR TAXILANE

PROJECT 2
CONSTRUCT 5-UNIT T-HANGAR

February 6, 2023

c:\pw_working\lochner-pw-01\dms33432\EOS Taxilane Master PayItems.xlsx\BUDGET (T-Lane w Low Bid)

PROJECT 1 FUNDING (Construct Taxilane)

2018 NPE	\$	141,309.00
Local Matching Funds for 2018 NPE	\$	15,701.00
Total Grant - 2018 NPE	\$	157,010.00
2019 NPE	\$	150,000.00
Local Matching Funds for 2019 NPE	\$	16,666.00
Total Grant - 2019 NPE	\$	166,666.00
2020 NPE	\$	166,666.00
Total Grant - 2020 NPE	\$	166,666.00
2021 NPE	\$	149,113.00
Total Grant - 2021 NPE	\$	149,113.00
Project 1 Funding (Est.)	\$	639,455.00

Project 1 Local Match (Est.) (5.06%)	\$	32,367.00
Project 1 Federal Funding (Est.) (94.94%)	\$	607,088.00

PROJECT 2 FUNDING (Construct T-Hangar)

2021 NPE	\$	17,553.00
Total Grant - 2021 NPE	\$	17,553.00
2022 NPE	\$	150,000.00
Local Matching Funds for 2022 NPE	\$	16,666.00
Total Grant - 2022 NPE	\$	166,666.00
2023 NPE	\$	150,000.00
Local Matching Funds for 2023 NPE	\$	16,666.00
Total Grant - 2023 NPE	\$	166,666.00
2022 BIL	\$	159,000.00
Local Matching Funds for 2022 BIL	\$	17,666.00
Total Grant - 2022 BIL	\$	176,666.00
2023 BIL (\$145,000 Available)	\$	137,204.00
Local Matching Funds for 2023 BIL	\$	15,245.00
Total Grant - 2023 BIL	\$	152,449.00
Project 2 Funding (Est.)	\$	680,000.00

Project 2 Local Match (Est.) (9.74%)	\$	66,243.00
Project 2 Federal Funding (Est.) (90.26%)	\$	613,757.00

PROJECT 1 COSTS (Construct Taxilane)

Total Cost

Administrative		
Independent Fee Analysis	\$	3,200.00
Legal and Advertising (Est.)	\$	299.68
Subtotal	\$	3,499.68
Engineering		
Basic Services	\$	93,800.00
Special Services	\$	38,900.00
Construction Services	\$	97,750.00
Subtotal	\$	230,450.00
Construction		
Construction Bid (Emery Sapp & Sons)	\$	452,021.50
Change Order #1	\$	(46,516.18)
Subtotal	\$	405,505.32

TOTAL PROJECT 1 COSTS (Low Bid + Change Order) \$ 639,455.00

PROJECT 2 COSTS (Construct T-Hangar)

Engineering		
Bidding Services (Est.)	\$	20,000.00
Construction Services (Est.)	\$	90,000.00
Subtotal	\$	110,000.00
Construction		
Construction Costs (Est.)	\$	570,000.00
Subtotal	\$	570,000.00

TOTAL PROJECT 2 COSTS (Est.) \$ 680,000.00

REQUESTED COUNCIL MEETING DATE: February 7, 2023

ITEM: Bill No. 2023-111: Retention of Records

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-111 Amending Section 100.120 Records Manual Adopted

PURPOSE:

Staff requests Council amend Section 100.120 records retention schedule.

BACKGROUND:

While staff was looking into the code for record retention, they came across an old code that stated they would follow the record retention policy from the 1980s set by the Missouri Secretary of State's office. This amendment will change the language to accept the Missouri Secretary of State's changes to the record retention schedule.

RECOMMENDATION:

Staff asks Council to approve Bill No. 2023-111 and authorize the Mayor to sign.

AN ORDINANCE amending Section 100.120 Records Manual Adopted by repealing Section 100.120 and enacting a new Section 100.120 in lieu thereof.

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

Section 1. That Section 100.120 Records Manual Adopted is hereby repealed and a new Section 100.120 is enacted in lieu thereof as follows:

“Section 100.120 Records Manual Adopted.

The City’s Records Manual shall be the current Municipal Records Retention Schedule promulgated by the Missouri Secretary of State’s Local Records Board pursuant to §§ 109.230 and 109.255, RSMo.”

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

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

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Fencing Bid located at Branco Enterprises

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Fencing Bid located at Branco Enterprises

PURPOSE:

To authorize the award of a commercial gate to be installed at Branco, LLC.

BACKGROUND:

As part of an agreement reached with Branco and the City of Neosho, a commercial entrance is to be installed with chain link fencing. The City went out for bids on this project with the lowest bidder being Stafford Fencing. Once approved, a contractors agreement will be drafted by the city attorney for the work to be completed.

Stafford Fencing	\$13,000.00
Miller Fence	\$13,911.21
Mauer Company	\$19,750.00

RECOMMENDATION:

To approve the bid for Stafford Fencing.

BID FORM

Description: (To be completed by bidding party)

2 cantilivered gates installed \$ 9,500
66' of 6' chainlink to match \$ 3,500
Total \$ 13,000

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

F.O.B. Neosho, MO

Projected Shipping Date: \$ 13,000 - start 3 weeks 2 weeks to finish

After delivery - payment made on third Tuesday of month delivered

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

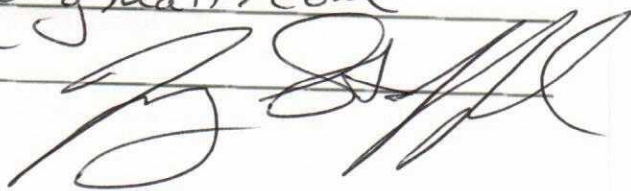
COMPANY: Stafford Fencing

ADDRESS: 802 Spencer Dr Neosho MO

PHONE: 417-540-4342

EMAIL: jeremy.staffordlee@gmail.com

BY: Jeremy Stafford





MILLER FENCE

Commercial/Residential specialists

Miller Fence 7191 Unicorn Rd
Pierce City, MO 65723 417 850 2448 melvin@millerfencellc.com

PROPOSAL/CONTRACT

Page 1 of 2
02/15/2023

Customer Information:

Neosho MO
12033 E. Hwy 86,
Neosho, MO
d.kennedy@neoshomo.gov

Job Information:

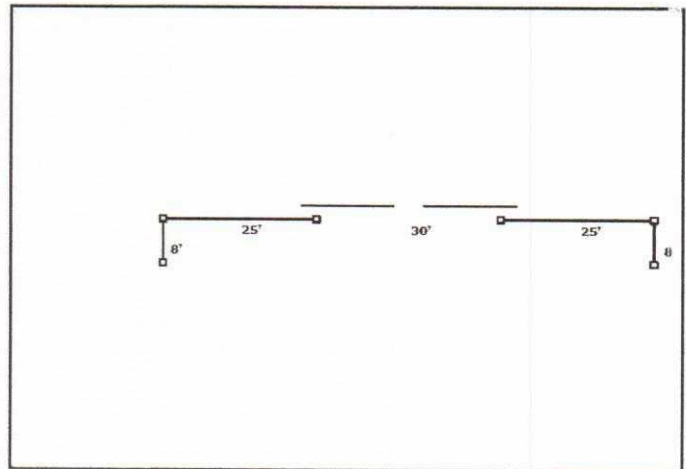
Install 96ft. commercial Grade
6ft. with barbed wire. All posts
set in concrete

Notes:

72" X 30' 2 3/8" IMP. FULL WEIGHT GALV.
PIPE DOUBLE CANTILEVER GATE W/BARBED WIRE
2 7/8" X 2 3/8" NYLON LOADMASTER II
CANTILEVER GATE ROLLER

96', 2 End Posts, 2 Corner Posts, 2
Gate Posts, 1 Double Cantilever Gate
96' - 72" 9 GA. G.A.W. 1.2 oz. CLASS 1 (2"
Mesh) KK (50' Roll) CHAIN LINK FABR

Miller Fence is able to begin project
on 3-6-23.



TERMS & CONDITIONS

Miller Fence agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

Miller Fence shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Miller Fence will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Miller Fence assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Miller Fence will assume the responsibility for having underground public utilities located and marked. However, Miller Fence assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Miller Fence to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed

Approved & Accepted for Customer:

Contract Amount: \$ 13911.21

Down Payment: \$ 0.00

Balance Due: \$ 13911.21

Customer

Date

Accepted for Miller Fence:

Salesperson

Date



MILLER FENCE

Commercial/Residential specialists

Miller Fence 7191 Unicorn Rd
Pierce City, MO 65723 417 850 2448

PROPOSAL/CONTRACT

Page 2 of 2
02/15/2023

Customer Information:

Neosho MO
12033 E. Hwy 86,
Neosho , MO
d.kennedy@neoshomo.gov

Job Information:

Install 96ft. commercial Grade
6ft. with barbed wire. All posts
set in concrete

TERMS & CONDITIONS

- may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Miller Fence until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CUSTOMER Initial _____

SALESPERSON Initial _____

2/9/2023

23-102

Mauer Company

320 County Road D E
Saint Paul, MN 55117
Phone: (651) 755-2040

Fencing Bid located at Branco Enterprises Bid

BID

Quantity	STYLE	Description	Unit Price	Amount
2	Cantelever Gates	(2) 6' high x 23' wide cantalever gates with 3 strands of barbwire for a opening of 30'. 2" schedule pipe for the frame with 9 g kk wire. Heavy duty latch. (8) nylon rollers attached to (4) 4" sch 40 post set in 18"x42" cocnrete holes. Additional fencing to close of the gate area as needed,	\$	19,750.00
If you have any questions concerning this quotation please contact Nate Mauer: (651)260-9977 or Mauer@MauerCompany.com				
				\$19,750.00

BID FORM

Description: (To be completed by bidding party)

ATTACHED

Price(s) for unit(s) meeting enclosed specifications: 19,750.⁰⁰

F.O.B. Neosho, MO

Projected Shipping Date: START ASAP (1) WEEK

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: MAUGL COMPANY

ADDRESS: 7700 24th St S Cottage Grove, MN 55016

PHONE: 651-260-9977

EMAIL: MAUGL@MAUGLCOMPANY.COM

BY: NATE MAUGL



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, February 15, 2023 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: Fencing Located at Branco Enterprises located at 12033 E. Hwy 86, Neosho, MO

Please label the envelope: Fencing Bid located at Branco Enterprises Bid Opening Wednesday, February 15, 2023 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to d.kennedy@neoshomo.gov.

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 insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, 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 City Code that 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 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

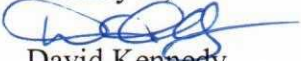
*City of Neosho Business License required

*W-9 Required

* Proof of Workers 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,


David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Furnish and install new fencing, gates, posts, accessories and fencing modifications in accordance with the attached diagram. Installation includes 2 cantilevered sliding gates providing for a 30' clear opening. Gate posts are to be a minimum of 4" diameter installed in an industry standard foundation with a minimum diameter of 18" and minimum depth of 36". The gate and fencing installation is to match the existing 6' chain link with 3 strand barbed wire fence located at 12033 State Hwy 86, Neosho, MO 64850 (Branco Enterprises). Gates are to be placed on rollers (top and bottom) with barbed wire on top of the gate panels. All material is to be commercial grade. Bidders are encouraged to visit the site to familiarize themselves with the existing conditions.

This bid is to only include fencing modification/new fencing and the gates, not the entrance itself.

Equipment Schedule:

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: February 21, 2023**ITEM:** Vertical Baler for Recycle Center

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:****1. Bids**

PURPOSE:

To Authorize the purchase of a new vertical baler for the Neosho Recycle Center.

BACKGROUND:

This purchase will add an additional baler for processing multiple commodities and increase production.

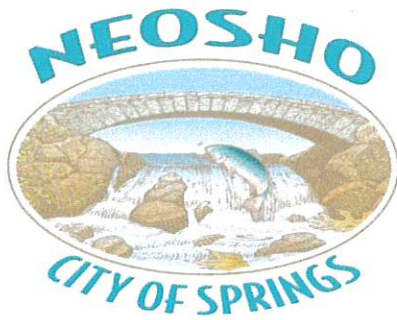
We sent out multiple bids and received three back.

TAKNEK LLC	TRB60-10	\$16,361.00
Reaction Distributing	Tri-Pak TB-6030	\$15,998.00
Superior Equipment Service	Bace V630CC	\$15,535.00

This purchase was budgeted at \$14,000. Prices came in higher than expected. A budget amendment will be needed which staff will bring back to the council at a later time.

RECOMMENDATION:

It is the staff's recommendation to purchase the vertical baler from Reaction Distributing, Tri-Pak TB-6030 for \$15,998.00 due to it being from the same supplier as our recently purchased horizontal baler.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **February 10th, 2023 at 10:00 am.** 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: Vertical Baler

Please label the envelope: Vertical Baler Bid Opening February 10, 2023, at 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Nate Siler, Public Works Director, at the following address 200 Nelson Ave. 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 paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

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

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, 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 City Code that 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 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 Workers 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,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Vertical Baler

Bale size: 60" X 42" X 30"
Bale weight: +1000 lbs.
System pressure: 2000 psi
Motor size: 10 HP
Power: 208/230/575 volt, 3 phase 60 cycle
Control system: 110 volt 60 cycle powered by step-down transformer
Bale eject system
This Baler should conform to all current ANSI Z245.2 safety standards

The price must include delivery to 4700 Howard Bush Dr. Neosho MO. 64850

BID FORM

Description: (To be completed by bidding party)

Manufacturer of baler model offered: Reaction Distributing Inc.

Brand of baler offered: Tri-Pak

Model of baler offered: TB-6030 vertical down stroke baler

Meets and/or exceeds the specifications listed in this bid document

Refer to the attached baler data sheet for additional details

Price(s) for unit(s) meeting enclosed specifications: \$15,998.00 (including freight to Neosho site)

F.O.B. Neosho, MO

Projected Shipping Date: 4 to 5 weeks after receipt of contract

After delivery - payment made on third Tuesday of month delivered

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

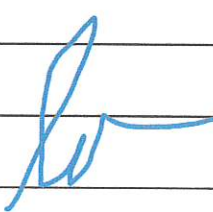
COMPANY: Reaction Distributing Inc.

ADDRESS: 19 Brock Street, Ajax, Ontario, Canada, L1S1S9

PHONE: (905) 426-6442

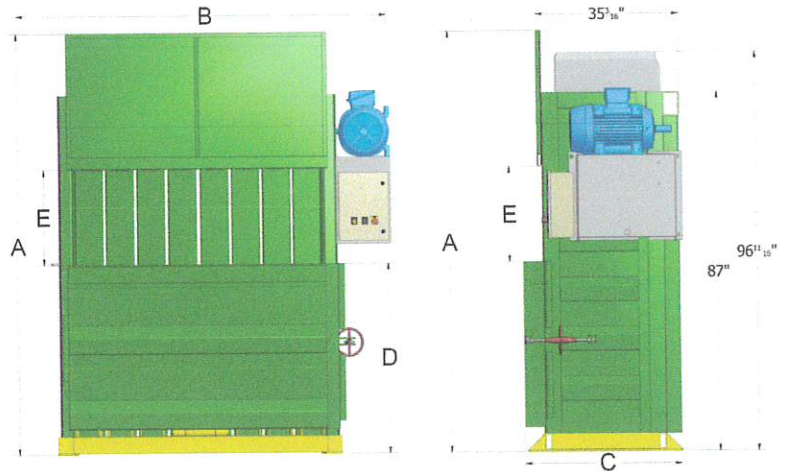
EMAIL: larry@reactiondistributing.com

BY: Larry Vine



SPECIFICATIONS

	TB-6030	TB-6030HD
Bale Size	60" x 42" x 30"	60" x 42" x 30"
Bale Weight	+ 1,000 lbs.	+ 1,300 lbs.
Cylinder Size	2 x 4.5"	2 x 5"
Full Penetration Cyl.	No	No
Baling Force Normal	63,585 lbs	78,500 lbs
Baling Force Maximum	69,944 lbs	86,350 lbs
System Pressure Normal	2,000 psi	2,000 psi
System Pressure Maximum	2,200 psi	2,200 psi
Cycle Time	45 seconds	55 seconds
Pump Capacity	10 gpm	15 gpm
Motor Size	10 hp	15 hp
Platen Pressure Normal	35.3 psi	43.6 psi
Platen Pressure Maximum	38.9 psi	48.0 psi
Oil Tank Capacity	20 gal	25 gal
Bale Ejection	chain free	chain free
Shipping Weight	5,124 lbs	5,667 lbs



ELECTRICAL

Control System	110 Volt 60 Cycle powered by step-down transformer
Control Panel	Fully wired, keyed start button, emergency stop, full lights, reset button
Power	208/230/575 Volt, 3 Phase 60 cycle

DIMENSIONS

	A	B	C	D	E
TB-6030	102"	82"	39"	46"	24"
TB-6030HD	102"	82"	39"	46"	24"

STANDARD ELECTRICAL FEATURES

- ▶ UL/CSA Approved Design
- ▶ Meets/exceeds OSHA regulations
- ▶ PLC "flex-design" based control systems
- ▶ NEMA 4 rated enclosure
- ▶ Internal timers prevent system run-on
- ▶ 24-volt controls
- ▶ Adjustable multi-cycle timer
- ▶ 75% and 100% full light
- ▶ Heavy duty oil-tight pushbutton controls
- ▶ Key lockable start pushbutton

HYDRAULIC SYSTEM UPGRADES

- ▶ Single phase and three phase power units
- ▶ Hi-lo hydraulic pumps
- ▶ Regen circuit
- ▶ Oil cooler
- ▶ Bio-degradable oil
- ▶ In tank oil heater
- ▶ Low temperature oil (as low as -60 Celsius available)

ELECTRICAL SYSTEM UPGRADES

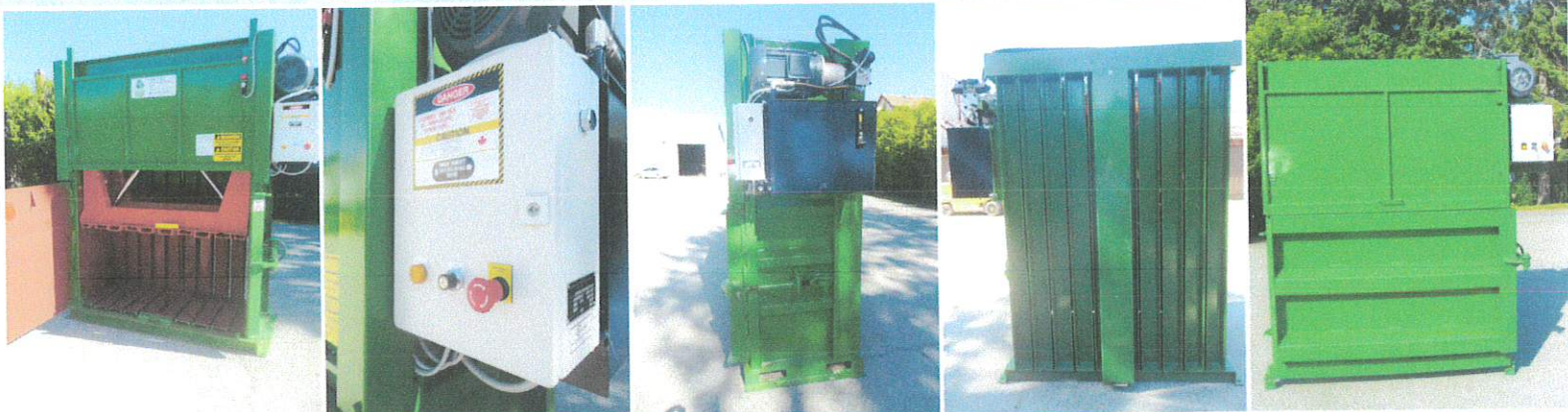
- ▶ System monitor
- ▶ Remote start/stop station
- ▶ Auto-start system (photo-eye or sonic sensor)
- ▶ Wireless remote control
- ▶ Biometric interface
- ▶ HMI based operator interface

COMPACTOR UPGRADES

- ▶ Custom chute systems
- ▶ Custom weather enclosures
- ▶ Drive-on deck systems (certified up to 20,000 lbs.)
- ▶ Tongue and grooved floor designs
- ▶ AR plate floors and sides
- ▶ Custom hydraulic cart tipping systems
- ▶ Custom steel safety barriers
- ▶ Custom hydraulic lift systems

This Equipment is UL/CSA Approved and Conforms to all Current ANSI Z245.2 Safety Standards

In order to provide the most currently engineered and designed equipment, we reserve the right to change specifications without notice. This brochure is intended to provide information only, and should not be used in an arbitrary manner to judge equipment for any particular purpose.















USA: 4400 West US-82, Gainesville, Texas, 76240

M: +1(225)200-9058 P: +1(888)-4- TAKNEK

Monday, February 6, 2023

Re: Proposal 104166-23

Hello,

In response to your Vertical Balers RFQ, Taknek is pleased to submit the following proposal on the TAKNEK Baler Model (TRB60-10). The TRB60-10 has a couple of advantages over our competitors. These include a cycle time that is approximately 3-5 seconds faster giving you better returns. It will bale the same wide range of recyclable materials.

If we can be of any further service, or if you have any questions, please do not hesitate to contact us.

Kind Regards,

Jeet Singh

President | Taknek

USA Manufacturing: 4400 West Highway-82, Gainesville, Texas, USA, 76240

M: +1-225-200-9058

W: +1-888-4-TAKNEK

E: jeet.singh@taknek.com

www.taknek.com



What You Can Imagine We Can Create

This email, including attachments, is intended for the person or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. If you are not the intended recipient, please delete this message and notify the sender.



What You Can Imagine We Can Create

BID FORM

Description: (To be completed by bidding party)

TRB60 is mainly used for all kinds of recycled plastic, bottles, waste garbage, waste paper, cardboard, film bags, and other materials. working with hydraulic, and automatic control. It can reduce storage space, saving up to 80% of stacking space. reduce transportation and labor costs, also conducive to environmental protection and waste recycling. This machine is manufactured with the assistance of our qualified experts who ensure its commendable functionality. Our vertical baling press has the capacity of processing or baling 4-8 tons of waste input per shift.

Price(s) for unit(s) meeting enclosed specifications: \$16,361.00

F.O.B. Neosho, MO

Projected Shipping Date: **June 6,2023**

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: TAKNEK LLC

ADDRESS: 4400, West Highway-82, Gainesville, Texas, 76240

PHONE: +1-817-231-0124

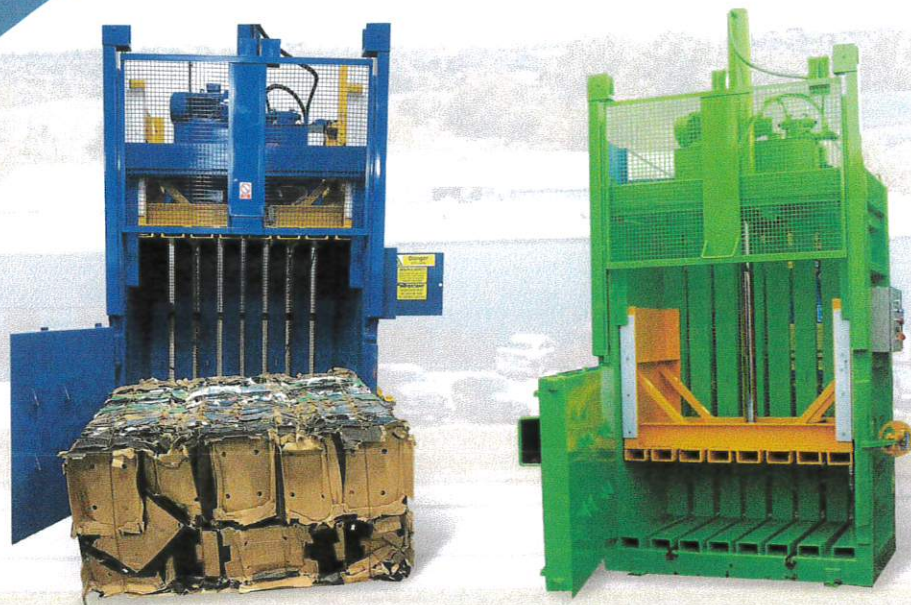
EMAIL: jeet.singh@taknek.com

BY: Charanjeet Singh



What You Can Imagine
We Can Create

VERTICAL BALERS



Taknek's TRB Series Vertical Balers are especially suitable for that produced small to medium volume of waste or where space is limited business likes retail outlets, hospitality industry & garage forecourts, etc. Our Balers are user friendly with the benefits like low noise, fast cycle time, compact size & many more. They are also easy to transport & install. These balers can process a good amount of waste materials such as paper scrap, cardboard, plastic, PET, OCC, etc. Our vertical baling press has the capacity of processing or baling 4-8 tons of waste input per shift.



4400 W Highway
82 Gainesville,
TX, 76240



Sales@taknek.com



www.taknek.com



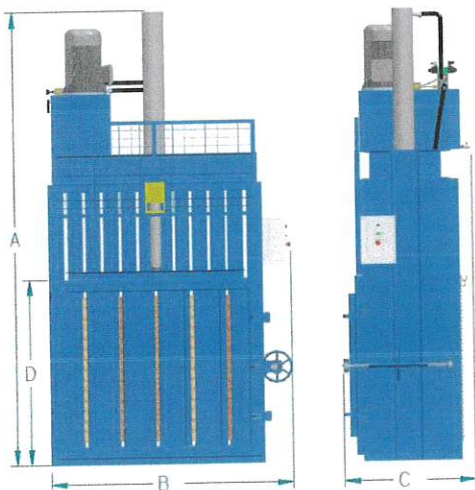
+1-888-4-TAKNEK

A. TRB-60 Series

- Bales a variety of materials, but is particularly suited for cardboard (OCC) and newspaper (ONP)
- Bale size 30" x 42" x 60"
- Bale weights up to 1300 lbs.
- Shredded ONP, and 1150 lbs. for OCC
- TRB-60 is available in three models, the efficient TRB60-10, TRB60-20, and the TRB60-15 for those who need a little more power
- TRB60-15 produces over 73,500 lbs.
- Packing force at 2600 psi
- Now with Digital Touchscreen Controls

B. TRB-72 Series

- Primarily for OCC and shredded ONP
- Produces the largest bale size of Taknek's Vertical Balers, 42" x 48" x 72" or 84 cubicfeet & available in two models, the TRB72-15 & TRB72-20
- Adjustable bale height
- Bale weights up to 1300 lbs.
- Over 90,000 lbs. packing force at 2350 psi
- Now with Digital Touchscreen Controls



Model No	A	B	C	D
TRB60-10	150	80	40	54
TRB60-15	150	80	40	60
TRB60-20	150	80	40	60
TRB72-15	150	92	40	60
TRB72-20	150	92	52	60

ALL DIMENSIONS ARE IN INCHES

SPECIFICATIONS:

BALER MODEL	BALE SIZE (inch)	BALE WEIGHT (lbs.)	CYCLE TIME (No Load)	MOTOR	PUMP	CYLINDER	SYSTEM PRESSURE	RAM PRESSURE	PLATEN PRESSURE	OIL CAPACITY	SHIPPING WEIGHT (Approx.)
TRB60 - 10	30 x 42 x 60	Up to 1,000	60 Sec.	10hp 208/230/460v 3ph	5 GPM	6" Bore 3.5" Rod 48" Stroke	2200 PSI	64086 lbs.	38.30 PSI	30 Gallons	5000 lbs.
TRB60 - 15	30 x 42 x 60	Up to 1,100	36 Sec.	15hp 208/230/460v 3ph	8.2 GPM	6" Bore 3.5" Rod 48" Stroke	2350 PSI	68456 lbs.	40.91 PSI	30 Gallons	5000 lbs.
TRB60 - 20	30 x 42x 60	Up to 1,200	38 Sec.	20hp 208/230/460v 3ph	11 GPM	7" Bore 4.5" Rod 48" Stroke	2350 PSI	93176 lbs.	55.69 PSI	41 Gallons	6700 lbs.
TRB72 - 15	30 x 48 x 72	Up to 1,100	36 Sec.	15hp 208/230/460v 3ph	8.2 GPM	6" Bore 3.5" Rod 48" Stroke	2350 PSI	68456 lbs.	33.90 PSI	30 Gallons	5400 lbs.
TRB72 - 20	42 x 48 x 72	Up to 1,350	38 Sec.	20hp 208/230/460v 3ph	11 GPM	7" Bore 4.5" Rod 48" Stroke	2350 PSI	93176 lbs.	32.30 PSI	41 Gallons	6900 lbs.

BID FORM

Description: (To be completed by bidding party)

SEE ATTACHED SPECS

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

F.O.B. Neosho, MO

Projected Shipping Date: 3/10/23

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: SUPERIOR EQUIPMENT SERVICE

ADDRESS: PO BOX 620 BENTONVILLE AR 72712

PHONE: 479 601 2114

EMAIL: DHARDMAN24@GMAIL.COM

BY: Roy [Signature]



PO Box 620
Bentonville, AR 72712
479-601-2114

Estimate

Date	Estimate #
2/5/2023	212

Name / Address
CITY OF NEOSHO 203 E MAIN STREET NEOSHO, MO 64850 ATTN: CITY CLERK 417-451-8050

Ship To
CITY OF NEOSHO 4700 HOWARD BUSH DRIVE NEOSHO, MO 64850

P.O. No.	Terms	Due Date	Rep	Project
		2/5/2023		

Item	Description	Qty	Price	Total
VB60STD-RJ	NEW 60" VERTICAL BALER - STANDARD Includes: 10hp Motor, 6" Cylinder, Bale Dogs, Key Switch Start, Loading Door & Platen Safety Interlock, Bale Ties, UL Listed, Bale Ejection Chains, 60"x48"x30" Bale Size, Upto 1000lbs Bale Weight	1	15,535.00	15,535.00
PAINT	PAINT COLOR, black	1	0.00	0.00
FREIGHT	EQUIPMENT FREIGHT to Neosho Missouri	1	0.00	0.00
LEAD-TIME	DELIVERY, WEEK OF 3/10/23	1	0.00	0.00

Total	\$15,535.00
--------------	--------------------



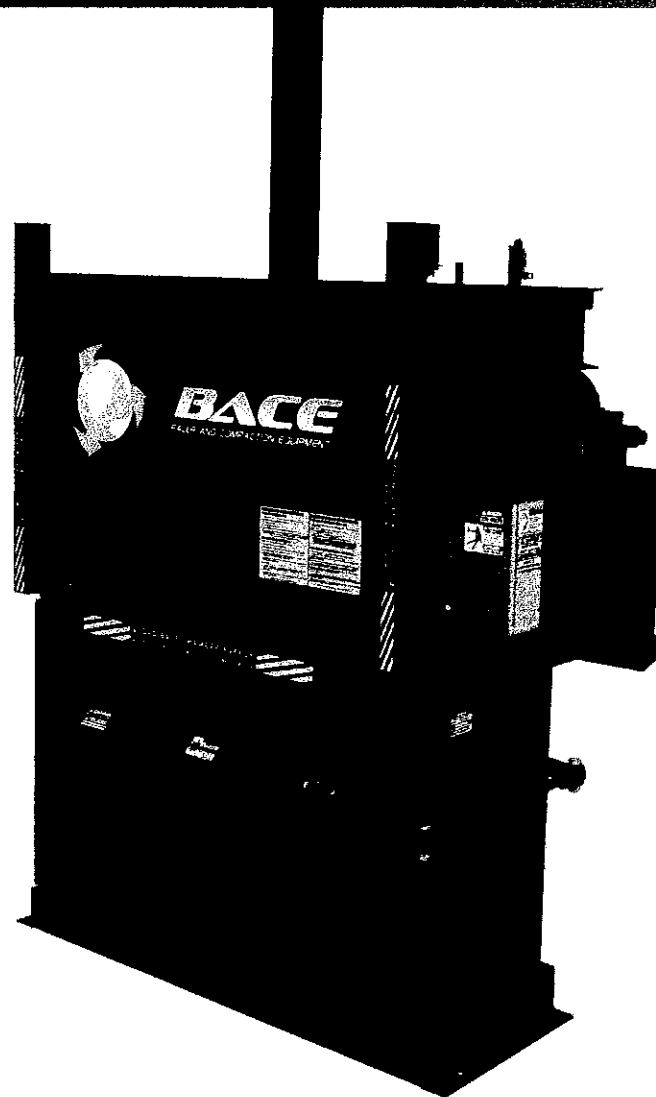
Revision Date: July 30, 2020

BACE Vertical Baler V630CC

Our most popular machine, this 60" Vertical Downstroke Baler is ideally suited for OCC & shrink-wrap, producing bales up to 1,000 lbs

Ideal for

- Big Box Retailers
- Commissaries
- Distribution Centers
- Grocery Stores
- Home Retailers
- Hospitals
- National Accounts
- Pharmacies
- Recyclers
- Schools
- Universities
- Warehouses



Order Today: (877) 506-BACE
or visit us online at www.bacecorp.com

322 West 32nd Street
Charlotte, NC. 28206

*BACE Balers meet existing ANSI Safety Standards
and are ETL & CETL Approved.*

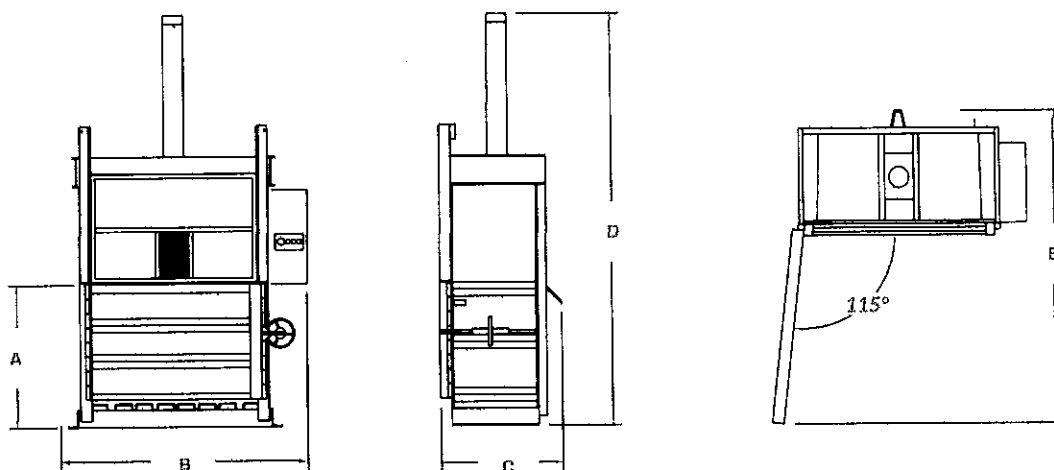


LEARN MORE AT WWW.BACECORP.COM
Toll Free: (877) 506-BACE (2223) • Fax: (704) 394-2210

BACE Vertical Baler V630CC

DIM. (in./mm)

- A. 54.50/1384
- B. 88/2235
- C. 45.5/1154
- D. 139/3530
- E. 97/2481



SPECIFICATIONS	
PERFORMANCE	
Nominal Bale Size	60" x 30" x 48"
Bale Weight	Up to 1000 lbs OCC
Bale Volume	50 cu. ft.
No. of Bale Tie Slots	5
Compact Force lbs - Normal / Maximum	56,548/62,172
Platen Pressure	32 PSI
Average Cycle Time	49 Seconds
Loading Height	54.50"
Ejector System	Semi-Automatic
HYDRAULIC / ELECTRICAL	
Motor HP	10
Voltage 3 Phase	208V, 230V, 480V
Full Load Amps (A = Amps)	30A, 28A, 14A
Pump GPM	10.5
Normal/Maximum System Pressure PSI	2000/2200
Cylinder Bore x Stroke	6" x 42"
Hydraulic Tank Capacity Gallons	22
ADDITIONAL HYDRAULIC/ELECTRICAL CONFIGURATIONS ARE AVAILABLE. PLEASE CALL BACE FOR MORE INFORMATION.	

Available Options

- Slotted Front Door
- Wire Guides (allows for front bale tie-off)
- Rear Feed Opening, Front Eject
- Feed Chute
- Counter Weighted Floppy Retainer Dogs
- Oil Heater
- Weather Proof Package

Due to continual product improvement BACE reserves the right to change specifications without notice.
 The information and pictures used in the document are for illustrative purposes only.
 Printed on recycled paper.

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-112: Special Use Permit 420 Freeman Road

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-112 Special Use Permit 420 Freeman Road
 2. 420 Freeman Rd Special Use App
 3. 420 Freeman Rd 200' Buffer Map
 4. 420 Freeman Rd Special Use Letter
 5. 420 Freeman Road Ads
 6. CellaMarie Smith Title
-

PURPOSE:

The purpose of this item is seek council approval of a Special Use Permit for a salon at 420 Freeman Road.

BACKGROUND:

The property owner is requesting a Special Use Permit for her home located at 420 Freeman Road for the purpose of operating a hair salon out of her home. Ms. Patrick has stated that she anticipates only having few customers each week. The residence is currently zoned R-2 and is contiguous with C-2, C-3, and R-2 zoned properties. The matter was taken before the Planning and Zoning Committee on February 14th. There were no comments or objections from the public and the Special Use permit was recommended by the Planning and Zoning Committee.

RECOMMENDATION:

Staff recommends that council approve the Special Use Permit for 420 Freeman Road.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO CELLAMARIE PATRICK TO OPERATE A HAIR SALON AT 420 FREEMAN RD., NEOSHO, MISSOURI.

WHEREAS, CELLAMARIE PATRICK DESIRES TO OPERATE A HAIR SALON AT 420 FREEMAN RD., NEOSHO, MISSOURI; AND

WHEREAS, 420 FREEMAN RD., NEOSHO, MISSOURI, IS ZONED R-2, SECOND DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, CELLAMARIE PATRICK HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON FEBRUARY 14, 2023 AT 6:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON FEBRUARY 21, 2023 AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

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

SECTION 1: A Special Use Permit, authorizing the operation of a hair salon for the property located at 420 Freeman Rd., Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

- A. This Special Use Permit is issued to CellaMarie Patrick to operate a hair salon at 420 Freeman Rd., Neosho, Missouri. This Permit is not transferable.
- B. This Permit shall be for a term of three (3) years, renewable in February 2026.
- C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.
- D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.
- E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

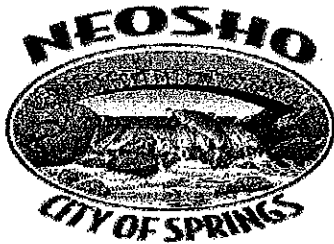
Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PROCEDURE FOR REZONING , SPECIAL USE PERMIT AND ABANDONMENT/VACATION OF STREETS and ALLEYS

- Applications shall be made on forms provided by the Planning and Zoning Department at City Hall.
- Filing fee, plus cost for publication and notice shall be paid when application is filed with **all** required attachments. **Required attachments are as follows:**
 1. Receipt for payment of applicable fee plus publication cost.
 2. List of property owners with 200 feet of said property (name, address, and parcel number)*
 3. Map of lots and streets within at least 300 feet *
 4. Copy of Deed *
- At the time of filing, the City Clerk shall note on the application the date of filing and make a permanent record of notation.
- Application shall go before the Planning and Zoning Commission within two (2) regular meetings from the date of filing. See attached schedule.
- Before the hearing, a Notice shall be published in the newspaper, and four (4) signs shall be posted on the property announcing hearing dates.
- At the hearing, the Commission shall make a report of their **recommendation** to approve or deny the application. This is **NOT** a final decision.
- The application and the Commissions recommendation shall then go before the City Council at the next regularly scheduled meeting. A notice shall be published announcing the hearing at least once, prior to hearing date.

* Available at the County Assessors office

Note: If an objection is received by property owners of at least two-thirds of the surrounding 185 feet of property, then the rezoning must be passed by a four-fifths vote.



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>Cella Marie Patrick</u>	Project Location <u>420 Freeman Rd</u>
Address <u>420 Freeman Rd</u>	Existing Use <u>Residence</u>
Phone <u>417-389-5244</u>	Proposed Use <u>Residence + Salon</u>
Contact Person Name <u>Cella Patrick</u>	Existing Zone <u>R-2</u>
Contact Person Phone <u>389-5244</u>	Proposed Zone <u>SPECIAL USE</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.

Cella Patrick
Signature of Owner

1-5-23
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 |

Cellamariepatrick@gmail.com

Neosho, MO

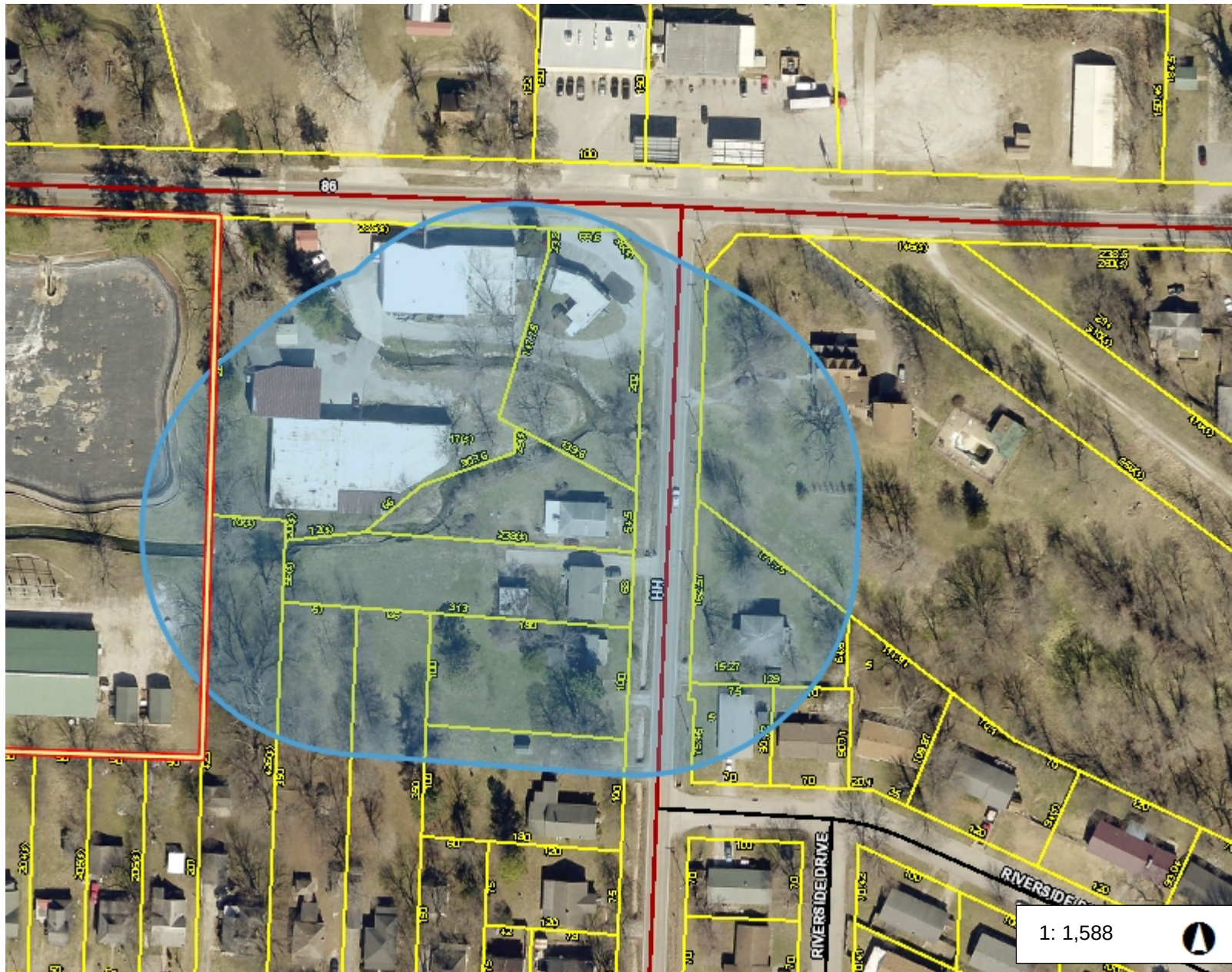


Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel



1: 1,588

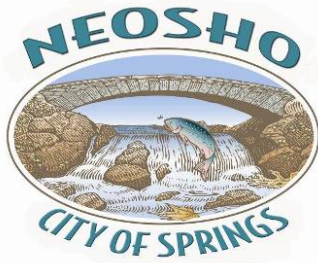


Notes

420 Freeman Rd
200' Notification Map

264.7 0 132.36 264.7 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



Development Services

203 E. Main St
Neosho, Mo. 64850

(417) 451-8050

January 6, 2023

Notice of Meeting

Property owner,

You are receiving this letter to inform you that on ***February 14, 2023 at 6:00 pm*** in the Neosho City Hall Council Chambers located at 203 East Main Street, we will be holding a Planning and Zoning Meeting & Public Hearing to discuss a Special Use Permit request for property located at 420 Freeman Road.

The City has been petitioned for a Special Use Permit for this R-2 Second Dwelling House District zoned property for use as a in home beauty salon.

You are not required to be at the meeting but if you would like to attend, feel free to do so.

Please feel free to contact my office at (417) 451-8050, regarding any questions you may have or for further information.

Sincerely,

Richard Leavens
City of Neosho
Development Services

Please run this ad on January 31, 2023, and February 7, 2023

NOTICE

There will be a meeting of the **Planning and Zoning Committee** in the City Council Chamber 203 E. Main on Tuesday, January 14, 2023, at 6:00 pm to conduct a public hearing and consider the request for a Special Use Permit for the address of 420 Freeman Rd for the purpose of operating a in home beauty salon. Inquiries, please contact Richard Leavens at city hall, (417) 451-8050.

Please run this ad on February 14, 2022

NOTICE

There will be a meeting of the **Neosho City Council** in the City Council Chamber 203 E. Main on Tuesday, January 21, 2023, at 7:00 pm to conduct a public hearing and consider the request for a Special Use Permit for the address of 420 Freeman Rd for the purpose of operating a in home beauty salon. Inquiries, please contact Richard Leavens at city hall, (417) 451-8050.



Recording Date/Time: 05/16/2022 at 11:12:21 AM

Book: 371 Page: 3878

Instr #: 202203915

Type: QC

Pages: 2

Fee: \$27.00 S 20220003264

Jennifer A. Childers
Recorder of Deeds

Copied to Brown
P.O. 2845
Joplin Mo 64803
27-

6116 \$81.00
QUIT-CLAIM DEED

This Deed, dated this 11th day of May 2022, is made and entered into by and between CHAD E. CLARK and JENNIFER J. CLARK, husband and wife ("Grantor/Party of the first part"), of Newton County, Missouri, and CELLAMARIE J. SMITH (formerly known as Cellamarie Patrick) ("Grantee/Party of the second part"), whose mailing address is 420 Freeman Road, Neosho, MO 64850.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten & NO/100 Dollars (\$10.00) and all other good and valuable consideration, in hand paid by the said party of the second part, (the receipt of which is hereby acknowledged), does by these presents **REMISE, RELEASE AND FOREVER QUIT-CLAIM** unto the said party of the second part, her heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri, to-wit:

Tract 1: All of Lot Numbered Twelve (12) in Thomas Subdivision in the City of Neosho, Newton County, Missouri, except the South 68 feet thereof, according to the recorded Plat thereof.

Tract 2: A right of way for the purposes of ingress and egress over a driveway on the North 15 feet of the South 68 feet of Lot Numbered Twelve (12) in Thomas Subdivision in the City of Neosho, Newton County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part and unto her heirs and assigns forever; so that neither the said party of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand.

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

CHAD E. CLARK

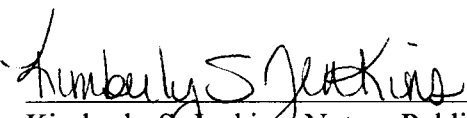
JENNIFER J. CLARK

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this 11th day of May 2022, before me personally appeared CHAD E. CLARK and JENNIFER J. CLARK, husband and wife, to me known to be the persons described herein and who executed the foregoing Quit Claim Deed, as Grantors, and acknowledged to me that they executed the same as their voluntary free act and deed for the purposes therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires:


Kimberly S. Jenkins, Notary Public

KIMBERLY S. JENKINS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Apr. 27, 2026
Commission #14433970

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-113: ARPA Drainage Project Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-113 Hatchery Branch and Lower High School Branch stormwater-Eng Agrmt
 2. Agreement for Engineering Services - ARPA
-

PURPOSE:

To approve an agreement between the City of Neosho and Allgeier, Martin & Associates, Inc. for stormwater improvements.

BACKGROUND:

The City of Neosho applied for an ARPA grant for stormwater improvements within Neosho. The city was approved for the funding which will provide upgrades and improvements to our stormwater infrastructure for the Hatchery Branch and Lower High School Branch areas.

This agreement is for engineering services for the planning and design, construction phase and inspection stage of the project.

RECOMMENDATION:

To approve the agreement as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million Twelve Thousand and 00/100 Dollars (\$1,012,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million Twelve Thousand and 00/100 Dollars (\$1,012,000.00), 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.

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**AGREEMENT
BETWEEN
THE CITY OF NEOSHO, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2023 between the City of Neosho, Missouri (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch (hereinafter called the project), using funding assistance from the Missouri Department of Natural Resources through the America Rescue Plan Act (ARPA) funding program.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to the OWNER's stormwater conveyance system by constructing ditches, culverts and miscellaneous other work related to construction of an improvement to the conveyance system for the purpose of flood reduction.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

- 1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.
- 1.2.3 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.
- 1.2.4 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.
- 1.2.5 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as having jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.2.6 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.7 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.8 Furnish copies of the above documents and present and review them in person with OWNER.
- 1.2.9 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.
- 1.2.10 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.
- 1.2.11 Negotiating for the purpose of obtaining land or easements rights.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

- 1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.
- 1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.5 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental

thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.5.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 ENGINEER shall review and log American Iron and Steel documentation for the project during submittal review and during resident project representative site visits.

1.4.12 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation (Inspection).

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

- a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

- a) Record date of receipt of shop drawings and samples.
- b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.
- c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

- a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
- b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

- a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.
- b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

- a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.
- c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.
- d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

- a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.
- c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

- 1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.
- 1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.
- 1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- 1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- 1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.
- 1.5.3.7 Shall not authorize OWNER to make adjustments to the project without the consent of the ENGINEER.
- 1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving

services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- 3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.
- 3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.
- 3.12 Geotechnical investigations to determine depth to rock.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 600 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 10 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Planning, Design Phase and Easement/Property Acquisition Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be \$1,012,000. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed \$1,012,000.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.16, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4.

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Newton County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 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.

- 7.8. Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.
- 7.9. Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.
- 7.10. Records and Audits. ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to OWNER or any authorized representative, and will be retained for three years after the expiration of this Agreement.
- 7.11. 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.
- 7.12. 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.
- 7.13. 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule" and Exhibit B "Estimate of Costs".
- 8.2 This agreement (consisting of pages 1 to 19, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF NEOSHO, MISSOURI

(Authorized Signature)

Tyler DeWitt
(Printed Name)

Mayor
(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.



(Authorized Signature)

Michael Atkinson, P.E.

Vice President

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC. Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$279	\$289	\$289
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT B
ESTIMATE OF COSTS

Project Name: Hatchery Branch Stormwater Improvements				
Location: Starting at the battery of culverts under South Street northward to the railroad bridge just south of Park Street				
Engineering, Planning, and Administrative				
		Planning (Public Hearing, Exhibits)	\$	10,000.00
		Survey (Topographic, Utility and Boundary)	\$	30,000.00
15	EA	Property Acquisition (Legal Descriptions, Property Pins)	\$ 3,600.00	\$ 54,000.00
4	EA	Property Negotiation (Land Only)	\$ 2,700.00	\$ 10,800.00
11	EA	Property Negotiation (Land and Home)	\$ 13,400.00	\$ 147,400.00
		Engineering Design	\$	166,000.00
		Contract Administration	\$	83,000.00
		Construction Engineering and Resident Inspection (5-Months Duration)	\$	95,000.00
HATCHERY BRANCH SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT				\$ 596,200.00

Project Name: Lower High School Branch Stormwater Improvements				
Location: Starting at Wheeler Street north to Coler Street				
Engineering, Planning, and Administrative				
		Planning (Public Hearing, Exhibits)	\$	15,000.00
		Survey (Topographic, Utility and Boundary)	\$	22,000.00
		Engineering Design	\$	168,000.00
		Contract Administration	\$	51,000.00
		Construction Engineering and Resident Inspection (8-Months Duration)	\$	160,000.00
LOWER HIGH SCHOOL BRANCH SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT				\$ 416,000.00

Summary (Hatchery Branch + Lower High School Branch)				
Total Cost			\$	1,012,200.00
TOTAL COST (Rounded to Nearest \$1000)			\$	1,012,000.00

REQUESTED COUNCIL MEETING DATE: February 21, 2023**ITEM:** Bill No. 2023-114: Buffalo Creek Lift Station Agreement for Engineering Services**ORIGINATING DEPARTMENT:** City Manager**ATTACHMENT:**

1. Bill No. 2023-114 AMA RE Buffalo Creek Lift Station
 2. Agreement for Engineering Services - Buffalo LS
-

PURPOSE:**BACKGROUND:**

This project was originally sought for funding under the ARPA funds. However, we weren't approved for the grant. Staff has scaled down the project to include the improvements to the Buffalo lift station this agreement would authorize engineering to be completed throughout the construction phase of the project.

The scope of work for this agreement shall include the preparation of plans and specifications for construction of improvements to the Buffalo Creek Lift Station. Specifically, the documents produced will include:

Survey of existing facilities and site.

- An evaluation of current and projected wastewater flows, including flow monitoring of the lift station.
- Development of design plans, specifications, and contract documents are used to solicit competitive bids for construction of the improvements. Construction documents shall be for the construction of improvements to provide adequate pumping capacity and extend the useful life of the facility. Also included is the replacement of a gravity sewer to the west of the Buffalo Creek Lift Station, should it be found necessary to resolve capacity issues.
- Approval from the Missouri Department of Natural Resources to proceed with construction of the project, including obtaining a construction permit and all necessary coordination.
- Coordination and oversight of the bidding process for the proposed improvements in order to award a construction contract to a contractor.
- Engineering construction services throughout the duration of the construction of the proposed improvements.
- Resident Project Representation on a part time basis during construction of the project.

RECOMMENDATION:

To approve the agreement as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the Buffalo Creek Lift Station for the not to exceed price of Two Hundred Seven Thousand Seven Hundred and 00/100 Dollars (\$207,700.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the Buffalo Creek Lift Station for the not to exceed price of Two Hundred Seven Thousand Seven Hundred and 00/100 Dollars (\$207,700.00), 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.

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**AGREEMENT
BETWEEN
THE CITY OF NEOSHO, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2023 between the City of Neosho, Missouri (OWNER), and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to the Buffalo Creek Lift Station.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to the OWNER's Buffalo Creek Lift Station to increase pumping capacity and extend the useful life of the facility.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Conduct flow monitoring of the existing facilities to evaluate current and projected wastewater flows.

1.2.3 Develop design plans, specifications, and contract documents used to solicit competitive bids for

construction of the improvements. The scope of design includes the replacement of pumps and controls, the replacement or rehabilitation of piping, valving, and appurtenances, the renovation of the existing wet well, and the replacement of gravity sewer line to the west of the lift station, should it be found necessary to resolve capacity issues. The scope of design work does not include improvements to the existing pressure sewer line from the Buffalo Creek Lift Station.

1.2.4 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. This specifically includes obtaining a construction permit from the Missouri Department of Natural Resources.

1.2.5 On the basis of the accepted final design documents, provide to the OWNER an opinion of probable cost for the Project.

1.2.6 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.7 Furnish copies of the above documents and present and review them in person with OWNER.

1.2.8 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Review contractor's proposed project schedule.

1.4.3 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.4 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.6 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.7 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly

perform duties undertaken by him in the contract documents.

1.4.9 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

- a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

- a) Record date of receipt of shop drawings and samples.
- b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.
- c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

- a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
- b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

- a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.
- b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

- a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.
- c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

- d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

- a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.
- c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to make adjustments to the project without the consent of the ENGINEER.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving

services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- 3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.
- 3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 300 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 6 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Flow Monitoring, Survey, and Design Phase Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be \$207,700. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed \$207,700.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Newton County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 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.

- 7.8. Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.
- 7.9. Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.
- 7.10. Records and Audits. ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to OWNER or any authorized representative, and will be retained for three years after the expiration of this Agreement.
- 7.11. 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.
- 7.12. 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.
- 7.13. 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule" and Exhibit B "Estimate of Costs".
- 8.2 This agreement (consisting of pages 1 to 18, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF NEOSHO, MISSOURI

(Authorized Signature)

Tyler DeWitt
(Printed Name)

Mayor
(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.



(Authorized Signature)

Michael Atkinson, P.E.

Vice President

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC. Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$279	\$289	\$289
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT B
ESTIMATE OF COSTS

Project Name: Buffalo Creek Lift Station Improvements			
Location: Buffalo Creek Lift Station			
Engineering, Planning, and Administrative			
	Flow Monitoring	\$	27,400.00
	Survey and Engineering Design	\$	85,700.00
	Bidding and Construction	\$	34,500.00
	Resident Project Representation (55 Days)	\$	60,100.00
PROJECT SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT			\$ 207,700.00

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-115: Stafford Fencing Contract

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-115 Stafford Fencing RE Branco fence related to 86-Hammer roundabout
 2. Stafford Fencing RE Branco fence related to 86-Hammer roundabout
-

PURPOSE:

To approve the contract with Stafford Fencing.

BACKGROUND:

This agreement is for fencing services at 12033 State Hwy 86, Neosho, MO 64850 as outlined in the contract and bid documents.

RECOMMENDATION:

To approve the agreement as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City's dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, for the not to exceed price of Thirteen Thousand and 00/100 Dollars (\$13,000.00); 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 Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City's dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, for the not to exceed price of Thirteen Thousand and 00/100 Dollars (\$13,000.00), 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.

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, 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 Jeremy and Candace Stafford, d/b/a Stafford Fencing, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, 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. Contractor agrees to construct improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road as follows:

Furnish and install new fencing, gates, posts, accessories and fencing modifications in accordance with the attached diagram. Installation includes 2 cantilevered sliding gates providing for a 30' clear opening. Gate posts are to be a minimum of 4" diameter installed in an industry standard foundation with a minimum diameter of 18" and minimum depth of 36". The gate and fencing installation is to match the existing 6' chain link with 3 strand barbed wire fence located at 12033 State Hwy 86, Neosho, MO 64850 (Branco Enterprises). Gates are to be placed on rollers (top and bottom) with barbed wire on top of the gate panels. All material is to be commercial grade.

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 Thirteen Thousand and 00/100 Dollars (\$13,000.00) – the full amount of this contract – as follows. Contractor will be paid \$6,500.00 – 50% of this contract – within thirty (30) days of the Effective Date and \$6,500.00 – 50% of this contract – within thirty (30) days of completion of the project.

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

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

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

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

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

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

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire

understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

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

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

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

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. 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. Such policies shall name City as an additional insured for causes of actions and claims arising out

of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/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. Intentionally omitted.

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

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

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

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

Jeremy and Candace Stafford
802 Spencer Drive
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. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Intentionally omitted.

27. Records and Audits. Intentionally omitted.

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. Intentionally omitted.

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. Intentionally omitted.

34. Termination. City reserves the right to terminate this contract by giving at least

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

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

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

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

CITY OF NEOSHO, MISSOURI

JEREMY AND CANDACE STAFFORD
D/B/A STAFFORD FENCING

Tyler DeWitt, Mayor

Jeremy Stafford

ATTEST:

Cheyenne Wright, City Clerk

Candace Stafford

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Piper Sandler Underwriter Engagement Agreement

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Neosho 2023 UW Exemption - Short Form
 2. Letter Neosho RFQ Underwriting evaluation
 3. Piper Sandler Neosho 2023 UW RFP Response - Final
 4. City of Neosho RFQ Stifel Response vFinal
-

PURPOSE:

Engage with Piper Sandler & Co. for future underwriting or placement agent needs.

BACKGROUND:

Staff requested and obtained Request for Qualifications for an Underwriter for any future underwriting or placement needs the City may have. After scoring, it was determined that Piper Sandler & Co. would be the firm to enter into an agreement as an underwriter/placement agent for any future debt or refinancing.

RECOMMENDATION:

Staff recommends engaging with Piper Sandler & Co and request Council to authorize the Mayor to execute the agreement.

February 15, 2023

Leslie Forest, Director of Finance
City of Neosho, Missouri
203 E Main Street
Neosho, MO 64850

Re: Underwriter/Placement Agent Engagement Letter
Public Safety Facility Project (the "Securities")

Dear Mr. Dewitt:

On behalf of Piper Sandler & Co. ("Piper Sandler" or "we"), we wish to thank you for the opportunity to serve as an underwriter or placement agent to you for the issuance of the Securities. We understand that the decision to either conduct a public sale of the Securities or arrange for the placement of the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. This letter is intended to describe our engagement for either method of sale.

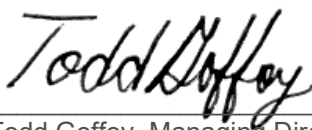
This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Sandler as an underwriter or placement agent respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Piper Sandler as underwriter or placement agent by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms and conditions of a bond purchase or placement agent agreement. This engagement does not restrict you from using other underwriters or placement agents respecting the Securities or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Sandler.

As an underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. However, Piper Sandler intends to serve as an underwriter or placement agent and not as a financial advisor to you; and the primary role of Piper Sandler is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction. Piper Sandler has financial and other interests that differ from your interests.

Attached to this letter are regulatory disclosures required by the Securities Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing any conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me.

Sincerely,



Todd Goffoy, Managing Director
Piper Sandler & Co.

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

Tyler Dewitt, Mayor
City of Neosho, Missouri
Date: _____

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - o The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - o The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Placement Agent Role:
 - o MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
 - o Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
 - o Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - o The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - o In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.⁴
- Disclosures Concerning the Underwriters' Compensation:
 - o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- Disclosures Concerning the Placement Agent's Compensation:
 - o The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

⁴ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the

financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

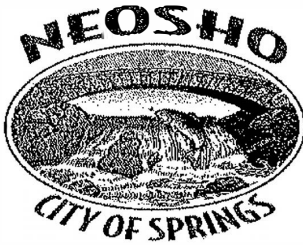
Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



City of Neosho

200 Nelson Ave.
Neosho, MO, 64850
417-451-8071 phone
417-451-8074 facsimile
www.neoshomo.org

Date: January 19, 2023
To: Underwriter Services
SUBJECT: City of Neosho Underwriter Selection

To Whom It May Concern:

The City of Neosho has reviewed the two (2) RFQ received on January 6, 2023, for the above-referenced project, and after careful consideration, the rating board has selected Piper Sandler to be retained as the firm for the Cities future underwriting services.

Our panel of raters included Jason Baird, Aaron Houk, and Leslie Forest. Each rater completed a rating sheet individually. The following are the combined rating of the entire panel added together. Piper Sandler overall rating of 166, and Stifel overall rating of 158.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Leslie Forest
Finance Director

City of Neosho, Missouri

Response to Request for Proposal for Underwriter



Todd Goffoy
Managing Director
913-345-3373
todd.goffoy@psc.com

Hannah Snyder
Assistant Vice President
913-345-3302
hannah.snyder@psc.com

January 6, 2023

Leslie Forest, Director of Finance
City of Neosho, Missouri
203 E Main Street
Neosho, MO 64850

Re: Response to Request for Proposals to Serve as Underwriter

Dear Leslie,

On behalf of Piper Sandler Companies, thank you for the opportunity to respond to the City of Neosho's request for proposals to serve as underwriter. We are proud of our long track record of successful work with the City. Our proven experience and knowledge of the City will be important as the plan of finance is developed. If we proceed with a public offering, our past experience will be helpful with the bond rating process. Alternatively, if a direct bank placement is pursued, we are able to clearly articulate the City's financial position to potential bank lenders across the nation. Piper Sandler & Co. is a regionally based full service investment banking firm that prides itself in offering clients local financing expertise supported by a national platform. The following are key advantages of continuing to work with Piper Sandler:

- **Successful Experience with Neosho:** We have developed a highly successful track record with Neosho on numerous financings since the early 1990's. Most recently, we completed a special obligation bond issue in February 2021. This issue refinanced two prior series of obligations and provided interest savings of well over \$200,000. As interest rates rose substantially in 2022, the refinancing was completed at an opportune time. The interest rates we achieved for the City were much lower than what other underwriters provided for other entities, one of which was completed the same day as the City's bond sale (see the detailed analysis herein).
- **Extensive Experience with Missouri Municipalities:** Our team provides the most extensive experience to municipalities across Missouri, from large suburban cities to small villages. We have worked with over 173 different Missouri municipalities, including the following since January 1, 2019:

- | | | | |
|------------------|------------------|-----------------|-------------------------|
| • Belton | • Hollister | • Maryville | • Richmond |
| • Cape Girardeau | • Jackson | • Mexico | • Rogersville |
| • Carl Junction | • Jefferson | • Monett | • Rolla |
| • Centralia | • Joplin | • Neosho | • Sikeston |
| • Chesterfield | • Kearney | • Oak Grove | • Smithville |
| • Cottleville | • Kirksville | • O'Fallon | • St. Joseph |
| • East Prairie | • Lake Winnebago | • Perryville | • Sugar Creek |
| • Forsyth | • Lebanon | • Platte City | • Urbana |
| • Grandview | • Liberty | • Pleasant Hope | • Warrensburg |
| • Holden | • Marceline | • Raymore | • Village of Centertown |

- **Access to All Types of Institutional Investors:** The Fixed Income Institutional Sales force of Piper Sandler has locations throughout the country, including Kansas City, St. Louis, Boston, Chicago, Charlotte, Denver, Houston, Philadelphia, Minneapolis, New York, Portland, San Francisco and Seattle. Our institutional sales capability is unsurpassed in our region with access to numerous insurance

companies, mutual funds, corporations, money managers and trust departments. Our National Municipal Group and Middle Markets Group cover virtually all types and sizes of high net worth retail and institutional investors of municipal bonds. Furthermore, our firm has unparalleled distribution capability to many of the smaller and medium-sized institutional investors in Missouri.

- **Leading Underwriter in the Midwest:** As the bond market continues to expand with potential investors located across the country, it is increasingly important to have an underwriter with a broad distribution network and experience. Piper Sandler is a NYSE publicly traded independent investment bank and consistently ranks among the top underwriters in the nation and the Midwest.

**Midwest Regional Long-Term Transactions
Competitive, Negotiated, and Private Placement
Ranked by Number of Issues
2021**

Rank	Firm	# of Issues
1	Piper Sandler & Co	335
2	D A Davidson & Co	211
3	Stifel Nicolaus & Co Inc	120
4	Robert W Baird & Co Inc	101
5	LJ Hart & Company	91
6	Ameritas Investment Corp	69
7	First National Capital Markets Inc	62
8	UMB Bank NA	53
9	Northland Securities	50
10	Country Club Bank	45

We appreciate your consideration of our proposal. We look forward to the opportunity to continue our work with the City on this issue. We are confident that we will continue to provide the City with the lowest borrowing cost as we have with the City's prior issues. Please let us know if you have any questions or need any additional information.

Sincerely,

PIPER SANDLER & CO.


Todd Goffoy, Managing Director

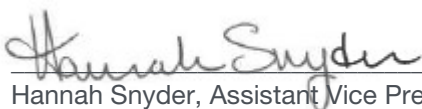

Hannah Snyder, Assistant Vice President

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Appendix A - MSRB Disclosure Statements for Underwriter

I. Description of Firm

A brief description of the firm.

Our Firm

Founded in 1895 and headquartered in Minneapolis, Minnesota, Piper Sandler Companies (NYSE: PIPR) is a client-focused, full-service investment banking firm dedicated to delivering superior financial advice, transaction execution and investment products within selected sectors of the financial services marketplace. Piper Sandler is divided into two primary segments: 1) public finance and fixed income services, and 2) investment banking and equities. Public finance-related revenues account for approximately 33% of firm revenues, making it a key business line for Piper Sandler.

Ownership and Philosophy

Piper Sandler & Co. is a subsidiary and the primary operating entity of the holding company Piper Sandler Companies. Piper Sandler is regionally based, with offices primarily in the Midwest, Rocky Mountain, Southwest, Eastern and Pacific Coast states. Piper Sandler's 1,719 employees serve corporations, government, non-profit entities and institutional investors on an international basis. Piper Sandler is a national leader in our areas of focus.

Guiding Principles

Piper Sandler has a philosophy that emphasizes steady growth through financial strength, honoring a commitment to client service, and providing a quality work environment for its employees. These values are reflected in the company's guiding principles below.

We create and implement superior financial solutions for our clients. Serving clients is our fundamental purpose. We earn our clients' trust by delivering the best guidance and service. Great people working together as a team are our competitive advantage.

As we serve, we are committed to these core values:

- Always place our clients' interests first
- Conduct ourselves with integrity and respect and treat others with respect
- Work in partnership with our clients and each other
- Attract, retain and develop a diverse group of the best people in a high-quality, inclusive environment
- Contribute our talents and resources to serve the communities in which we live and work

Public Finance Services

Overview

The Piper Sandler public finance group is staffed by 162 investment bankers in 41 offices. Our investment bankers possess the understanding, knowledge and creativity needed to meet the capital needs of a diverse group of public sector, non-profit and for-profit debt issuers.

We are committed to and capable of meeting the financing needs of clients of all sizes. The public finance group is able to provide top-quality service to clients by having our investment bankers located strategically throughout the country. We are members of our local communities, which enables us to readily respond to our clients' requests.

Growing Public Finance Franchise

Piper Sandler has long been a leading underwriter of municipal bonds and our public finance group has continued to grow. Since the beginning of 2008, we have opened 21 new public finance offices and 12 new sales offices. Our public finance group has grown from 100 bankers in 20 office locations in 2008 to 162 bankers in 41 locations today.

With our employees strategically located throughout the country, we offer an in-depth understanding of the local

markets and issues affecting our clients' financing success. Being close to our clients allows us to provide a superior level of service and guidance.

In a market characterized by extreme volatility over the past few years and significant changes in the banking industry landscape, Piper Sandler has continued to thrive and grow. We have added key personnel in a variety of market segments and have continued to commit capital to support our clients' financing needs. During this time, the firm's emphasis on and commitment to serving our municipal market clients has never wavered.

In 2021, the group helped finance 952 long and short-term negotiated bond issues totaling \$50.5 billion, 759 of which were sole or senior managed.

In addition, the department served as a financial advisor on 237 Long and Short-Term Competitive, Negotiated, and Private Placement issues totaling \$12.6 billion (*Source: Thomson Reuters*).



Midwest

Piper Sandler has been a leading underwriter of municipal issues in this region since 1990. This is a direct result of our strong presence in the Midwest, including our headquarters in Minneapolis, and offices in Chicago, Des Moines, Kansas City, Lincoln, Milwaukee, Omaha and St. Louis. A total of 43 investment banking professionals work with a wide variety of clients in these and other states in the region in several specialty areas including housing, healthcare, higher education finance and state & local government, including school and special districts.

In October 2015, Piper Sandler expanded its public finance and fixed income sales and trading team with the acquisition of BMO Capital Markets GKST Inc. The Chicago-based group added 55 bankers, fixed income sales and trading professionals to our existing robust public finance and fixed income sales and trading team.

Acquisitions and Mergers

Piper Sandler has significantly expanded its public finance and municipal sales, trading and underwriting practice since 2012. Specific examples of Piper Sandler's significant public finance expansion include:

- **Seattle-Northwest Securities Corporation ("SNSC") Acquisition** – On July 15, 2013 Piper Sandler purchased Seattle-Northwest Securities Corporation, the leading middle-market public finance firm and top municipal underwriter in the Pacific Northwest region. The transaction added depth to the firm's public finance franchise, and significantly strengthened our ability to serve municipal and middle-market clients across all major U.S. markets.
- **BMO Capital Markets GKST Inc. ("BMO") Acquisition** – On October 13, 2015, Piper Sandler acquired BMO Financial Corp.'s municipal bond sales, trading and origination business, which added depth and breadth to our fixed income institutional sales, trading and underwriting platform.
- **Sandler O'Neill + Partners, L.P.- Merger** – On January 6, 2020, Piper Sandler & Co. announced the completion of our merger with Sandler O'Neill + Partners, L.P. to become Piper Sandler Companies. The name Piper Sandler reflects the combination of two strong brands and the power of our partnership.

Forbes Most Trustworthy

Each year, Forbes takes a look at the companies that rate the most trustworthy, based on accounting and governance practices. Forbes' list is assembled by MSCI ESG Research, which compiles data from 700 publicly traded companies with market caps above \$250 million. MSCI assesses factors like "high-risk events, revenue and expense recognition methods, SEC actions and bankruptcy risks" as indicators of a firm's credibility. Piper Sandler made the list of the top 50 most trustworthy companies in 2015 and 2017 as a result of our commitment to ethics and integrity. At Piper Sandler, all employees share the responsibility to conduct ourselves with integrity and place our clients' interests first. We cannot feel safe in assuming that we are putting our clients' interests first simply because we are following the letter of the law and/or industry custom and practice. Rather, we must make decisions that follow our Guiding Principles and do the right things for our clients. All employees are required to

complete a training module on “Putting Clients’ Interest First” which helps employees learn to identify and appropriately address situations where our values or clients’ interests may be challenged. We also maintain an Ethics Hotline and an Ethics Mailbox that employees may use to report violations or suspected violations of the company's Code of Ethics and Business Conduct, employment-related concerns, and concerns regarding questionable accounting or auditing matters.

II. Missouri Clients

A list of municipal clients within the State of Missouri.

Our most recent underwriting transaction was for the City of Carthage. They selected Piper Sandler as their underwriter for their Series 2022 Certificates of Participation which provided funds to update their electric systems. We completed the bond issuance steps and gathered relative information from the City in an efficient and timely manner in order to provide bond pricing flexibility. The original plan was to sell the bonds the week of December 12, 2022 but due to the heavy economic calendar this week our underwriting team was able to move up the pricing to December 8th in order to sell the bonds in the best market environment possible. The sale was very successful and all maturities were sold to investors. A few maturities were bought by multiple investors so we were able to decrease interest rates in those maturities which ultimately benefited the City.

Since January 1, 2012 we have assisted the following Missouri cities with a wide variety of bond issues and lease obligations:

- | | | |
|-----------------------------|----------------------------|----------------------------|
| • City of Belton | • City of Holden | • City of O'Fallon |
| • City of Blue Springs | • City of Hollister | • City of Owensville |
| • City of Branson | • City of Jackson | • City of Ozark |
| • City of Buffalo | • City of Jefferson City | • City of Perryville |
| • City of Cameron | • City of Joplin | • City of Pevely |
| • City of Cape Girardeau | • City of Kansas City | • City of Platte City |
| • City of Carl Junction | • City of Kearney | • City of Pleasant Hope |
| • City of Carthage | • City of Kirksville | • City of Raymore |
| • City of Centralia | • City of Knob Noster | • City of Richmond |
| • City of Chesterfield | • City of Lake Saint Louis | • City of Richmond Heights |
| • City of Clayton | • City of Lake Tapawingo | • City of Rogersville |
| • City of Clinton | • City of Lake Winnebago | • City of Rolla |
| • City of Cottleville | • City of Lawson | • City of Savannah |
| • City of Crystal City | • City of Leadington | • City of Sedalia |
| • City of Des Peres | • City of Lebanon | • City of Sikeston |
| • City of Desloge | • City of Lee's Summit | • City of Smithville |
| • City of East Prairie | • City of Liberty | • City of St. Joseph |
| • City of El Dorado Springs | • City of Marble Hill | • City of Steelville |
| • City of Florissant | • City of Marceline | • City of Sugar Creek |
| • City of Forsyth | • City of Maryville | • City of Urbana |
| • City of Fulton | • City of Mexico | • City of Vandalia |
| • City of Gladstone | • City of Monett | • City of Warrensburg |
| • City of Grain Valley | • City of Mountain View | • City of Weston |
| • City of Grandview | • City of Neosho | • City of Willard |
| • City of Harrisonville | • City of Nixa | • City of Jefferson |
| • City of Hazelwood | • City of Oak Grove | • Village of Centertown |

Proven Results for the City of Neosho

We completed a very successful bond issue for the City that closed on February 11, 2021. This special obligation bond issue refinanced the Series 2013 Special Obligation Bonds and the Series 2014A Certificates of Participation providing over \$200,000 of interest savings through the scheduled 2027 final maturity. This refinancing was completed before the substantial increase in interest rates that occurred in 2022.

The interest rates obtained on the City's bonds were meaningfully lower than two similar issues completed around the same time. One comparable issue was sold the same day as the City's bond sale and had a higher bond

rating than the City. The better bond rating should have provided the other issue a pricing advantage over the City's bonds. Instead, the City's bonds had lower interest rates by a meaningful margin. In the last four maturities, the City's interest rates were lower by 13 to 18 basis points.

The second comparable issue was sold two weeks prior to the City's bonds on January 7, 2021. This issue carried the same rating as the City's bonds and should have sold at similar levels. However, the City's bonds received much lower interest rates.

Our vast experience with Missouri municipalities of all sizes and national underwriting capabilities allowed the City to obtain a much lower borrowing cost (and hence greater interest savings). **Simply put, today, our same capabilities and guidance will continue to provide the City the lowest possible borrowing cost.**

City of Neosho, Missouri

Series 2021 Special Obligation Bond Comparables

	<i>Final</i>						<i>Final</i>						<i>Final</i>				
Issuer	City of Neosho						Green County School District R-3						Winston R-VI School District				
Amount	\$3,075,000						\$5,060,000						\$3,620,000				
Issue	Special Obligation Bonds						Certificates of Participation						Certificates of Participation				
Rating	S&P 'A'						S&P 'A+'						S&P 'A'				
Underwriter	Piper Sandler						Stifel Nicolaus						LJ Hart				
Pricing Date	1/21/2021						1/21/2021						1/7/2021				
Call Date	Noncallable						Noncallable						4/15/2026				
Tax Treatment	Bank Qualified						Bank Qualified						Bank Qualified				
Method of Sale	Negotiated Sale						Negotiated Sale						Negotiated Sale				
Year	April MMD	Par (1000s)	Coupon	Yield	Spread		March MMD	Par (1000s)	Coupon	Yield	Spread		April MMD	Par (1000s)	Coupon	Yield	Spread
2021	0.14	475	2.000	0.30	0.16		0.14						0.14				
2022	0.14	450	2.000	0.35	0.21		0.14	575	3.00	0.34	0.20		0.14	245	2.000	0.40	0.26
2023	0.16	455	2.000	0.40	0.24		0.16	600	3.00	0.46	0.30		0.16	265	2.000	0.50	0.34
2024	0.19	470	2.000	0.45	0.26		0.19	600	3.00	0.58	0.39		0.17	265	2.000	0.60	0.43
2025	0.22	480	2.000	0.55	0.33		0.22	615	3.00	0.71	0.49		0.19	270	2.000	0.75	0.56
2026	0.29	505	2.000	0.65	0.36		0.29	640	3.00	0.83	0.54		0.26	295	2.000	0.90	0.64
2027	0.39	240	2.000	0.80	0.41		0.39	660	3.00	0.97	0.58		0.36	295	2.000	1.00	0.64
2028	0.51						0.51	670	3.00	1.12	0.61		0.48	295	2.000	1.05	0.57
2029	0.62						0.62	700	3.00	1.25	0.63		0.59	310	2.000	1.10	0.51
2030	0.73						0.73						0.69	310	2.000	1.15	0.46
2031													0.77	315	2.000	1.20	0.43
2032													0.83	325	2.000	1.25	0.42
2033													0.88				
2034													0.95	430	3.000	1.10	0.15
2035													1.00				

* All premium callable maturities are shown yield to call

The following is a list of prior issues completed for the City of Neosho:

Sale Date	Amount	Description
1/21/2021	\$3,075,000	City of Neosho, Missouri, Refunding Special Obligation Bonds, Series 2021
1/19/2016	\$4,040,000	City of Neosho, Missouri, Refunding Certificates of Participation, Series 2016
8/5/2014	\$3,035,000	City of Neosho, Missouri, Tax-Exempt Refunding Certificates of Participation, Series 2014A
8/5/2014	\$865,000	City of Neosho, Missouri Taxable Refunding Certificates of Participation Series 2014B
3/27/2013	\$3,145,000	City of Neosho, Missouri, Refunding Special Obligation Refunding Bonds Series 2013
6/5/2012	\$320,000	City of Neosho, Missouri, Tax-Exempt Refunding Certificates of Participation, Series 2012A

6/5/2012	\$410,000	City of Neosho, Missouri, Taxable Refunding Certificates of Participation, Series 2012B
1/5/2010	\$825,000	City of Neosho, Missouri, Waterworks Revenue Bonds, Series 2010
11/10/2009	\$5,488,800	City of Neosho, Missouri, Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri - Direct Loan Program - ARRA) Series 2009B
4/21/2009	\$1,655,000	City of Neosho, Missouri, Sewerage System Revenue Bonds (Junior Lien) Series 2009A
4/16/2007	\$3,625,000	City of Neosho, Missouri, Certificates of Participation, Series 2007A
2/21/2006	\$6,125,000	City of Neosho, Missouri, Refunding Certificates of Participation, Series 2006A
2/16/2006	\$365,000	City of Neosho, Missouri, Taxable Refunding Certificates of Participation, Series 2006B
9/20/2000	\$3,090,000	City of Neosho, Missouri, Special Obligation Bonds, Series 2000
5/15/2000	\$870,000	City of Neosho, Missouri, Taxable Certificates of Participation, Series 2000
4/19/2000	\$1,535,000	City of Neosho, Missouri, Certificates of Participation (Parks and Recreation Improvement Project) Series 2000
1/15/1999	\$1,890,000	City of Neosho, Missouri, Parks and Recreation Refunding and Improvement Project, Certificates of Participation, Series 1999A
8/16/1993	\$140,000	City of Neosho, Missouri, Certificates of Participation, Series 1993
4/20/1993	\$320,000	City of Neosho, Missouri, Certificates of Participation, Series 1993

III. Resumes

Education, experience, expertise and certifications of the firm, principals, and key employees.
Resumes of personnel who would be assigned to the City.

Lead Contact Information

PIPER SANDLER	Todd Goffoy	Hannah Snyder
	<i>Managing Director</i>	<i>Assistant Vice President</i>
	11635 Rosewood Street	11635 Rosewood Street
	Leawood, KS 66211	Leawood, KS 66211
	913-345-3373 – <i>Direct</i> todd.goffoy@psc.com	913-345-3302 – <i>Direct</i> hannah.snyder@psc.com

Todd Goffoy, Managing Director

Todd Goffoy is a managing director in the public finance investment banking group at Piper Sandler. Goffoy has been with Piper Sandler since 1992 and currently focuses his public finance efforts on Missouri municipalities, school districts, counties, fire districts and utility districts.

Prior to joining the firm, Goffoy served as finance director for a suburban municipality for four years. He has been involved in local government finance for his entire career since 1986.

Goffoy earned a Master of Business Administration degree from Rockhurst College and a bachelor’s degree in accounting from Southwest Missouri State University.

Hannah Snyder, Assistant Vice President

Hannah Snyder joined Piper Sandler in 2018 and is an assistant vice president on the public finance investment banking team. She brings experience providing financial advisory and investment banking services to governmental entities. Snyder primary serves school districts, cities, counties, fire districts, and community colleges in planning and implementing their financing objectives. She provides expertise in cash flow modeling, bond issue structuring, bond refinancings, debt capacity, bond elections, and capital improvement planning. Snyder works with a variety of Missouri governmental entities on a full range of debt offerings including general obligation, revenue, lease transactions, tax increment financing, and short term borrowings.

Snyder is involved in the Missouri Municipal League, Missouri City County Managers Association, Missouri Government Finance Officers Association, Missouri Association of School Administrators, Missouri Association of School Business Officials, and Women in Public Finance.

Snyder graduated magna cum laude from Iowa State University in Ames, Iowa, with a bachelor’s degree in finance.

Kristian Gottman, Underwriter

Kristian Gottman is an Assistant Vice President within Fixed Income Services and serves on the Municipal Underwriting desk in Minneapolis, Minnesota. In her current role, Gottman is responsible for general market and bank qualified negotiated deals under \$15mm, bank qualified competitive issues and secondary trading.

Gottman joined Piper Sandler in 2014 and has held her current position since 2016.

Gottman earned a Master of Business Administration degree from University of St. Thomas as well as undergraduate degrees in finance and management from University of Wisconsin – La Crosse. She holds Series 7, Series 50, Series 52, and Series 63 licenses.

Donita Erickson, Underwriter

Donita Erickson is a Director & Fixed Income Underwriter within Fixed Income Services. In her current role, Erickson is responsible for pricing both tax exempt and taxable municipal bonds for state and local government issuers throughout the United States.

Erickson joined Piper Sandler in 2019 and has over 35 years of public finance, trading and underwriting experience. She graduated from the University of Nebraska-Lincoln with a Bachelor of Science in Business Administration – Finance Emphasis. She holds Series 7, Series 52, Series 53 and Series 63 securities licenses.

IV. Accessibility

Accessibility and ability to respond to City needs in a timely manner.

Todd and Hannah are both located in Kansas City office. We routinely travel to all parts of Missouri serving clients and readily available to continue serving the needs of the City. Whether the need is for in-person meetings with staff or the City Council, or other types of communication such as phone calls, video calls, emails, etc., we are highly accessible and easily reachable.

Appendix A - MSRB Disclosure Statements for Underwriter

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a “recommendation” or “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler’s primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm’s-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.]

Piper Sandler Companies (NYSE: PIPR) is a leading investment bank and institutional securities firm driven to help clients Realize the Power of Partnership®. Securities brokerage and investment banking services are offered in the U.S. through Piper Sandler & Co., member SIPC and FINRA; in Europe through Piper Sandler Ltd., authorized and regulated by the U.K. Financial Conduct Authority; and in Hong Kong through Piper Sandler Hong Kong Ltd., authorized and regulated by the Securities and Futures Commission. Asset management products and services are offered through separate investment advisory affiliates.

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Request for Qualifications

For Underwriting Services

City of Neosho, Missouri

January 6, 2023

STIFEL | Public Finance

January 6, 2023

Ms. Leslie Forest, *Director of Finance*
City of Neosho
203 E Main Street
Neosho, MO 64850

RE: Request for Qualifications for Underwriting Services

Dear Ms. Forest:

It is with great pleasure that Stifel, Nicolaus & Company, Incorporated ("Stifel") submits the attached response to the City of Neosho, Missouri's (the "City") Request for Qualifications for Underwriting Services. Stifel has been the #1 underwriter of negotiated bond financings in the country since 2014, based on number of transactions. In Missouri, Stifel has been the #1 underwriter of negotiated bond issues since 2010, based on par amount underwritten. Our team is ready to put our vast knowledge and experience to work for the City as its Underwriter.

Stifel is uniquely positioned to assist the City, due to three factors: 1) our in-depth knowledge of Missouri issuers, enabling us to communicate the City's story to potential retail and institutional investors; 2) the experience and qualifications of our Missouri specialists; and 3) our knowledge of the local market through our numerous retail offices located throughout Missouri. Stifel has over 2,400 financial consultants nationwide that are supported by 280 Fixed Income Sales and Trading personnel. Part of Stifel's unique strength comes from our combined syndicate and trading operations, ensuring that our entire Missouri syndicate/trading team is familiar not only with new issues, but with all secondary market activity at our firm.

The City will benefit from selecting Stifel as its underwriter, as Stifel is the only remaining full-service broker-dealer in Missouri which provides both full retail and full institutional distribution of bonds. By having access to both retail and institutional investors, we are able to increase the investor pool for any of the City's debt issuances, which contributes towards lowering the interest rates of the financing. Access to both groups of investors helps to ensure that the City can optimize the sale of every single maturity of its financings. This vast distribution network is a large reason why Stifel has been the top-ranked Senior Manager of negotiated bonds in Missouri by par amount over the past 12 years.

Additionally, the firm's headquarters is located in downtown St. Louis, and Stifel maintains twenty retail offices throughout the state. These Missouri retail offices are staffed with 125 financial consultants that collectively manage more than 129,000 client accounts holding assets under management in excess of \$21 billion. This directly benefits the City because we can access more of the City's potential retail investors through our strong Missouri retail distribution network. Stifel's Joplin retail office manages more than 2,400 accounts with assets under management of \$324 million. The City's constituents will be able to purchase bonds directly from our Joplin retail office, and we will prepare an advertisement to notify the public of the anticipated bond sale.

We are pleased to be given this opportunity and believe you will find the depth of our experience, our approach and the quality of our execution provide the right combination for Stifel to serve the City. Please do not hesitate to contact me at (314) 342-8467 if I can provide additional information.

Sincerely,



Martin J. Ghafoori
Managing Director
ghafoorim@stifel.com
(314) 342-8467

City of Neosho, Missouri
Request for Qualifications for Underwriting Services

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APPENDIX A: LIST OF MUNICIPAL CLIENTS WITHIN THE STATE OF MISSOURI

APPENDIX B: RESUMES FOR KEY STAFF

DISCLOSURE: As outlined in the SEC’s Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the “RFP”) by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

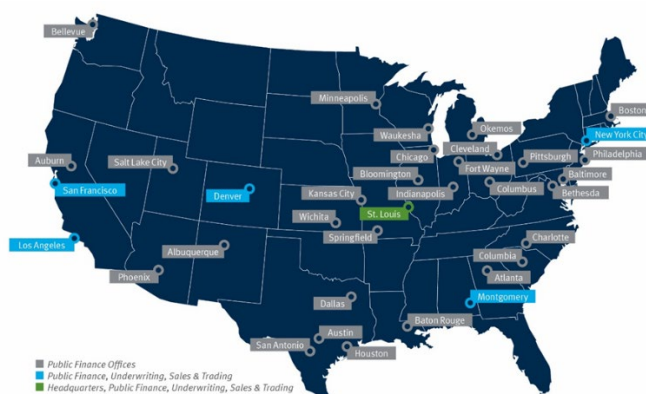
These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

FIRM DESCRIPTION AND BACKGROUND

Overview of Firm

Stifel is a wholly owned subsidiary of Stifel Financial Corp., headquartered in St. Louis, Missouri and is a publicly traded broker-dealer providing securities brokerage, investment banking, research, trading, investment advisory, and related financial services to individual investors, professional money managers, businesses, school districts and municipalities throughout the country. Stifel Financial Corp. shares were publicly listed in 1983 and trade on the NYSE under the ticker symbol "SF."

Stifel was founded in 1890 and has more than 8,000 employees globally with over \$4.7 billion in annual revenue. Stifel's growth has been a result of strategic acquisitions and organic expansion. Since 2005, the firm has increased the number of public finance bankers, client assets, and firm revenues over tenfold, and our retail sales professionals and branch offices have more than quadrupled.



Acquisitions			Key Statistics			
				2022	2005	Increase
2021 VINING SPARKS 2019 FIRST EMPIRE SECURITIES B&F CAPITAL MARKETS, INC. MOORELAND PARTNERS GMP Capital Inc. George K. Baum & Company MAINFIRST 2018 Ziegler RAND & ASSOCIATES THE BUSINESS BANK	2015 sterne agee BARCLAYS 2014 DE LA ROSA & CO. MERCHANT CAPITAL Oriel 2017 CITY SECURITIES 2016 ISM Capital EATON PARTNERS	2013 KEEFE, BRUYETTE & WOODS Knight ACACIA Ziegler 2012 MILLER BUCKFIRE 2011 STONE & YOUNGBERG	Total Capital	\$1.53 bil	\$194 mil	8.0x
			Annual Revenue	\$4.7 bil	\$270 mil	17.4x
			Global Employees	8,500	1,800	4.7x
			Global Fixed Income Traders	80+	10	8.0x
			Global Fixed Income Sales	200+	78	2.6x
			Client Assets	\$350.6 bil	\$26 bil	13.5x
			Retail Professionals	2,400+	644	3.7x
			Retail Offices	384	92	4.2x
			Public Finance Bankers	200	19	10.1x

¹ Excludes Stifel Bank and Trust and its other affiliates.

2022 numbers as of June 30, 2022.

Municipal Finance

Stifel's Municipal Securities Group has over 350 employees, including its Public Finance Department which serves clients across the nation through 39 offices and seven municipal bond underwriting desks. Stifel's Public Finance Department provides underwriting, private placement and financial advisory services to hundreds of municipal and non-profit clients on an annual basis including securities backed by a wide variety of revenue, security pledges and credit attributes. Stifel's Municipal Securities Group includes one of the largest distribution platforms in the municipal securities industry, and as the most active underwriter of negotiated municipal bonds in the nation, Stifel's calendar is one of the most important sources of new issue securities for investors of all types. Our banking staff have built deep expertise and experience beneficial to many issuers across the country as they seek to accomplish their financing needs. Stifel's national and Missouri rankings are included as tables on page 8.

Stifel National Lead Managed Negotiated Issue Rankings				
Year	Rank (Issues)	Rank (Par)	Issues	Par Amount
2022	1	6	729	\$16,344,500,000
2021	1	5	1,031	23,693,600,000
2020	1	8	929	18,246,900,000
2019	1	7	803	16,263,400,000
2018	1	9	536	10,197,800,000
2017	1	7	781	18,068,800,000
2016	1	7	801	16,924,300,000
2015	1	6	811	16,718,300,000
2014	1	8	587	11,402,800,000

Source: SDC (Full to Book Equal if Joint) negotiated transactions as of January 3, 2023.

Stifel's Public Finance department is a core line of business. Unlike many of our competitors who have downsized their Public Finance business or even closed it altogether, Stifel has expanded the scope of its Public Finance practice. Stifel has continued its commitment to municipal finance by adding new offices across the country. In September 2019, Stifel nearly doubled the size of its Public Finance Department with the acquisition of certain assets of George K. Baum & Company. Additionally, it was announced on September 29, 2021 that Stifel entered into a definitive agreement to acquire 100% of Vining Sparks and its affiliates. Vining Sparks provides institutional fixed income brokerage, balance sheet management and underwriting services to more than 4,000 institutional clients in all 50 states, with a core focus on depository institutions, but also serving municipalities, money managers, insurance companies, trust departments and pension funds. The addition of Vining Sparks to the Stifel family will further broaden Stifel's already extensive distribution platform. The transaction closed November 1, 2021. Stifel's Public Finance department now has 200 experienced investment bankers in our 39 offices across 23 states. **In 2022, for the ninth consecutive year, Stifel ranked #1 serving as senior or sole manager for negotiated municipal bond issues having completed 300+ more financings than the second place firm and annually pricing more than one in every ten negotiated issues in the nation on a Stifel desk (see table on page 8). Additionally, in 2021 Stifel was the first firm to sell more than 1,000 issues in a year.**

Capital Position

Stifel is a wholly owned subsidiary of Stifel Financial and an affiliate of the largest regional bank headquartered in St. Louis (Stifel Bank). Stifel Financial has a market capitalization of over \$6.2 billion and benefits from strong net capital and excess net capital positions, while maintaining leverage ratios that are far below our Wall Street competitors. Stifel maintained total capital of over \$1.51 billion and net capital of \$642 million as of the end of September

Capital Overview as of September 30, 2022			
	2020	2021	2022 Q3
Total Capital	\$1,362,282,094	\$1,561,859,466	\$1,516,296,747
Equity Capital	\$1,327,282,094	\$1,561,859,466	\$1,432,422,156
Net Capital	\$487,668,732	\$614,219,986	\$642,677,340
Excess Net Capital	\$463,252,373	\$584,777,752	\$614,335,733
Net Capital for Underwriting	\$426,627,836	\$540,614,401	\$571,823,322
Max. Underwriting Capacity	\$6,094,683,371	\$7,723,062,871	\$8,168,904,600
Commitment to Underwriting Unsold Bonds			
	2020	2021	2022 YTD
Total Par Amount	\$18.14BB	\$23.38BB	\$13.621 BB
Unsold Balances Underwritten	\$504MM	\$488MM	\$345 MM
Percentage Underwritten	2.78%	2.09%	2.53%

30, 2022. According to SEC Net Capital Rule 15c3-1, Stifel has the ability to underwrite over \$8.1 billion as sole manager. **At Stifel, our underwriters are free to allocate our net capital as needed and there are no predefined divisions of capital allocations.** This process is seamless and it allows our underwriters to take down large unsold balances without interrupting the pricing process. Regardless of the issuance size, Stifel has the excess capital necessary to underwrite any unsold balances. While capital position is important to evaluate financial capacity at a point in time, more significant is an underwriter's willingness to put capital to work in support of municipal clients. Stifel has routinely underwritten positions for our clients, even in challenging markets and for illiquid securities, to ensure we provide our clients with the most aggressive pricing possible.

Capital Commitment

Because we are the most active underwriter of negotiated municipal bonds, Stifel is constantly bringing new issues to market and has very frequent direct contact with investors. Having this market knowledge is paramount to confidently taking in unsold balances, because we know what appropriate interest rates are. For any given bond sale, our goal is to find the optimal market-clearing price, providing broad distribution of bonds amongst long-term holders at the lowest possible borrowing cost. In dynamic and volatile markets though, orderly underwritings are not always possible. Because of our expertise in the Missouri bond sector, Stifel's underwriters are confident in their pricing and are able to step up to underwrite unsold balances into inventory. Because we are confident with our pricing, we expect that the bonds can be sold shortly thereafter and can commit to lock-in prices as they are rather than making adjustments.

Since 2016, Stifel has committed capital to underwrite a total of more than \$4.6 billion of bonds to support our clients nationwide. The following table provides examples of Stifel's underwriting of unsold balances on some of Stifel's negotiated senior managed transactions for Missouri issuers in the last year.

Examples of Stifel Underwriting Missouri Issuers				
Sale Date	Issuer Name	Par	Unsold Balance	% Stocked
12/15/2022	Fordland R-III School District	\$2,130,000	\$110,000	5.16%
12/15/2022	School of the Osage	\$8,165,000	\$595,000	7.29%
10/5/2022	Land Clearance for Redevelopment Authority of the C	\$22,250,000	\$1,445,000	6.49%
8/23/2022	City of Park Hills	\$3,500,000	\$595,000	17.00%
8/8/2022	Ebenezer Fire Protection District	\$6,000,000	\$185,000	3.08%
5/19/2022	Wright City R-II School District	\$8,945,000	\$265,000	2.96%
4/5/2022	Board of Public Works of the City of Hannibal, MO	\$11,000,000	\$2,030,000	18.45%

Marketing Approach

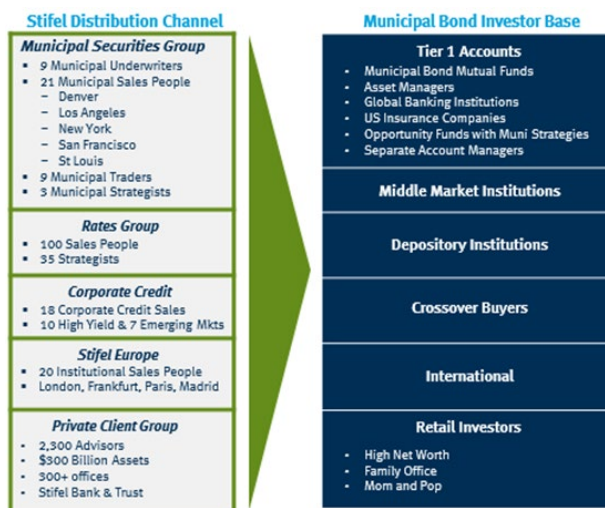
Distribution plays a key role in helping achieve the lowest cost of borrowing when it comes to an issuer's financing, and the City will benefit most from an underwriter that can blend both institutional and retail sales of any financing. Both buyers bring a unique value, but each investor sector will focus on and provide the most aggressive pricing and bond structure in different parts of the yield curve. Stifel is one of the premier investment banking firms that brings both comprehensive Missouri retail distribution and institutional sales coverage second to none across all investor types from large insurance to small regional banks. Stifel can accomplish best execution throughout the yield curve, providing the City with a low cost of funds for the entire transaction via access to our broad distribution network which essentially increases demand for the financing across all market segments. The ability of Stifel's retail and institutional distribution system to secure low interest rates will be optimized when a customized marketing plan for the City's financing is designed and implemented. Stifel begins a preliminary level of internal pre-marketing to prepare its sales force for a bond pricing. We make sure buyers are prepared for the issue. Roughly two weeks in advance of a targeted pricing date, Stifel's sales force begins additional marketing efforts in preparation for the forthcoming bond offering.

Stifel's marketing program and strategy is direct and very efficient. Stifel covers the full spectrum of investors, targeting:

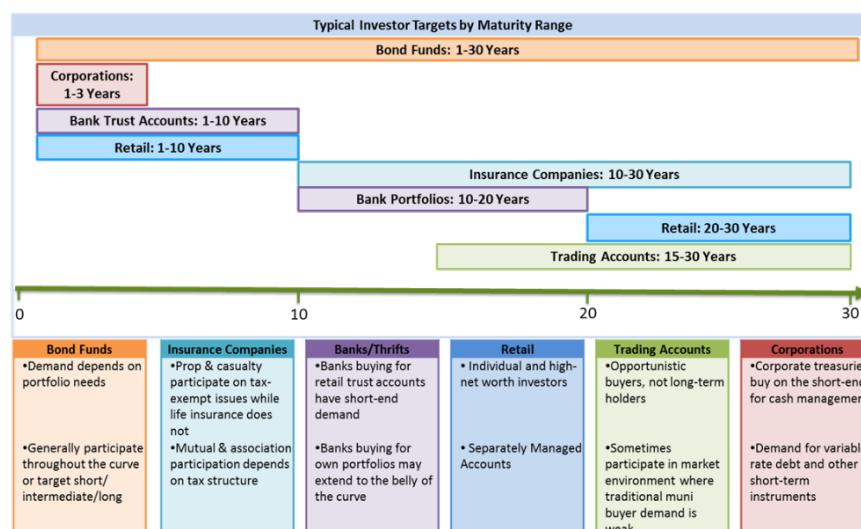
- **Local individual "retail" buyers who provide a real advantage to the City.** Selling bonds locally through Stifel's Missouri offices addresses the interest of the residents in and near the City's footprint who want to invest their resources in support of the community. By selling bonds to retail investors, the City may receive a lower borrowing cost. Retail buyers are often more concerned about receiving consistent annual income from an issuer which they have knowledge of and care about.
- **Institutional buyers are sophisticated and buy in large quantities.** Stifel has found that putting institutional buyers in competition with individual and local buyers makes them realize there is competition for a bond, so they are less aggressive and more flexible in their pricing.

Institutional Distribution Strategies

We have found it beneficial over the last few months to spend two full days with a premarketing scale available, rather than the shorter premarketing period that was the typical norm. We spend this additional time making direct account contact, including to some bank and credit union accounts that are covered by our "generalist" team. This generalist team is not comprised of institutional brokers but is rather a group of the account managers for financial institutions of all sizes, types and locations around the country. Through a combination of strong anchor orders from accounts and some of these smaller bank/credit union buyers who seldom enter the primary issue market, Stifel has arranged a book of business prior to releasing bonds into an official pricing period. This process, in combination with Stifel's strong existing distribution platform, allows us to identify who the most likely buyers of the City's bonds are before the day of sale. Once adequate order flow shows up, other accounts often follow, allowing for a repricing and a reduction in yields.



Generally, different types of investors will show interest in different parts of the yield curve, as shown below.



We rely on our robust retail and institutional salesforce to contact these potential buyers and provide us with feedback prior to pricing. Historically, bond mutual funds, wealth management firms, and mid-to-large-sized insurance companies based in the Midwest have been the main types of purchasers of Missouri bonds. These accounts, in addition to our Tier II and Tier III relationships, allow Stifel to reach the largest pool of interested investors. One of the reasons that Stifel has been so successful in the public finance arena is that Stifel maintains one of the strongest, most comprehensive distribution networks in the securities industry. We would ensure that this extensive distribution network is leveraged for a successful marketing of the City's financings. Stifel focuses on providing clients with access to a large number of potential investors in both the retail and institutional market segments, with the goal of generating strong order flow to allow for reduced interest rates to the benefit of the issuer. Stifel has the ability to provide the City access to one of the top distribution systems in the country and a major Missouri wealth management presence that can bolster retail sales. Stifel's broad distribution network and innovative investor outreach strategies underscore Stifel's comparative advantage for clients. In this manner, Stifel is well positioned to add value to any of the City's upcoming financings.

Retail Distribution Strategies

The City should not ignore the retail investor segment. Retail investors can be some of the most flexible investors with a uniquely local perspective and they will also evaluate a credit based upon their own local knowledge of the City rather than just based upon the numbers and statistics. Stifel's St. Louis offices will be a key resource to execute the sale of bonds to local investors and provide the City with that public relations benefit of local investment in the City. As interest rates continue to rise, retail investors will become more and more active in the municipal market and will play a larger role in transactions and influencing execution.

Stifel's approach is to allow retail investors to directly compete with institutions for bonds. **Whereas most firms allow institutional sales to dictate the pricing on a transaction, Stifel allows the direction to be set by retail investors**, whose participation in a transaction can act to lower interest rates even on maturities purchased by institutional investors. The City will be best served by selecting Stifel as its underwriter, because Stifel is one of the few remaining firms which sells bonds to the complete spectrum of potential purchasers, ensuring that the laws of supply and demand are put to work in your favor.

Nationwide, Stifel maintains a retail brokerage force of approximately 2,400 investment advisors who manage over 1.8 million client accounts with over \$332 billion in assets under management. This retail network is complemented by one of the largest *institutional* sales forces in the securities industry. **With over 280 fixed income institutional sales and trading professionals, Stifel covers virtually every major institutional bond purchaser (banks, insurance companies, mutual funds, etc.) throughout the country.** This is larger than almost every New York underwriting firm that focus solely on the top 50 institutional investors. We consistently bring new buyers to the market as smaller investors take more control of their investments under current market conditions. Additionally, on a daily basis, Stifel interacts with numerous Missouri money managers. No firm has access to more bond investors to maximize demand for the City's bonds than Stifel. **The higher the demand is for the City's bonds, the lower the interest rates that can be achieved.**

Missouri Presence and Marketing Coverage

- **Individual Retail Marketing — Leveraging Stifel's Local Presence.** In Missouri, Stifel employs 125 FINRA registered investment brokers located in 20 offices, managing over 129,000 accounts and approximately \$21.3 billion in assets and can assist in the distribution of the City's bonds locally, complementing our robust national institutional and retail channels. **Stifel has an office in Joplin which manages over 2,100 accounts and \$301 million in assets.**
- **A "Bonds 101" Open House.** In advance of the bond sale, Stifel could present a Bonds 101 presentation in one of the City's buildings where community members can come learn how to buy a bond, what purchasing a municipal bond means, etc.
- **Retail Priority.** As mentioned previously, if desired, local residents will have first "dibs" on the bonds. This encourages our salespeople to enter orders without worry that their investors will not receive their full allotments. We have used this approach on a number of recent issues including Ballpark Village, National Geospatial Intelligence Agency and Cortex Innovation District. **Retail participation was in excess of \$120 million and ranged from 15% to 93% of total orders on these transactions.**
- **City Website and Social Media Advertising.** Stifel will create ads that can be placed on the City's website, in local newspapers, and on our salespeople's social media profiles (Twitter and LinkedIn). The advertisements include the par amount and rating of the issue, as well as how to contact a Stifel broker to purchase the bonds (sample advertisement is shown to the right).



We Anticipate Pricing the Week of January 31, 2022, the Following **TAX-EXEMPT** Bonds:

CITY OF REPUBLIC, MISSOURI Special Obligation Bonds Series 2022

\$43,205,000*

- Interest on the bonds will be exempt from federal and Missouri income taxes.**
- These bonds have been rated A+ by S&P.
- This announcement is neither an offer to sell nor a solicitation of an offer to buy any of these securities. Any offer to sell will be made only pursuant to the final official statement.

For more information and a preliminary official statement, please call:

Ken Williams
Vice President/Investments
Branch Manager
(417) 799-7659

1935 East Battlefield Road, Suite C | Springfield, Missouri 65804

STIFEL

* Preliminary subject to change.
** For a complete discussion of tax matters, please see the preliminary official statement.
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MUNICIPAL CLIENTS IN MISSOURI

Municipal Clients in Missouri

Stifel has underwritten financings for more than 450 Missouri entities. Please see **Appendix A** for a list of Stifel's Municipal Clients within the State of Missouri.

CASE STUDIES FOR SIMILAR FINANCINGS

Recent Case Studies

City of Republic Missouri | Special Obligation Bonds, Series 2022

Stifel served as sole underwriter on the City of Republic, Missouri's \$45,445,000 Series 2022 Special Obligation Bonds in February 2022. Through the sale of the Bonds, the City was able to fund the renovation and expansion of the City's wastewater treatment plant in order to be compliant with the Missouri Department of Natural Resources and to remain compliant in the future given the City's exponential growth of commercial and residential development. Additionally, the City was able to construct a new public works building. The City affirmed its Issuer Credit Rating of "AA-" from S&P and its "A+" rating on the Special Obligation Bonds. The Bonds were structured as serial bonds 2023 – 2041 with 4% coupons and a discount term bond in 2047 with a 3% coupon. The Bonds were priced with an 8-year call to provide the City additional flexibility in the future. Stifel received strong interest from a wide cross-section of buyers during the order period resulting in over \$121 million in orders from 21 unique investor accounts. This over-subscription allowed the City to lower interest rates from 3 to 8 basis points across every maturity. The City was ultimately able to achieve a true interest cost of 2.968%.

Board of Public Works of the City of Hannibal, Missouri | Certificates of Participation, Series 2022

Stifel served as sole underwriter on the Board of Public Works of the City of Hannibal, Missouri's Series \$11,000,000 Series 2022 Certificates of Participation. The 2022 Certificates were issued to fund improvements to the electric system, including tie lines and improvements to three existing substations. Stifel's broad distribution system allowed the Board to structure the

2022 Certificates without a reserve fund, even though the rating on the 2022 Certificates was “A-“. The 2022 Certificates had \$995,000 of retail orders that were enabled by the mix of premium and discount couponing to bring in a variety of investors. ***Stifel’s committed capital to underwriter \$2,030,000 of unsold Series 2022 Certificates at the end of the order period or 18.45% of the transaction.*** Stifel’s capital commitment was at a time of rising interest rates where many firms were trying to remain light on balances. On the day of pricing, benchmark interest rates increased between 3 and 4 basis points in maturities 2029 and thereafter. The following day, benchmark interest rates were increased by 12 basis points in all maturities. Despite these market conditions, Stifel committed capital to support the Board’s financing and assume all of the Board’s interest rate risk on the unsold portion.

City of Bridgeton, Missouri | Special Obligation Refunding Bonds, Series 2021A & Taxable Special Obligation Bonds, Series 2021B

On May 5, 2021, Stifel served as sole managing underwriter on the City of Bridgeton, Missouri’s \$13,585,000 Series 2021A Special Obligation Refunding Bonds (the “2021A Bonds”) and \$13,610,000 Series 2021B Taxable Special Obligation Bonds (the “2021B Bonds”, and together with the 2021A Bonds, the “Bonds”). The Bonds were rated “A” by Standard & Poor’s, one notch higher than the City’s prior certificate rating by Moody’s. The 2021A Bonds were issued to refund all of the City’s outstanding Series 2012 COPs, Series 2013 COPs and Series 2014 COPs. The 2021B Bonds were issued to fund the City’s current estimated net pension liability. The Bonds were special obligations of the City and are backed by an annual appropriation that the City intends to pay from the City’s four existing sales taxes (general, local option, parks and stormwater and capital improvements). Amortization on the 2021A Bonds was structured to maximize upfront savings in fiscal year 2021 with strategic, level savings thereafter. Amortization on the 2021B Bonds was structured with level debt service through 2044, five years earlier than the City’s projected pension contributions. The City was able to experience cash flow savings of over \$2 million resulting in net present value savings of \$1.86 million or approximately 12.5% on the refunded COPs. Proceeds of the 2021B Bonds brought the City’s pension fund to 100% funded. Average annual debt service on the 2021B Bonds is approximately \$827,000. Compared to the City’s previous expected pension contributions in excess of \$1.2 million per year, which then escalated to more than 2x this figure, which provided the City expected cash flow savings of approximately \$24.3 million. The Bonds received strong demand from a robust cross section of buyers resulting in nearly \$51 million in total orders which allowed the City to lower interest rates by up to 8 basis points between pre-pricing and final pricing.

Jefferson County Water Authority | Tax-Exempt Water Facilities Revenue Bonds, Series 2021A & Taxable Water Facilities Revenue Bonds, Series 2021B

Stifel served as sole manager on the Jefferson County Water Authority’s 2021A and 2021B Water Facilities Revenue Bonds. Jefferson County Water Authority (JCWA) is a nonprofit corporation that provides potable water to the cities of Festus and Herculaneum and the bonds were issued through the State Environmental Improvement and Energy Resources Authority (EIARA). JCWA owns and operates drinking water treatment facilities, which include a 3-million-gallon-per-day water treatment plant, a 400,000-gallon clearwell and transmission lines. The cities supply water to a combined 6,981 customers comprised of residential, commercial, and light industrial users. Proceeds of the project were used to construct a second horizontal collector well and related improvements in order to meet the water demands of the cities. A portion of the proceeds will be used to prepay certain outstanding obligations of JCWA for interest savings. The bonds were rated “A” by S&P and are limited obligations secured by revenues of JCWA, primarily generated from Water Purchase Contracts. The 2021A Bonds were structured as serials 2022-2030 and terms in 2032, 2034, 2037 and 2041. The 2021B Bond was a single maturity in 2024 and was issued for costs of issuance over 2%. The bonds have coverage above the 1.1x rate covenant through 2023 before increasing above 2.5x in 2024 after the retirement of JCWA’s outstanding obligations. JCWA received over \$43 million of orders for the bonds. Strong demand allowed JCWA to lower interest rates by 3 basis points (0.03%) in the 2022 and 2023 maturities and 2-4 basis points (0.02%-0.04%) in the 2032-2041 maturities. JCWA received orders from a robust mix of investors including money managers, bond funds, investment advisors, banks, trust departments and retail.

EXPERIENCE, EXPERTISE AND CERTIFICATIONS

Key Staff and Licenses/Certifications

Martin Ghafoori will be the primary contact to the City, working closely with a team of professionals to assist in structuring, credit analysis, financial analysis, market timing, pre-marketing, pricing and any other needs of the City as needed. **Appendix B includes detailed resumes of the proposed front-line team which outlines the licenses of each team member.** The City's primary financing team are all located in Stifel's headquarters in downtown St. Louis. Stifel's St. Louis team is in constant communication with the other members of our Missouri and National Public Finance team and such depth of knowledge and experience will benefit the City. Additional staffing that includes sales, marketing and brokerage professionals will be involved behind the scenes to provide additional support and insight for the City in order to ensure the success of any financing for the City. The Stifel Financing Team is outlined in the table below.

Stifel Financing Team Staffing Overview			
Name and Title	Location	Engagement Role	Years of Experience
Primary Contacts			
Martin Ghafoori , Managing Director	St. Louis	Lead Banker	18
Specializes in municipal finance with Missouri Cities, Fire Districts, Special Districts and School Districts with a particular emphasis on special obligation bonds, certificates of participation, essential purpose revenue bonds and general obligation bonds as well as numerous utility transactions. He has assisted his clients in all municipal financing needs, including debt modeling, borrowing capacity analysis, debt refunding and restructuring and credit analysis.			
Quantitative, Credit Expertise and Banking Support			
Becky Esrock , Vice President	St. Louis	Transaction Support	10
Assists bankers within Stifel's Public Finance group on deal support and the research, marketing and analysis for the structure of municipal bond issues, with a focus on Missouri.			
Nicholas von Raab , Vice President	St. Louis	Quantitative Expertise	6
Significant experience in structuring and investment of bond proceeds, including debt service reserve funds, refunding escrows, and escrow restructurings.			
Colin Hilpert , Associate	St. Louis	Transaction Support	2
Assists bankers within Stifel's Public Finance group on deal support and the research, marketing and analysis for the structure of municipal bond issues, with a focus on the mid-central region.			
Underwriting and Research			
Mark Shamleffer , Managing Director	St. Louis	Underwriter	32
Responsible for pricing and syndication of all municipal underwriting activity in Missouri and other parts of the Midwest.			
Trisha Duncan , Vice President	St. Louis	Underwriter	17
Assists with the pricing and syndication of underwriting activity in the Midwest, East Coast and Rocky Mountain Regions.			
Betsy Kiehn , Managing Director	San Francisco	Institutional Sales	15
Leads the firm's municipal institutional sales, helping introduce new buyers to issuers.			
Ed Poth , Director	St. Louis	Retail Sales	37
Leads Stifel's national municipal retail sales, ensuring Stifel's retail brokers are informed in a timely and aggressive manner.			

Expertise

The financing team listed above has completed hundreds of financings of all types and our team will provide structuring advice that is based on the collaborative discussions that we have with City staff. We will begin by holding either an in-person meeting or a Zoom meeting to discuss the City's objectives for the proposed project(s) and timing constraints to be considered. We will work with bond counsel and the City to ensure that we structure the debt service repayment around the appropriate revenue stream(s) that are available to be used for the repayment of the debt and will provide alternate structures for consideration. Our team tends to think outside of the box and has already discussed some unique structuring considerations for the City and we are looking forward to the opportunity to provide that information to the entire working group. Stifel's goal is to provide a financing for the City with the lowest cost of funds that will accomplish its objectives.

Experience

Stifel has established itself as one of the premier underwriters of municipal bonds in the country. In 2022, Stifel was the #1 underwriter of municipal bonds in the country by negotiated transaction volume for the 9th consecutive year having underwritten over 700 issues, more than 300+ more financings than the second place firm. Additionally, Stifel was the #1 underwriter of municipal bonds by negotiated transaction volume in Missouri in 2022.

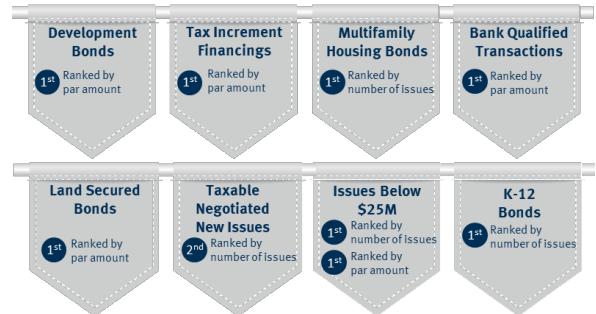
2022 National Lead Managed Financings				
Rank	Firm	# of Issues	Mkt. Share	Par Amount (US\$ mil)
1	STIFEL	729	15.3%	\$16,344.5
2	Piper Sandler	391	8.2	11,930.2
3	RBC	348	7.3	22,952.4
4	Raymond James	324	6.8	11,213.6
5	D A Davidson	296	6.2	3,610.7
6	Baird	218	4.6	4,715.4
7	BAML	203	4.3	29,429.2
8	J P Morgan	160	3.4	28,383.0
9	Wells Fargo	137	2.9	15,175.7
10	Morgan Stanley	133	2.8	20,416.1

Source: SDC (Full to Book Equal if Joint) negotiated transactions ranked by number of issues. As of January 3, 2023.

2022 Missouri Lead Managed Financings				
Rank	Firm	Par Amount (US\$ mil)	Mkt. Share	# of Issues
1	STIFEL	\$1,581.8	54.4%	79
2	LJ Hart	304.0	10.5	89
3	BAML	241.5	8.3	2
4*	RBC	156.0	5.4	1
4*	Citi	156.0	5.4	1
6	D A Davidson	124.9	4.3	6
7	Raymond James	91.6	3.2	3
8	Morgan Stanley	72.6	2.5	1
9	Piper Sandler	65.4	2.3	4
10	Goldman Sachs	43.7	1.5	1

Source: SDC (Full to Book Equal if Joint) negotiated Missouri transactions ranked by par amount. As of January 3, 2023.

In addition to being the #1 underwriter of all negotiated transactions across the country, Stifel has developed an expertise in numerous sectors and financing types. Our bankers utilize this substantial knowledge base to ensure that we are always providing our clients with maximum capability and understanding when it comes to their situation and needs. The banners to the right outline a few categories that Stifel counts itself as one of the best underwriters in the business.



ACCESSIBILITY

Our team at Stifel prides ourselves on our accessibility and availability for our clients and vows to be available for working meetings, board meetings or financing discussions with appropriate notice. No task is too big or too small and we consistently work to respond to any needs of our clients in a timely manner.

Appendix A

LIST OF MUNICIPAL CLIENTS WITHIN THE STATE OF MISSOURI

Missouri Municipal Clients

Beverly Hills, City of
 Cape Girardeau County, Industrial Development Authority
 Missouri Development Finance Board
 St. Louis Public Schools
 St. Charles, County of
 Berkeley, City of
 Riverside Industrial Development Authority
 Kansas City, MO Industrial Development Authority
 Maplewood, City of
 St. Louis, Land Clearance for Redevelopment Authority of the City of
 Centralia School District
 St. Charles Public Water Supply District #2
 Mercy Health System
 Pike County
 I-470 Western Gateway Transportation Development District
 New Sunny Mount Missionary Baptist Church, Incorporated
 Platte County IDA
 Kansas City Area Transportation Authority
 Purdy R-II School District
 Jackson County
 Florissant, City of
 Bowling Green R-I School District
 Raytown FPD
 Wentzville R-IV School District
 Black Jack Fire Protection District
 Republic, City of
 Central County Fire and Rescue
 Normandy Schools Collaborative
 Hazelwood School District
 Metro West Fire Protection Dt
 Ferguson-Florissant School District
 West Overland EMS & Fire Protection District

North County Fire & Rescue
 New Melle Fire Protection District
 Salem R-80 School District
 Maplewood Municipal Library
 North Jefferson County Ambulance District
 Big River Ambulance District
 Metro North Fire Prot Dt
 Spanish Lake Fire Protection District
 Lonedell R-XIV School District
 Meramec Valley R-III School District
 Augusta Fire Protection District
 Billings Fire Protection District
 Warrenton Fire Protection District
 Community Fire Protection District
 Jefferson City Public Schools
 Affton School District #101
 Center School District No. 58
 Pattonville Fire Protection District
 Fort Zumwalt School District
 Cape Girardeau School District #63
 Hillsboro R-III School District
 Francis Howell R-III School District
 Ozark Fire Protection District
 Scott County Rural Fire Protection District
 Dellwood, City of
 St. Charles, City of
 Christian County Library District
 Bolivar R-1 School District
 Adrian R-III School District
 Lebanon R-III School District
 Lawrence County
 North Kansas City, City of

Missouri Municipal Clients

Cass County Public Library	Strafford, City of
Lees Summit R-7 School District	Moline Acres City
Pattonville School District R-III	Mid-Continent Library District
School District of University City	Missouri-Illinois Metropolitan District, Bi-State Development Agency of the
Jennings School District	Liberty No. 53 School District
Florissant Valley Fire Protection District	Excelsior Springs School District
The Community College District of St. Louis	Raytown C-2 School District
Ritenour School District	Sparta R-III School District
Northeast Ambulance and Fire Protection District	Sherwood Cass R-VIII School District
Monarch Fire Protection District	City of Springfield
Mineral Area Junior College District	Southern Platte County Fire Protection District
Eureka, City of	Blue Springs R-IV School District
Valley Park School District	Marshfield R-I School District
University City, City of	Smithville R-II School District
Northwest R-1 School District	Rolling Hills Consolidated LD
Gerald, City of	Camdenton R-III School District
Robertson Fire Protection Dt	Willard R-II School District
St. Louis, Industrial Dev Auth of the City of	Independence School District
Maplewood-Richmond Heights School District	Clinton School District
Rolla School District	Poplar Bluff R-I School District
Hickman Mills C-1 School District	Kirksville R-III School District
Northwoods, City of	Branson R-IV School District
Brentwood School District	Gasconade County R-II School District
Jefferson College	Steelville R-III School District
Chillicothe R-II School District	Polo R-VII School District
Old Monroe Fire Protection District	Reeds Spring R-IV School District
Fair Grove Fire Protection District	Reorganized School District R-II of Cape Girardeau County (Jackson)
Crystal City, City of	Nixa Public Schools
Willard Fire Protection District	Festus R-VI School District
Health and Educational Facilities Authority of the State of Missouri	Springfield R-XII School District
Southern Boone County R-I School District	Neosho School District
Raymore-Peculiar R-II School District	Wright City R-II School District

Missouri Municipal Clients

Jefferson, City of	Nevada, City of
Bourbon Fire Protection District	Country Club Plaza TDD
Joplin Schools	Buchanan County
Marshfield, City of	Park Hills, City of
Greene County Reorganized School District No.3 - Republic	Ebenezer Fire Protection District
Leeton R-X School District	Lincoln County Ambulance District
Diamond R-IV School District	Nixa Fire Prot Dt
Strain-Japan R-XVI School District	St Louis County
Blue Eye R-V School District	Buchanan County Industrial Development Authority
Belton SD #124	Kearney R-I School District
Springfield-Greene County Library District	Belton, City of
Lawson, City of	Fulton Public School District No. 58
Knob Noster R-VIII School District	Fort Osage R-I School District
St. Louis County Industrial Development Authority	Chadwick R-I School District
Maryland Heights Fire Protection District	Kirkwood R-7 School District
Howard Bend Levee District	Orchard Farm R-V
Carthage R-IX School District	Humansville R-IV School District
Missouri Housing Development Commission	Strafford Fire Protection District
Hallsville R-IV School District	Marthasville, City of
Poplar Bluff Regional TDD	Metropolitan St. Louis Sewer District
Barry County	Pleasant Hope R-VI School District
Fordland R-III School District	Jackson Cnty MO Cons Sch Dist No 004
School of the Osage	Logan-Rogersville R-VIII School District
Hollister R-V School District	Ozark R-VI School District
Webster Groves School District	Valley Park, City of
Mid-County Fire Protection District	Webb City R-VII School District
Blue Springs, City of	Eureka Fire Protection Dt
Riverview Gardens School District	Warrensburg, City of
Duckett Creek Sewer District	Greene County
Creve Coeur	Kansas City, City of
Festus, City of	Brentwood, City of
Columbia Sch Dist	Board of Public Works of the City of Hannibal, Missouri Lessee

Missouri Municipal Clients

North Kansas City SD #74	Industrial Development Authority of the City of Kansas City, MO
Cottleville Fire Protection District	Washington University
Washington School District	Dardenne Prairie, City of
Ash Grove Fire Protection District	Raymore, City of
Grandview	Platte County R-III School District Building Corporation
Ozark, City of	St Charles, City of
Fenton Fire Protection District	Archie R-V School District
Fair Grove R-X School District	Sikeston, City of
St. Joseph, City of	St Joseph Sch Dist
Lathrop R-II School District	Moberly School District
University City Library District	Platte County R-III School District
Clayton City	St. Charles City School District
Columbia Mall TDD	Ralls County R-II School District (Center)
Boone County Fire Protection Dist	Environmental Improvement and Energy Resources Authority
Warrenton, City of	Community Memorial Hospital District
Butler R-V School District	Aurora R-VIII School District
Sikeston R-VI SD	Plattsburg, City of
Special School District	Rock Creek Public Sewer District
Great Rivers Greenway District	Plaza at Noah's Ark CID
Grandview, City of	Jennings, City of
Liberty, City of	Waynesville, City of
Lindbergh Schools	Bridgeton, City of
St. Louis Cnty MO Rockwood Sch Dist No R-6	St. Louis County Port Authority
Missouri St Hwys & Transn Commn	Fox C-6 School District
Central Jackson County Fire Protection District	State Fair Community College
Industrial Development Authority of Washington, Missouri	Howard Co Regional Wtr Comm
Lake St. Louis Fire Prot Dt	St. Charles Community College
Olivette, City of	Ozarks Technical Community College
Citizens Memorial Hospital District	Benton Co R-IX School District
Clay County	Maryville, City of
Jefferson County PWSO No 6	Joplin, the Industrial Development Authority of the City
Missouri Bd Pub Bldgs	Noland Road CID

Missouri Municipal Clients

Greendale, City of	Poplar Bluff, City of
Park Hill School District	Kinloch Fire Protection District
Springfield MO Pub Utils Brd	Harrisonville, City of
South Holt County R-I School District	Crawford County R-I School District
Lake St. Louis, City of	Bellerive Acres, City of
North Outer Forty Transportation Development District	Hawk Point Fire Protection District
St. Charles County Ambulance District	Clayton School District
New Madrid County Ambulance District	Hickory County R-I (Skyline)
Platte City IDA	Hannibal, City of
Troy, City of	Centralia, City of
Southern Hills Community Improvement District	Creve Coeur Fire Prot Dt
Seneca R-VII School District	Bayless Cons SD
De Soto Public Library	Nell Holcomb R-IV School District
Hanley Rd Corridor Transpo Dev Dt	Town & Country Crossing Transportation Development District
West Plains, City of	St. Louis Public Library
M150 and 135th Street Transportation Development District	Forsyth R-III School District
Franklin County, Missouri Public Water Supply District #3	Peculiar, City of
Grain Valley, City of	Kirksville COPS
Grain Valley, Industrial Development Authority	St. Louis, City of
O Fallon MO	North Central Missouri Regional Water Commission
Gladstone, City of	Osage County R-II School Dist
O'Fallon Fire Protection District	Bridgeton, City of, Industrial Development Authority
Lawson R-XIV School District	Webster Groves Municipal Library District
Frontenac, City of	Jefferson
Northeast Public Sewer District	Parkville, The Industrial Development Authority of the City of
Sikeston R-6 School District	Manchester Highlands Transportation Development District
Parkway C-2 School District	West Co EMS & Fire Protection Dt
St. Charles County	St. Charles County Industrial Development Authority
Ballard R-II School District	Webster Groves, City of
Columbia, City of	Arnold Retail Corr Transp Dev Dt
Kearney, City of	Stone Ridge Transportation Development District
Kansas City MO Met Jr College Dist	Cape Girardeau, City of

Missouri Municipal Clients

Columbia	Little Blue Vly Swr Dt
South Metro Fire Prot Dt	Manchester
Maryland Heights	St. Peters, City of
Mexico, City of	Franklin County
St. John, City of	Raytown, City of
Lamar R-I School District	Industrial Development Authority of Jefferson City, Missouri
Newburg R-II School District	Marthasville Fire Protection District
Parkville, City of	Jefferson County, MO
Sedalia, City of	Jackson County Cons SD #4 (Grandview C-4)
St Peters, City of	Conley Road Transportation Development District
Arnold, City of	O'Fallon
Rock Comm Fire Prot Dt	Rolla Industrial Development Authority
Grandview, Industrial Development Authority of the City	Industrial Development Authority of St. Charles County
Washington, City of	Move Rolla Transportation Development District
Saline County	Central Co Fire & Rescue
Smithville, City of	St. Anthony's Medical Center
Valley Park Fire District	Kirkwood Municipal Library Dt
Chesterfield Valley TDD	Scenic Regional Library District
Cape Girardeau, County of	Riverside-Quindaro Bend Levee District
Country Club, Village of	Wentzville Fire Protection District
Ladue School District	Vinita Park, City of
Northpark Lane Community Improvement District	North Central Regional Water Commission
Richmond Heights, City of	St. Charles Neighborhood Imp Dt
Maryland Heights, the Industrial Development Authority of the City of	Glendale, City of
Manchester, City of	Hanley/Eager Road Transportation Development District
Kearney Fire & Rescue Prot Dt	Shrewsbury, City of
St Peters	Lincoln County Public Water Supply District #1
Kansas City Land Clearance for Redevelopment Authority	SE Missouri St Univ
Maries County R-II	Hermann, City of
St. Ann, City of	Boone County
St. Louis, Special Administrative Board of the Transitional School District of the City of	St. Louis County
Lee's Summit	Livingston County Library District

Missouri Municipal Clients

Columbia Housing Authority
 Blue Springs
 Christian County
 Crossings Community Improvement District
 Bellefontaine Neighbors, City of
 Herculaneum, City of
 St. Louis Municipal Finance Corp
 Industrial Development Authority of the City of Branson, MO
 Rock Hill, City of
 Sullivan School District
 Warren Co R-III SD
 Missouri State University
 Lambert Airport
 Dunklin School District #R-V
 Cape Girardeau Municipal Library District
 Brentwood Pointe Transport Dev Dt
 Kirkwood City
 St Louis County, Special Ob Notes
 Excelsior Springs, City of
 Chesterfield, City of
 Bayless School District
 East Central Missouri Water and Sewer Authority
 Cole County
 The 71/291 Partners in Progress Transportation Development District
 Jefferson County Library District
 Hannibal, City of (MO)
 Missouri, Curators of the University
 Moline Acres, City of
 St Louis County Community Fire Protection District
 Jefferson County Public Water 2
 Fenton City
 The Bi-State Development Agency

Gravois Fire Protection District
 Industrial Development Authority of the City of Rock Hill
 Camden County Water District #4
 4260 Forest Park LLC
 Lindbergh School District
 Hazelwood, City of
 Woodson Terrace, City of
 Wentzville, City of
 Sugar Creek, City of
 Springfield [D]
 Willard, City of
 St. Louis, County of
 Black Jack, City of (MO)
 Lake Ozark, City of
 Missouri, East Central, The Junior College of
 No Central Missouri Reg Wtr Comm
 North Kansas City Levee Dt
 Pacific
 Lees Summit City
 Kansas City Tax Incr Fin Comm
 Lebanon
 Consolidated North County Levee Dt
 Monarch-Chesterfield Levee Dt
 Kansas City School District Building Corp
 Jefferson Co Pub Wtr Sup Dt #1
 Manchester-Ballas Comm Imp Dt
 Sunset Hills City
 Mehlville School District #R-IX
 University Place Transport Dev Dt
 Cape Girardeau Public Facs Auth
 Ballwin City
 Lakeside 370 Levee District

Missouri Municipal Clients

St Louis County, Spl Obs	Lockport School District
St. Louis County Library	Polk Co Industrial Dev Auth
Truman State University	Hanley Station Transport Dev Dt
Franklin County, IDA of	I-470 & 350 Transportation Dev Dt
Ferguson, City of	St. Charles R-V School District
Ste. Genevieve R-II School District	Arnold Public Facs Corp
Chillicothe, City of	Osage Beach, City of
Fulton City	Lee's Summit Industrial Development Authority
Velda City, City of	Rock Hill Public Library District
Jefferson County, The Industrial Development Auth of	

Appendix B
RESUMES FOR KEY STAFF

Stifel Financing Team

Martin Ghafoori will be working closely with a team of professionals to assist in structuring, credit analysis, financial analysis, market timing, pre-marketing, pricing and syndication. The City's primary financing team are all located in Stifel's headquarters in downtown St. Louis. Stifel's St. Louis team is in constant communication with the other members of our Missouri and National Public Finance team and such depth of knowledge and experience will benefit the City. This team will be complimented by additional staffing that includes sales, marketing and brokerage professionals who will be involved behind the scenes to provide additional support and insight for the City in order to ensure the success of the City's future financings. The Stifel Financing Team is outlined below.



Martin Ghafoori
Managing Director

501 N. Broadway
St. Louis, MO
(314) 342-8467
ghafoorim@stifel.com

Mr. Ghafoori joined Stifel's Public Finance Department in 2008 after spending three years in Public Finance at another St. Louis investment banking firm and now has nearly two decades in Public Finance. Mr. Ghafoori's investment banking work is primarily focused on cities, counties, fire districts, community colleges, school districts and development financings. Over his career, Mr. Ghafoori has helped to structure and complete hundreds of financings for various municipalities. Mr. Ghafoori is a Certified Municipal Official after completing classes through MML's Municipal Governance Institute. He also serves as a committee member for MML's Finance & Taxation Policy Committee. Mr. Ghafoori graduated from St. Louis University's John Cook School of Business with a B.S.B.A. in Finance and he received a Master's degree in Finance from Lindenwood University. **Mr. Ghafoori maintains Series 7, 66 and 50 registrations.**



Becky Esrock
Vice President

501 N. Broadway
St. Louis, MO
(314) 342-2923
esrockb@stifel.com

Ms. Esrock joined the Public Finance group at Stifel in January of 2014, following two years of interning in the department. She currently assists the Public Finance group in the research, marketing and analysis for the structure of municipal bond issues. Ms. Esrock has experience working with various Missouri issuers including cities, counties, fire districts, school districts and development financings. Ms. Esrock received a Bachelor of Science degree in Economics and International Relations from Lake Forest College in 2013. **Ms. Esrock maintains Series 52, 63 and 50 registrations.**



Colin Hilpert
Associate

501 N. Broadway
St. Louis, MO
(314) 342-8439
hilperct@stifel.com

Mr. Hilpert joined Stifel in 2020. He assists the Firm's banking teams in creating issuer profiles, transaction execution, marketing and analysis for municipal bond issues. Mr. Hilpert's experience in municipal finance is primarily focused on cities, counties, school districts, special districts and fire protection districts. Mr. Hilpert graduated from Southern Illinois University Edwardsville in 2020 with a Bachelor of Science degree in Business Economics and Finance. **Mr. Hilpert maintains Series 52, 63 and 50 registrations.**



Nick von Raab
Vice President

501 N. Broadway
St. Louis, MO
(314) 342-4525
vonraabn@stifel.com

Mr. von Raab joined the Public Finance group at Stifel in January of 2016. He currently assists the Public Finance group in the structuring of advanced transactions across the country, with a particular focus on the Midwest. Mr. von Raab has structured hundreds of transactions, including advance refundings, forward refundings, fixed rate transactions and variable rate transactions. Mr. von Raab received a Bachelor of Arts degree in Economics from the University of Virginia in 2013. **Mr. von Raab maintains Series 50, 52, and 63 registrations.**



Mark Shamleffer
Managing Director

501 N. Broadway
St. Louis, MO
(314) 342-2740
shamlefferm@stifel.com

Mr. Shamleffer would be responsible for the underwriting any of the City's financings, including advising on pre-pricing and pricing views and also will coordinate all marketing efforts. Mr. Shamleffer joined Stifel in July 2008 from A.G. Edwards and has underwritten more than \$20 billion of bonds throughout the nation over the past fifteen-plus years, and specializes in competitive and negotiated underwriting in the Midwest. Mr. Shamleffer graduated from the University of Missouri-Columbia with a B.S.B.A. in Finance. **Mr. Shamleffer maintains Series 7 and Series 54 registrations and also holds the CFA (Chartered Financial Analyst) Designation since 1993.**



Trisha Duncan
Vice President

501 N. Broadway
St. Louis, MO
(314) 342-2740
duncant@stifel.com

Ms. Duncan is a Vice President on Stifel's St. Louis municipal syndicate desk and assists with underwritings in the Midwest, East Coast and Rocky Mountain Regions. She received a Bachelor of Science in Finance from Oklahoma State University and joined Stifel in 2005 on the secondary municipal trading desk. Ms. Duncan will advise on pre-pricing and pricing views and will assist in coordinating all marketing efforts. **Ms. Duncan maintains Series 7 and 63 registrations.**

Senior Management and Resource Commitment

Peter Czajkowski, Head of Stifel's Municipal Securities Group, will provide senior oversight for all aspects of work for the transaction and ensure full commitment of the firm's resources.

Betsy Kiehn, Head of Municipal Capital Markets, in addition to Mr. Shamleffer and Ms. Duncan, will provide market feedback to ensure that our negotiations with potential purchasers and/or investors are aggressive and market-based to generate the best execution for the City.

REQUESTED COUNCIL MEETING DATE: February 21, 2023**ITEM:** Amendment to Electric Service Agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:**

1. 991970 service agreement
 2. SA22 Neosho 992194
 3. SA22 Neosho 992200
 4. SA22 Neosho WO989272
-

PURPOSE:

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

BACKGROUND:

This amendment is for the replacement of three non-working lights and being replaced with new LED lights and the installation of a new street light and pole at a crosswalk near the fish hatchery. A resident has identified this area to be very dark and dangerous. These amendments will come with an increase in usage and facility charges per month.

-

1. 989 Hwy 86	WO #991970	monthly increase	\$16.15
2. 771 Wood St	WO #992194	monthly increase	\$0.76
3. Oak Cliff & Pineville	WO #992200	monthly increase	\$0.76
4. 1119 Wornall St.	WO #989272	monthly increase	\$0.34

RECOMMENDATION:

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

The Empire District Electric Company

Work Order # **991970**

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **3rd** day of **February, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	989 Hwy 86	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 1,330.21	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$0.00	\$ 1,330.21	\$ -
A Annual Energy Charge for this Request (Install minus Remove)				\$74.03			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 1,330.21	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$1,330.21
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$119.72
E	Annual Energy Charge for this Request (Total Line A)	\$74.03
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$193.75
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$16.15

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____
 _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	470	6,000L - 70W	10	12,000L - 175W	9	7,500 - 9,500L - 150W	124
11,000L - 250W	13	16,000L - 150W	208	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 991970	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$1,330.21	\$56,146.24
	ACCUMULATIVE INVESTMENT CHARGE
	\$623,847.08

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (VICE PRESIDENT)

The Empire District Electric Company

Work Order # **992194**

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **February, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	771 N Wood St Morse Park	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	771 N Wood St Morse Park	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	469	6,000L - 70W	10	12,000L - 175W	9	7,500 - 9,500L - 150W	125
11,000L - 250W	13	16,000L - 150W	208	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 992194

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$56,172.91

\$624,143.46

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

Work Order # **992200**

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **10th** day of **February, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Oak Cliff and Pineville Rd	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Oak Cliff and Pineville Rd	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

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

C Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E Annual Energy Charge for this Request (Total Line A)	-\$17.59
F Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	468	6,000L - 70W	10	12,000L - 175W	9	7,500 - 9,500L - 150W	126
11,000L - 250W	13	16,000L - 150W	208	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 992200

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$56,199.59

\$624,439.84

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

Work Order # **989272****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **12th** day of **January, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1119 Wornall St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	1119 Wornall St	6,000L 70W HPS Open Bottom	1		\$85.85		\$ 174.37
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$85.85	\$ 350.76	\$ 174.37
A Annual Energy Charge for this Request (Install minus Remove)				-\$11.82			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 176.39	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$176.39
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$15.88
E	Annual Energy Charge for this Request (Total Line A)	-\$11.82
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$4.06
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.34

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

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

Clerk of Neosho

Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	470	6,000L - 70W	10	12,000L - 175W	9	7,500 - 9,500L - 150W	123
11,000L - 250W	13	16,000L - 150W	208	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 989272

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$176.39

\$56,026.52

\$622,516.87

The Empire District Electric CompanyCompany Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: City Lighting Conversion Project

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Estimated savings
 2. City of Neosho LED lighting project 02072023
 3. Material List for Customer Provided Materials City of Neosho City Hall rev Feb 13 2023
 4. BridgePoint LED Proposal for City of Neosho City Hall rev Feb 13 2023
 5. BridgePoint LED Proposal for City of Neosho City Pool rev Feb 6 2023
 6. BridgePoint LED Proposal for City of Neosho Fire Station 2 rev Feb 7 2023
 7. BridgePoint LED Proposal for City of Neosho Golf Course rev Feb 6 2023
 8. BridgePoint LED Proposal for City of Neosho Lampo Center rev Feb 6 2023
 9. BridgePoint LED Proposal for City of Neosho Parks and Rec Wheeler Street rev Feb 3 2023
 10. BridgePoint LED Proposal for City of Neosho Public Works rev Feb 6 2023
 11. BridgePoint LED Proposal for City of Neosho Recycling Center rev Feb 3 2023
-

PURPOSE:

The purpose of this item is to bring the council up to date on the city efforts to upgrade the city facilities to led lightning.

BACKGROUND:

The city has been making efforts to upgrade all city facilities to LED lighting to take advantage of the energy savings that this type of lighting provides. A lighting study was provided by an outside vendor that offers estimated costs and savings for the upgrades in conjunction with a grant from Liberty Utilities and materials already owned by the city. The financial director has provided an estimated dollar savings based on these figures. The attached documents give estimates by facility.

RECOMMENDATION:

Staff recommends that council permit the project to progress.

ESTIMATED ENERGY COST SAVINGS FOR LED LIGHTING. (revised 02/16/2023)

Location	Address	Total cost	Est. Incentive	Customer out of pocket	Rebate percent	Existing kwh	Proposed kwh	Projected KWH Savings	Estimated Current cost per existing Kwh	Proposed cost per Kwh	Estimated Annual Savings	Net Cost Savings *
Parks & Rec.	215 Wheeler St. Neosho, Mo. 64850	\$ 4,188.88	\$ 3,351.10	\$ 837.78	80%	5,538	1,245	4,293	\$ 866.38	\$ 186.03	\$ 680.35	\$157.43
Recycling Center	4700 Howard Bush Drive, m Neosho, Mo. 64850	\$ 3,453.87	\$ 2,763.10	\$ 690.77	80%	7,492	3,277	4,215	\$ 1,166.45	\$ 498.46	\$ 667.99	\$22.78
Public Works	200 Nelson Ave., Neosho, Mo 64850	\$ 18,206.26	\$ 14,565.01	\$ 3,641.25	80%	49,382	19,354	30,028	\$ 6,903.21	\$ 2,525.13	\$ 4,378.08	(\$736.83)
Parks & rec. City Pool	416 Fairgrounds Road, Neosho, Mo. 64850	\$ 6,960.00	\$ 5,074.30	\$ 1,885.70	73%	8,830	3,546	5,284	\$ 1,387.53	\$ 555.57	\$ 831.96	\$1,053.74
Lampo Center	500 East Spring Street, Neosho, Mo. 64850	\$ 731.47	\$ 585.18	\$ 146.29	80%	4,493	2,890	1,603	\$ 712.05	\$ 458.01	\$ 254.04	(\$107.75)
Neosho Golf Course	1850 Clubhouse Road, Neosho, Mo. 64850	\$ 4,638.97	\$ 3,711.18	\$ 927.79	80%	34,250	10,761	23,489	\$ 4,907.68	\$ 1,482.99	\$ 3,424.70	(\$2,496.91)
Neosho Fire Station #2	501 Industrial Drive, Neosho, Mo. 64850	\$ 4,905.00	\$ 3,544.90	\$ 1,360.10	72%	22,329	9,133	13,196	\$ 3,232.00	\$ 1,308.02	\$ 1,923.98	(\$563.88)
Auditorium												
Neosho City Hall	203 E. Main St., Neosho, Mo. 64850	\$ 27,255.04	\$ 20,158.43	\$ -	73%	90,823	63,804	27,019	\$ 8,635.67	\$ 6,417.68	\$ 2,217.99	(\$2,217.99)
				\$ 9,489.68		Estimated Total all Projects			\$ 27,810.97	\$13,431.88	\$14,379.09	(\$4,889.41)
* Net Cost Savings = Expected Out of Pocket Cost less Estimated Annual Savings of KWH for First Year												

2/7/2023

City of Neosho, MO.

Location	Address	Total cost	Est. Incentive
Parks & Rec.	215 Wheeler St. Neosho, Mo. 64850	\$ 4,188.88	\$ 3,351.10
Recycling Center	4700 Howard Bush Drive,m Neosho, Mo. 64850	\$ 3,453.87	\$ 2,763.10
Public Works	200 Nelson Ave., Neosho, Mo 64850	\$ 18,206.26	\$ 14,565.01
Parks & rec. City Pool	416 Fairgrounds Road, Neosho, Mo. 64850	\$ 6,960.00	\$ 5,074.30
Lampo Center	500 East Spring Street, Neosho, Mo. 64850	\$ 731.47	\$ 585.18
Neosho Golf Course	1850 Clubhouse Road, Neosho, Mo. 64850	\$ 4,638.97	\$ 3,711.18
Neosho Fire Station #2	501 Industrial Drive, Neosho, Mo. 64850	\$ 4,905.00	\$ 3,544.90
Neosho City Hall	203 E. Main St., Neosho, Mo. 64850	\$ 27,255.04	\$ 20,158.43

Customer out of pocket	Rebate percent
\$ 837.78	80%
\$ 690.77	80%
\$ 3,641.25	80%
\$ 1,885.70	73%
\$ 146.29	80%
\$ 927.79	80%
\$ 1,360.10	72%
\$ 7,096.61	73%

Customer Provided Materials
Neosho City Hall

203 E. Main Street, Neosho, MO 64850



Product	Model/SKU	Description	Qty	Cost	Total Price
150W LED Shoebox			2	\$220.00	\$440.00
20W 5000K A21			4	\$38.00	\$152.00
12W 4000K TLEDs			76	\$7.50	\$570.00
2x2 Flat Panel			42	\$55.00	\$2,310.00
2x4 Flat Panel			111	\$59.50	\$6,604.50

Total Cost: \$ 10,076.50



City of Neosho City Hall LED Energy Savings Proposal

Prepared For

Nate Siler
203 E. Main Street
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

**City of Neosho City Hall LED Energy Savings
Proposal**

203 E. Main Street, Neosho, MO 64850



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**City of Neosho City Hall LED Energy Savings
Proposal**

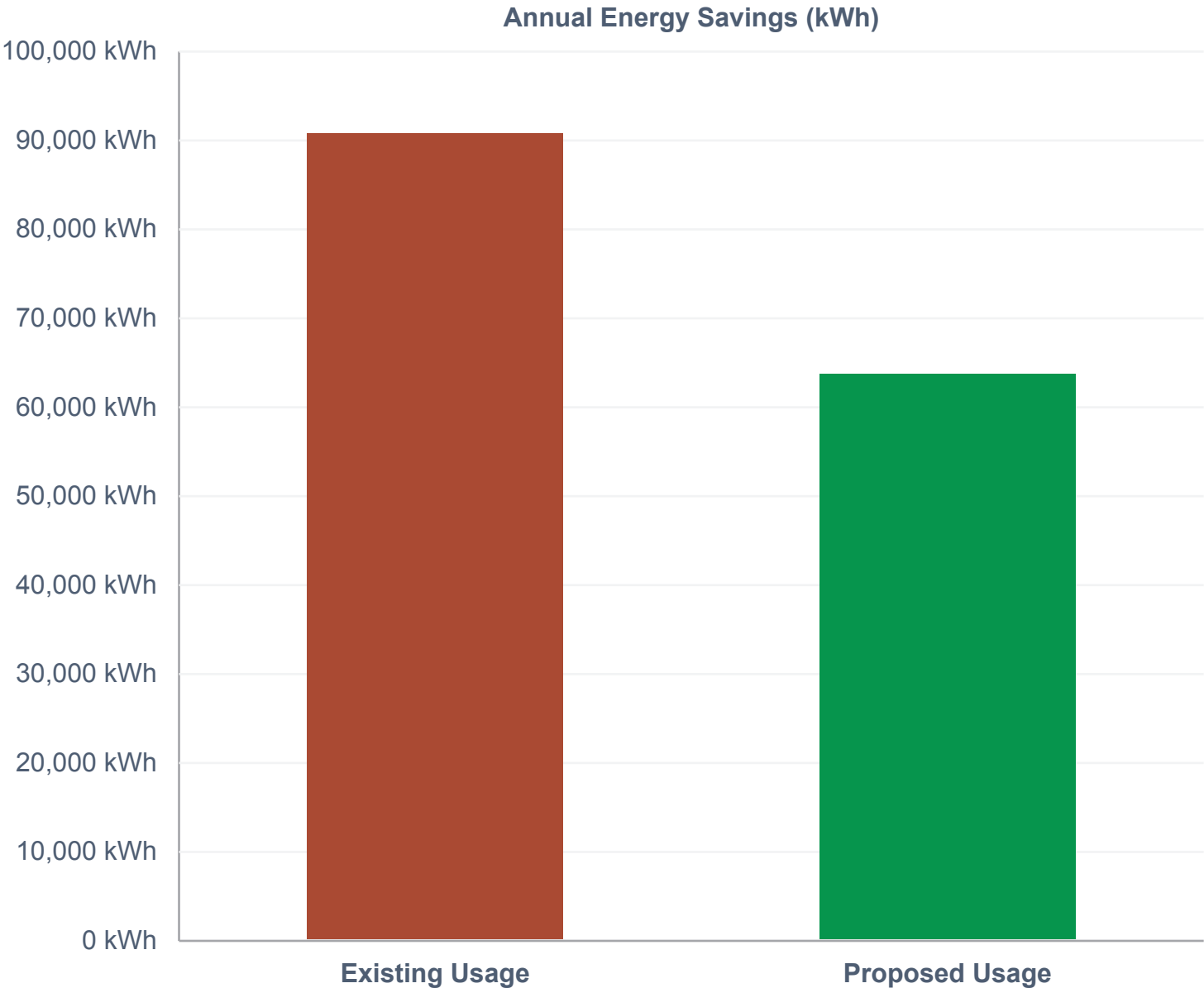
203 E. Main Street, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
90,823 kWh	63,804 kWh	27,019 kWh



City of Neosho City Hall LED Energy Savings Proposal

203 E. Main Street, Neosho, MO 64850



Estimate

Prepared For

Nate Siler
203 E. Main Street
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

Date

2/13/2023

Total Project Cost	\$27,255.04
- Estimated Incentive Rebates	\$20,158.43
Net Project Cost	\$7,096.61

Print Name for BridgePoint Electric

Authorized Signature for BridgePoint Electric

Print Name for Client

Authorized Signature for Client

Installation Checklist

203 E. Main Street, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho city hall building Building exterior	NA	Can light	NA	4	• Customer Provided 20W • 4 5000K A21	• 4	0	_____	
City of Neosho city hall building Building exterior	NA	Light pole shoebox mh 400watt	NA	2	• Customer Provided 150W LED Shoebox	• 2	0	_____	
City of Neosho city hall building Building exterior	NA	4L T8 T	NA	0	• Customer Provided Keystone 2x4 Flat Panel	• 0	0	_____	
City of Neosho city hall building Lobby	NA	3LT8T	NA	9	• Customer Provided Keystone 2x4 Flat Panel	• 9	0	_____	
City of Neosho city hall building Lobby	NA	4L T8 T	NA	1	• Customer Provided Keystone 2x4 Flat Panel	• 1	0	_____	
City of Neosho city hall building Lobby	NA	2L T8 T	NA	6	• Customer Provided Keystone 2x2 Flat Panel	• 6	0	_____	
City of Neosho city hall building Mail room	NA	4L T8 T	NA	5	• Customer Provided Keystone 2x4 Flat Panel	• 5	0	_____	
City of Neosho city hall building Lobby storage	NA	4L T8 T	NA	4	• Customer Provided Keystone 2x4 Flat Panel	• 4	0	_____	
City of Neosho city hall building It room	NA	4L T8 T	NA	3	• Customer Provided Keystone 2x4 Flat Panel	• 3	0	_____	
City of Neosho city hall building Development services	NA	3LT8T	NA	9	• Customer Provided Keystone 2x4 Flat Panel	• 9	0	_____	
City of Neosho city hall building Development services	NA	4L T8 T	NA	2	• Customer Provided Keystone 2x4 Flat Panel	• 2	0	_____	
City of Neosho city hall building Restrooms and halway	NA	2LT8 2x2 U Lamp	NA	3	• Customer Provided Keystone 2x2 Flat Panel	• 3	0	_____	
City of Neosho city hall building Restrooms and halway	NA	3LT8T	NA	6	• Customer Provided Keystone 2x4 Flat Panel	• 6	0	_____	

Installation Checklist

203 E. Main Street, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho city hall building Restrooms and hallway	NA	4L T8 T	NA	2	• Customer Provided Keystone 2x4 Flat Panel	• 2	0	_____	
City of Neosho city hall building Hallway	NA	4L T8 T	NA	2	• Customer Provided Keystone 2x4 Flat Panel	• 2	0	_____	
City of Neosho city hall building Hallway	NA	2LT8 2x2 U Lamp	NA	5	• Customer Provided Keystone 2x2 Flat Panel	• 5	0	_____	
City of Neosho city hall building Water department	NA	2LT8 2x2 U Lamp	NA	3	• Customer Provided Keystone 2x2 Flat Panel	• 3	0	_____	
City of Neosho city hall building Council chambers closets	NA	4L T8 T	NA	17	• Customer Provided Keystone 2x4 Flat Panel	• 17	0	_____	
City of Neosho city hall building Council chambers closets	NA	2LT8 2x2 U Lamp	NA	4	• Customer Provided Keystone 2x2 Flat Panel	• 4	0	_____	
City of Neosho city hall building Water department safe	NA	2L T8 Surface	NA	14	• Customer Provided 2L 12W 4000K TLEDS	• 14	0	_____	
City of Neosho city hall building Gym	NA	4L T8 T	NA	2	• Customer Provided Keystone 2x4 Flat Panel	• 2	0	_____	
City of Neosho city hall building George's office	NA	4L T8 T	NA	3	• Customer Provided Keystone 2x4 Flat Panel	• 3	0	_____	
City of Neosho city hall building Breakroom	NA	4L T8 T	NA	3	• Customer Provided Keystone 2x4 Flat Panel	• 3	0	_____	
City of Neosho city hall building Finance department / closets /hallway exit	NA	4L T8 T	NA	12	• Customer Provided Keystone 2x4 Flat Panel	• 12	0	_____	
City of Neosho city hall building Finance offices 1-3 and bathroom	NA	4L T8 T	NA	10	• Customer Provided Keystone 2x4 Flat Panel	• 10	0	_____	

Installation Checklist

203 E. Main Street, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho city hall building Finance offices 1-3 and bathroom	NA	2LT8 2x2 U Lamp	NA	4	• Customer Provided Keystone 2x2 Flat Panel	• 4	0	_____	
City of Neosho city hall building Electric room	NA	4L T8 T	NA	1	• Customer Provided Keystone 2x4 Flat Panel	• 1	0	_____	
City of Neosho city hall building Conferences room	NA	2L T8 T	NA	8	• Customer Provided Keystone 2x2 Flat Panel	• 8	0	_____	
City of Neosho city hall building Admin offices fishbowl	NA	4L T8 T	NA	13	• Customer Provided Keystone 2x4 Flat Panel	• 13	0	_____	
City of Neosho city hall building Admin offices fishbowl	NA	2LT8 2x2 U Lamp	NA	1	• Customer Provided Keystone 2x2 Flat Panel	• 1	0	_____	
City of Neosho city hall building City clerks office	NA	4L T8 T	NA	5	• Customer Provided Keystone 2x4 Flat Panel	• 5	0	_____	
City of Neosho city hall building Court offices	NA	2L T8 T	NA	8	• Customer Provided Keystone 2x2 Flat Panel	• 8	0	_____	
City of Neosho city hall building Tornado shelter	NA	4L T8 T	NA	2	• Customer Provided Keystone 2x4 Flat Panel	• 2	0	_____	
Awning	NA	4LT8 Fixture	NA	7	• Customer Provided 4L 12W 4000K TLEDS	• 7	0	_____	
City of Neosho city hall building Mail room	NA	4LT8 Fixture	NA	5	• Customer Provided 4L 12W 4000K TLEDS	• 5	0	_____	



City of Neosho City Pool LED Energy Savings Proposal

Prepared For

Nate Siler
416 Fairgrounds Road
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

City of Neosho City Pool LED Energy Savings Proposal

416 Fairgrounds Road, Neosho, MO 64850



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City of Neosho City Pool LED Energy Savings Proposal

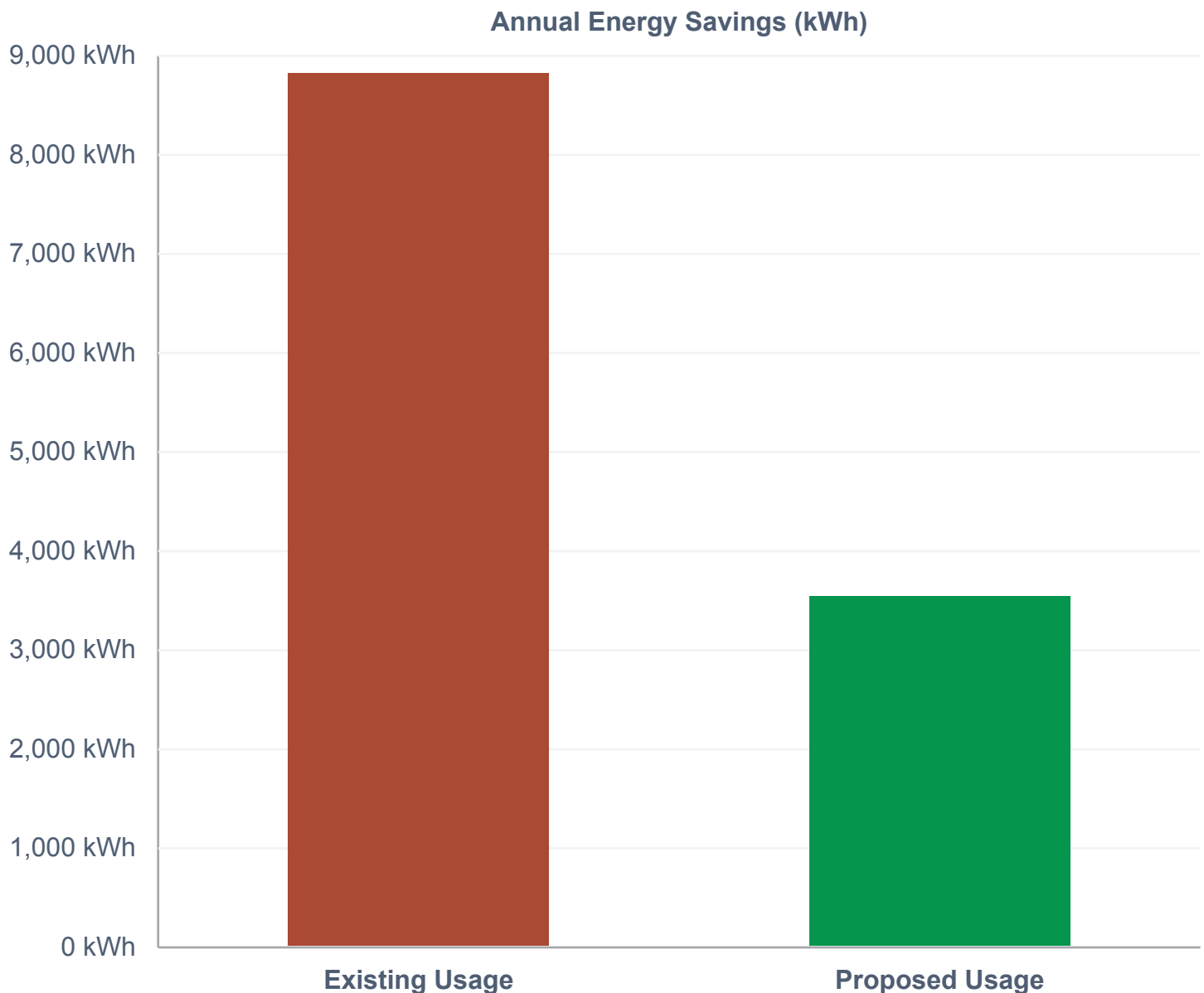
416 Fairgrounds Road, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
8,830 kWh	3,546 kWh	5,283 kWh



City of Neosho City Pool LED Energy Savings Proposal

416 Fairgrounds Road, Neosho, MO 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately **4** metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

8,674 miles



Gallons of gas consumed.

410 gallons



Pounds of coal burned.

3,913 pounds



Barrels of oil consumed.

8 barrels



Propane cylinders used for home barbeques.

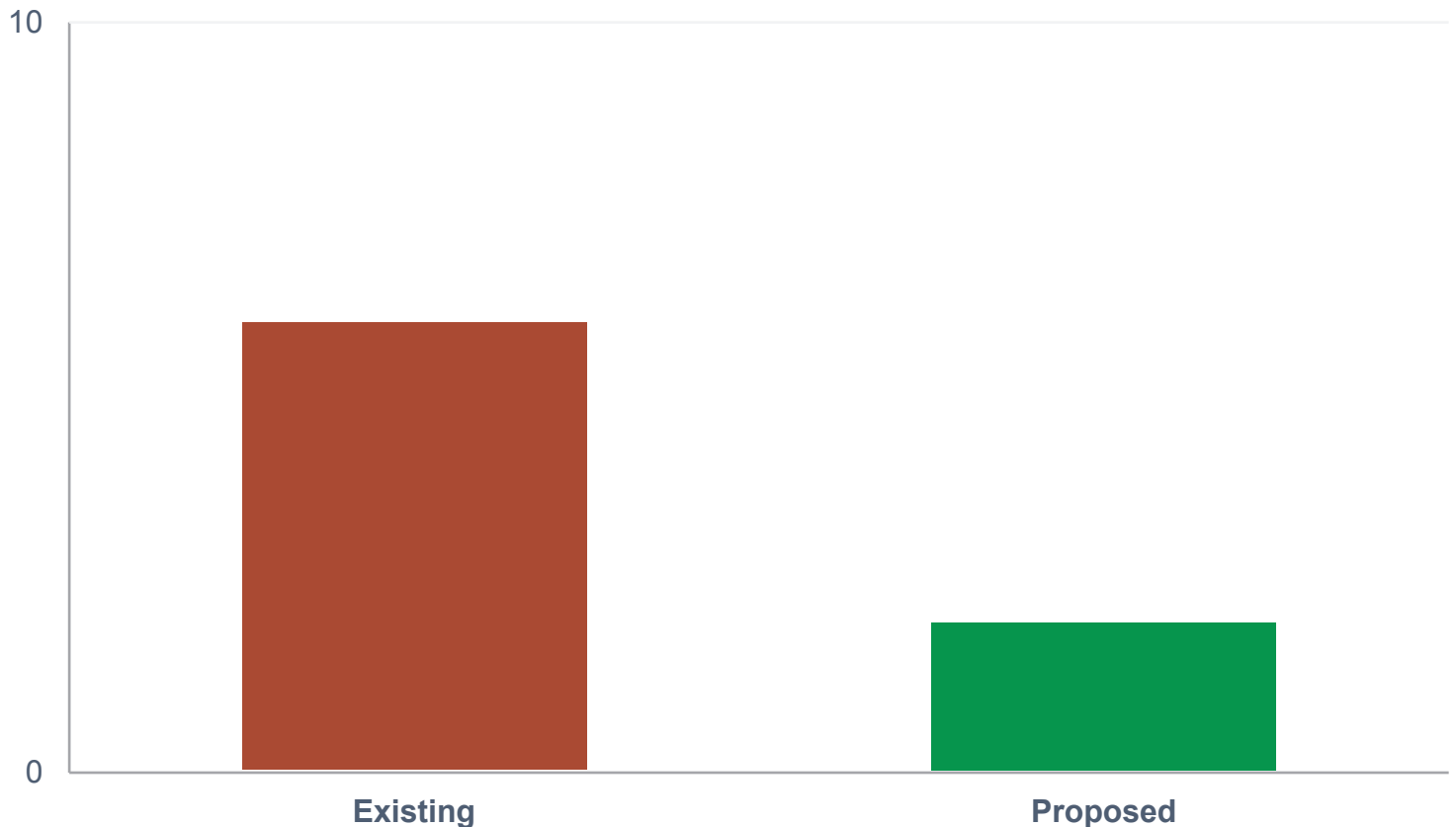
152 tanks



Pounds of waste sent to landfill.

2,611 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho City Pool LED Energy Savings Proposal

416 Fairgrounds Road, Neosho, MO 64850



Estimate

Prepared For

Nate Siler
416 Fairgrounds Road
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

Date

2/06/2023

Total Project Cost	\$6,960.00
- Estimated Incentive Rebates	\$5,074.30
Net Project Cost	\$1,885.70

Print Name for BridgePoint Electric

Authorized Signature for BridgePoint Electric

Print Name for Client

Authorized Signature for Client

Installation Checklist

416 Fairgrounds Road, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Men's locker room	NA	2Lt8 4ft vaportight	NA	8	• 2L 12W 4000K TLEDS	• 8	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Men's locker room	NA	ALamp 60watt	NA	4	• 9.5W 4000K LED A Lamp	• 4	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Lady's locker room	NA	ALamp 60watt	NA	4	• 9.5W 4000K LED A Lamp	• 4	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Lady's locker room	NA	2Lt8 4ft vaportight	NA	8	• 2L 12W 4000K TLEDS	• 8	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Lobby	NA	2Lt8 2ft wrap	NA	4	• 2L 9W 4000K 2' TLED	• 4	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Concession / offices	NA	ALamp 60watt	NA	14	• 9.5W 4000K LED A Lamp	• 14	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Buildingexterior	NA	Pole lamps	NA	4	• LED 240W Wall Mount	• 4	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Buildingexterior	NA	Hologin pole light 500	NA	2	• LED 240W Wall Mount	• 2	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Building exterior patio	NA	2Lt8 4ft vaportight	NA	4	• 2L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Buildingexterior	NA	75Watt wallpack w pc	NA	4	• 50W LED Wall Pack w/ PC	• 4	0	_____	

Installation Checklist

416 Fairgrounds Road, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho parks and Rec pool, 416 Fairgrounds Rd Buildingexterior	NA	ALamp 60watt	NA	2	• 9.5W 4000K LED A Lamp	• 2	0	_____	



City of Neosho Fire Station #2 LED Energy Savings Proposal

Prepared For

Nate Siler
501 Industrial Drive
Neosho, OK 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

City of Neosho Fire Station #2 LED Energy Savings
Proposal

501 Industrial Drive, Neosho, OK 64850



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City of Neosho Fire Station #2 LED Energy Savings
Proposal

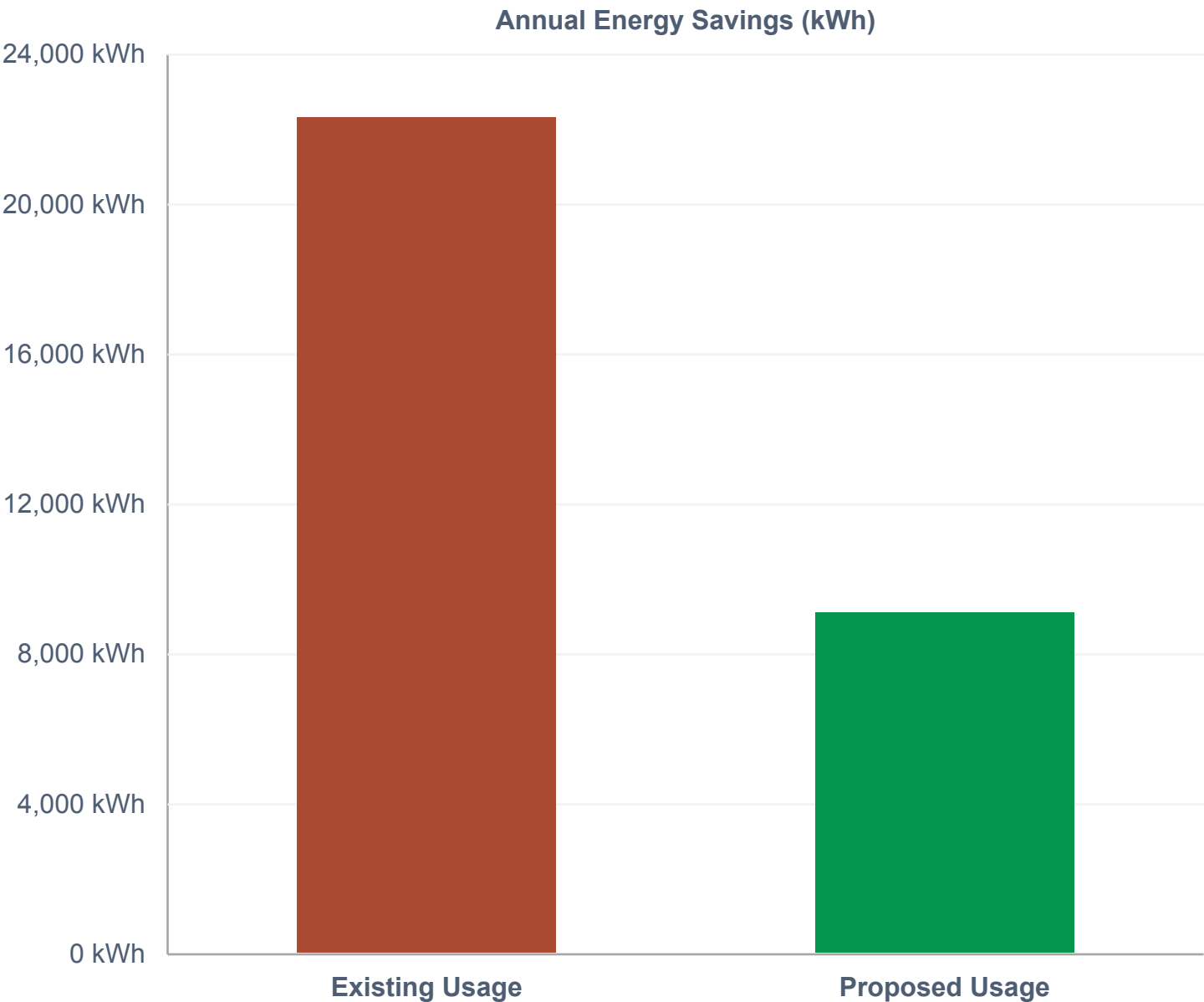
501 Industrial Drive, Neosho, OK 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
22,329 kWh	9,133 kWh	13,196 kWh



City of Neosho Fire Station #2 LED Energy Savings
Proposal

501 Industrial Drive, Neosho, OK 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately 9 metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

21,665 miles



Gallons of gas consumed.

1,024 gallons



Pounds of coal burned.

9,773 pounds



Barrels of oil consumed.

21 barrels



Propane cylinders used for home barbeques.

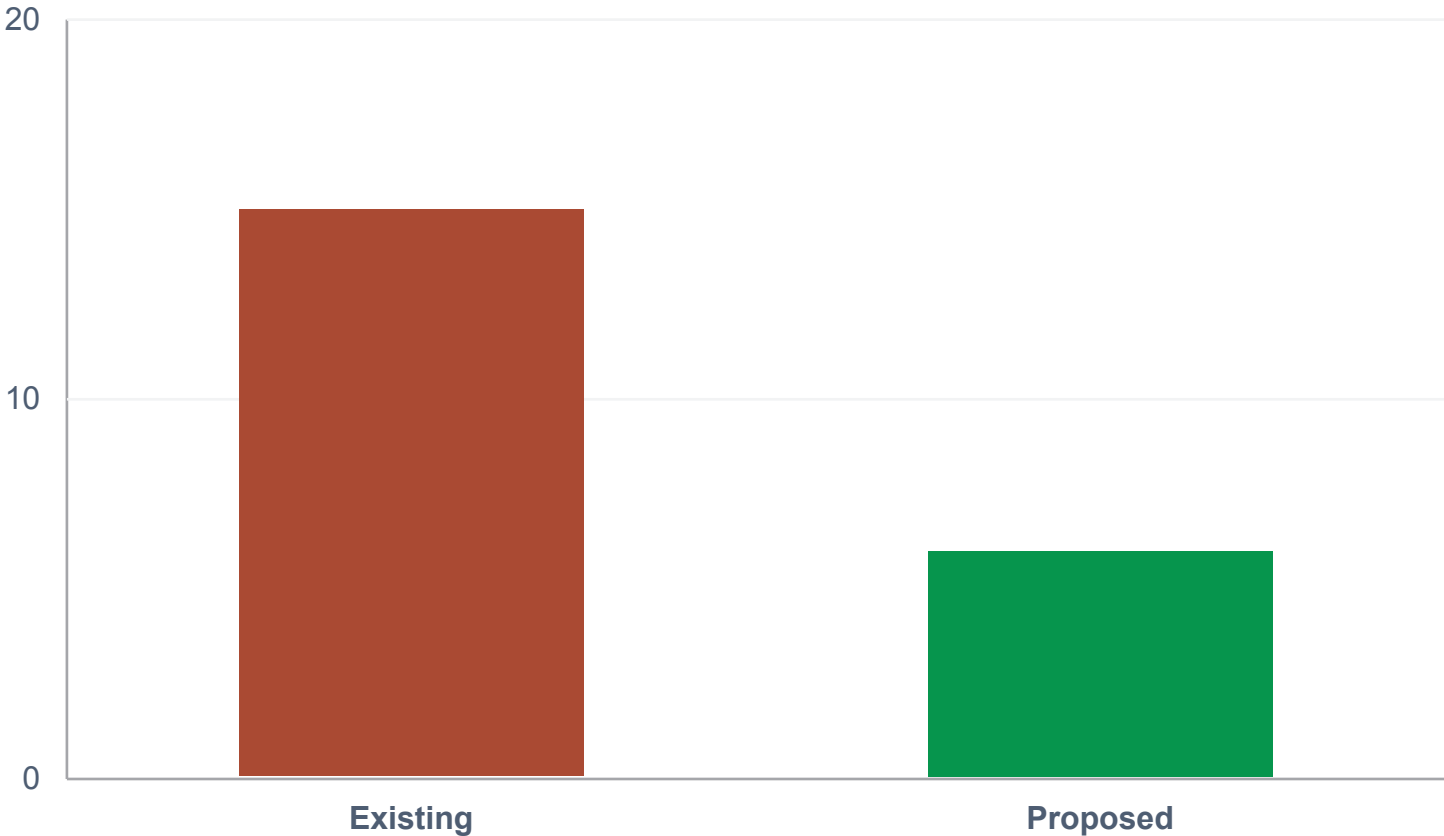
379 tanks



Pounds of waste sent to landfill.

6,523 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho Fire Station #2 LED Energy Savings
Proposal

501 Industrial Drive, Neosho, OK 64850



Estimate

Prepared For	Prepared By	Date
Nate Siler 501 Industrial Drive Neosho, OK 64850	BridgePoint Electric Bill Callison 171 S. 122nd East Avenue Tulsa, OK 74128 (918) 437-8395	2/07/2023

Total Project Cost	\$4,905.00
- Estimated Incentive Rebates	\$3,544.90
Net Project Cost	\$1,360.10

Print Name for BridgePoint Electric	Authorized Signature for BridgePoint Electric
Print Name for Client	Authorized Signature for Client

Installation Checklist

501 Industrial Drive, Neosho, OK 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho fire station #2 501 Industrial Dr. Upstairs rec room	NA	2L t12 4ft strips	NA	7	• 2L 12W 4000K TLEDS	• 7	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Upstairs rec room	NA	2L t8 4ft strips	NA	4	• 2L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Upstairs rec room	NA	60watt a lamp	NA	2	• 9.5W 4000K LED A Lamp	• 2	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Down stairs lounge an sleeping area	NA	4L t8 4ft wrap	NA	1	• 4L 12W 4000K TLEDS	• 1	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Down stairs lounge an sleeping area	NA	60watt a lamp	NA	4	• 9.5W 4000K LED A Lamp	• 4	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Down stairs lounge an sleeping area	NA	Br lamp 75 watt	NA	7	• 12W BR 4000K LED Lamp	• 7	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Down stairs lounge an sleeping area	NA	4L T8 T	NA	1	• 4L 12W 4000K TLEDS	• 1	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Restroom shower	NA	60watt a lamp	NA	2	• 9.5W 4000K LED A Lamp	• 2	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Building exterior	NA	1000watt mh flood	NA	1	• 300W 5000K LED Flood	• 1	0	_____	

Installation Checklist

501 Industrial Drive, Neosho, OK 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho fire station #2 501 Industrial Dr. Building exterior	NA	400watt shoebox	NA	1	• 150W LED Flood w/ Yoke Bracket	• 1	0	_____	
City of Neosho fire station #2 501 Industrial Dr. Barn	NA	4L t5 4ft high bay	NA	4	• 100W UFO High Bay	• 4	0	_____	



City of Neosho Golf Course LED Energy Savings Proposal

Prepared For

Nate Siler
1850 Clubhouse Road
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

City of Neosho Golf Course LED Energy Savings
Proposal

1850 Clubhouse Road, Neosho, MO 64850



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City of Neosho Golf Course LED Energy Savings Proposal

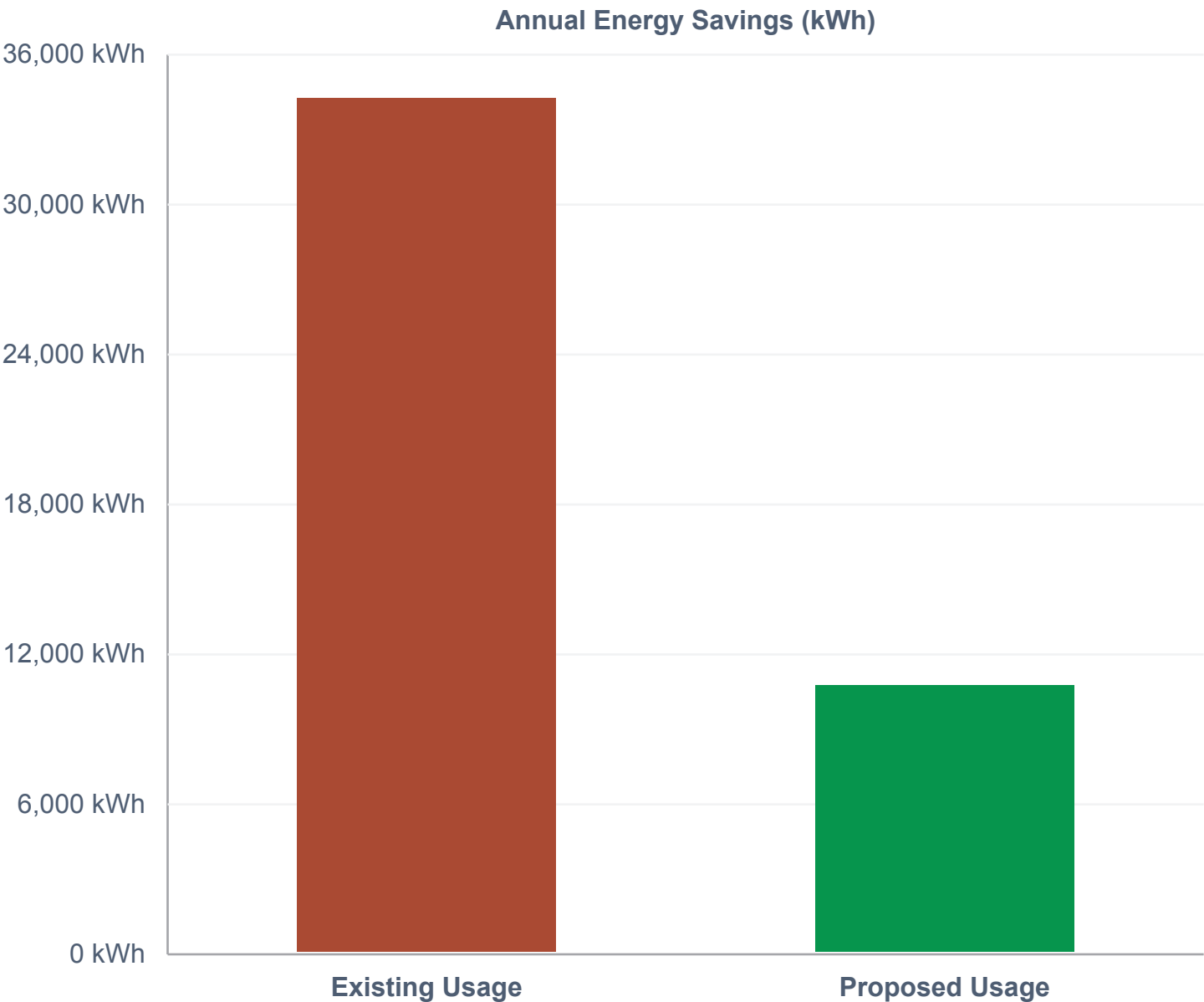
1850 Clubhouse Road, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
34,250 kWh	10,761 kWh	23,488 kWh



City of Neosho Golf Course LED Energy Savings Proposal

1850 Clubhouse Road, Neosho, MO 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately **16** metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

38,563 miles



Gallons of gas consumed.

1,822 gallons



Pounds of coal burned.

17,397 pounds



Barrels of oil consumed.

38 barrels



Propane cylinders used for home barbeques.

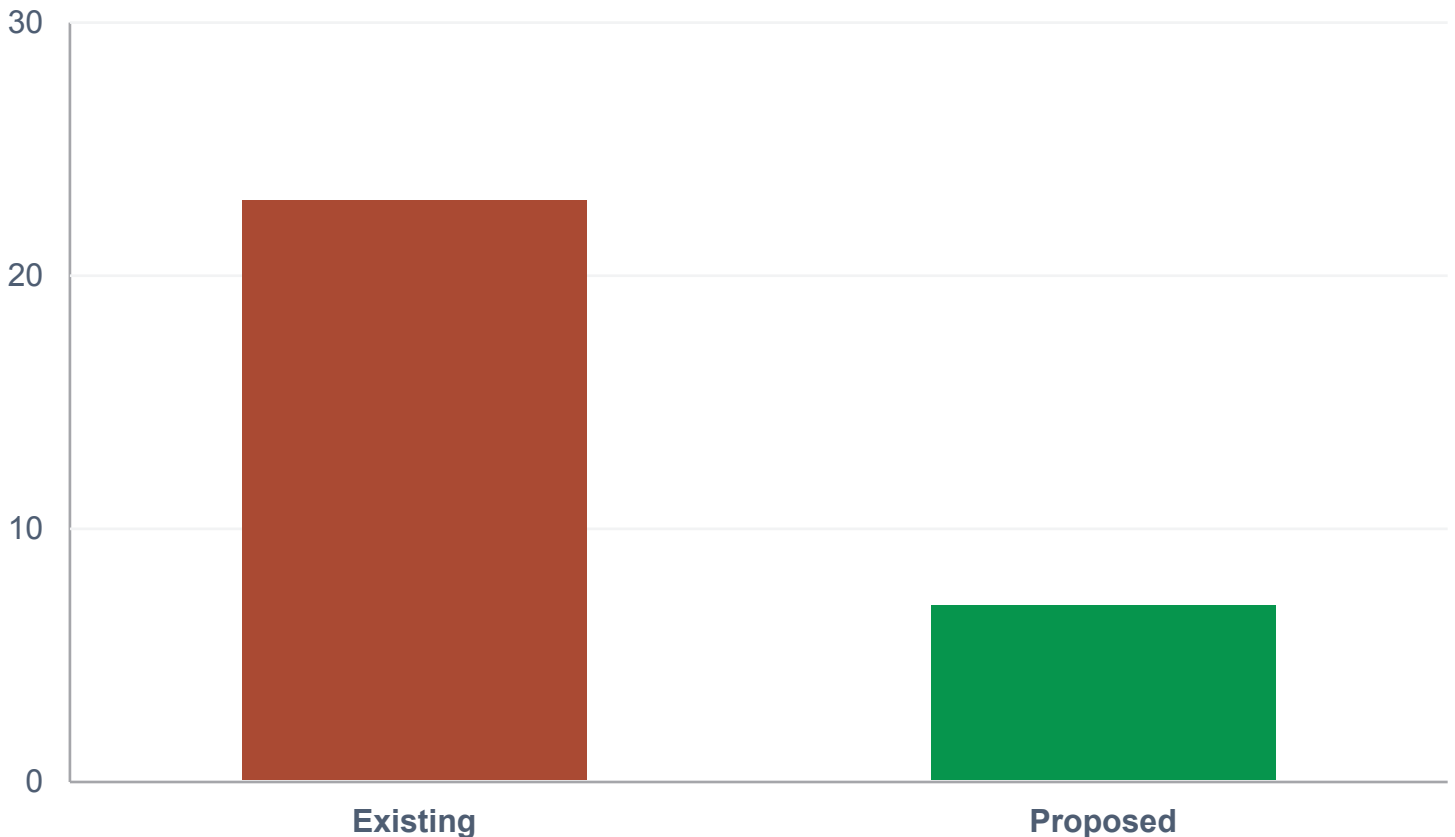
675 tanks



Pounds of waste sent to landfill.

11,610 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho Golf Course LED Energy Savings
Proposal

1850 Clubhouse Road, Neosho, MO 64850



Estimate

Prepared For	Prepared By	Date
Nate Siler 1850 Clubhouse Road Neosho, MO 64850	BridgePoint Electric Bill Callison 171 S. 122nd East Avenue Tulsa, OK 74128 (918) 437-8395	2/06/2023
Total Project Cost		\$4,638.97
- Estimated Incentive Rebates		\$3,711.18
Net Project Cost		\$927.79

Print Name for BridgePoint Electric	Authorized Signature for BridgePoint Electric
Print Name for Client	Authorized Signature for Client

Installation Checklist

1850 Clubhouse Road, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Golf course 1850 Clubhouses Road Pro shop Building exterior	NA	BR lamp	NA	4	• 12W PAR 5000K LED	• 4	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Woman's restroom lockerroom	NA	2L T8 T	NA	3	• 2L 12W 5000K TLEDS	• 3	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Woman's restroom lockerroom	NA	60wat alamp	NA	15	• 9.5W 5000K LED A Lamp	• 15	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Men's restroom / lockeroom	NA	60wat alamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Storage closet	NA	60wat alamp	NA	1	• 9.5W 5000K LED A Lamp	• 1	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Storage closet	NA	2L T8 T	NA	2	• 2L 12W 5000K TLEDS	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Proshop office		2lt12 strip industreal 4ft	NA	2	• 2L 12W 5000K TLEDS	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Lounge and storage closets	NA	4L T8 T	NA	14	• 4L 12W 5000K TLEDS	• 14	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Lounge restrooms	NA	75Watt alamps	NA	4	• 9.5W 5000K LED A Lamp	• 4	0	_____	

Installation Checklist

1850 Clubhouse Road, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Golf course 1850 Clubhouses Road Lounge storage closets	NA	2L t12 8ft strip	NA	1	• 4L 12W 5000K TLEDS and Strip Retro Kit	• 1	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Lounge storage closets	NA	60wat alamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Cart barn 1 and 2	NA	2L t12 8ft strip	NA	2	• 4L 12W 5000K TLEDS and Strip Retro Kit	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop	NA	2L t12 8ft strip	NA	10	• 4L 12W 5000K TLEDS and Strip Retro Kit	• 10	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop	NA	2Lt8 4ft wrap	NA	2	• 2L 12W 5000K TLEDS	• 2	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop		2lt12 strip industreal 4ft	NA	1	• 2L 12W 5000K TLEDS	• 1	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop	NA	60wat alamp	NA	7	• 9.5W 5000K LED A Lamp	• 7	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop	NA	2L T8 T	NA	1	• 2L 12W 5000K TLEDS	• 1	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintaince shop	NA	2lt12 4ft strip	NA	4	• 2L 12W 5000K TLEDS	• 4	0	_____	
City of Neosho Golf course 1850 Clubhouses Road Maintenance shop restroom	NA	60wat alamp	NA	1	• 9.5W 5000K LED A Lamp	• 1	0	_____	



City of Neosho Lampo Center LED Energy Savings Proposal

Prepared For

Nate Siler
500 E. Spring Street
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

City of Neosho Lampo Center LED Energy Savings
Proposal

500 E. Spring Street, Neosho, MO 64850



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City of Neosho Lampo Center LED Energy Savings
Proposal

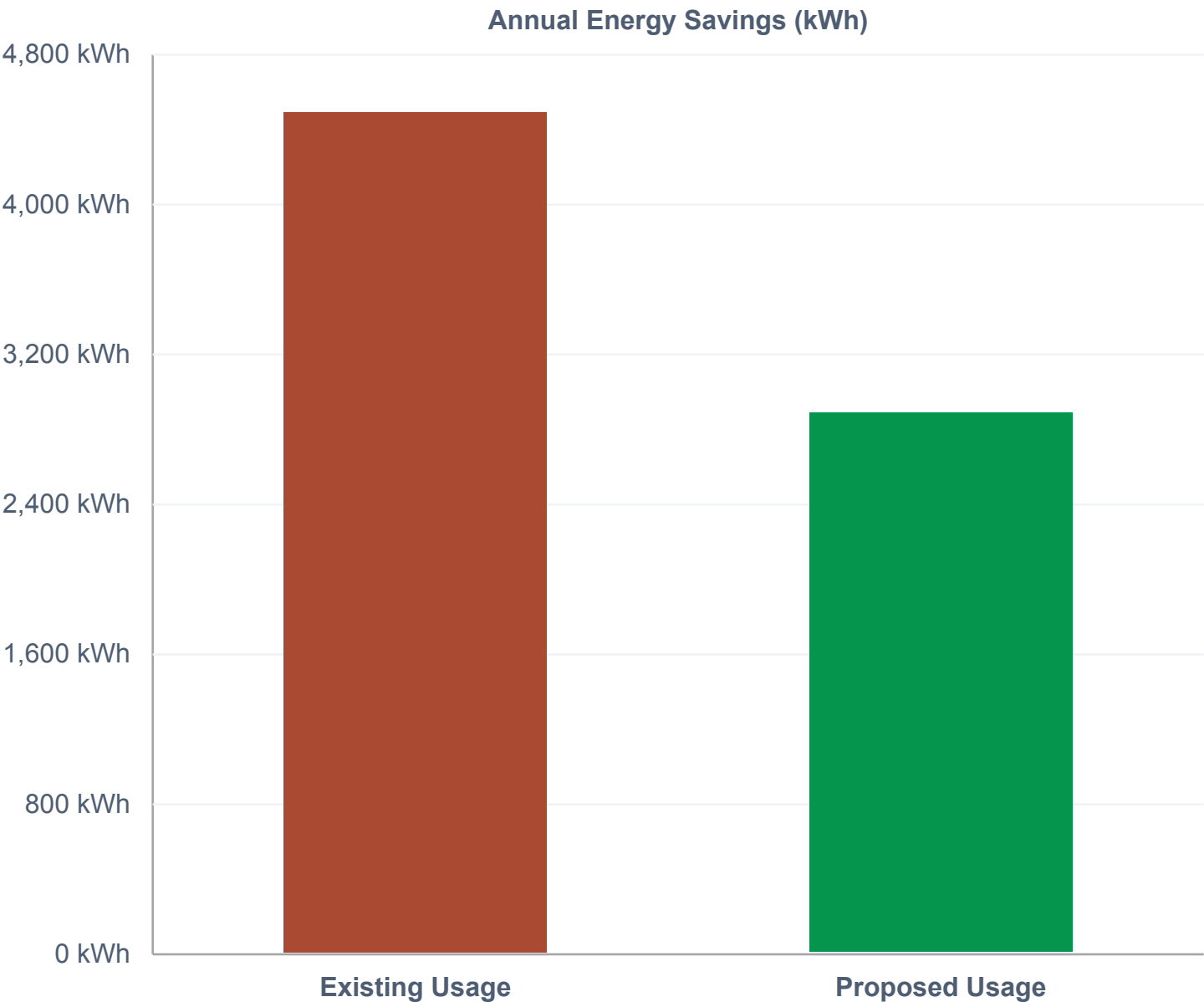
500 E. Spring Street, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
4,493 kWh	2,890 kWh	1,603 kWh



City of Neosho Lampo Center LED Energy Savings
Proposal

500 E. Spring Street, Neosho, MO 64850



Estimate

Prepared For	Prepared By	Date
Nate Siler 500 E. Spring Street Neosho, MO 64850	BridgePoint Electric Bill Callison 171 S. 122nd East Avenue Tulsa, OK 74128 (918) 437-8395	2/06/2023
Total Project Cost		\$731.47
- Estimated Incentive Rebates		\$585.18
Net Project Cost		\$146.29

Print Name for BridgePoint Electric	Authorized Signature for BridgePoint Electric
Print Name for Client	Authorized Signature for Client

Installation Checklist

500 E. Spring Street, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho LLambo Center Restrooms	NA	60watt a lamp	NA	8	• 9.5W 5000K LED A Lamp	• 8	0	_____	
City of Neosho LLambo Center Restrooms	NA	2LT8 2x2 U Lamp	NA	2	• 2L 15W U-Lamp 5000K TLEDS	• 2	0	_____	
City of Neosho LLambo Center Kitchen	NA	2LT8 2x2 U Lamp	NA	4	• 2L 15W U-Lamp 5000K TLEDS	• 4	0	_____	
City of Neosho LLambo Center Storages closet	NA	60watt a lamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	



City of Neosho Parks & Rec Wheeler Street LED Energy Savings Proposal

Prepared For

Nate Siler
215 Wheeler Street
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

**City of Neosho Parks & Rec Wheeler Street LED
Energy Savings Proposal**

215 Wheeler Street, Neosho, MO 64850



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City of Neosho Parks & Rec Wheeler Street LED
Energy Savings Proposal

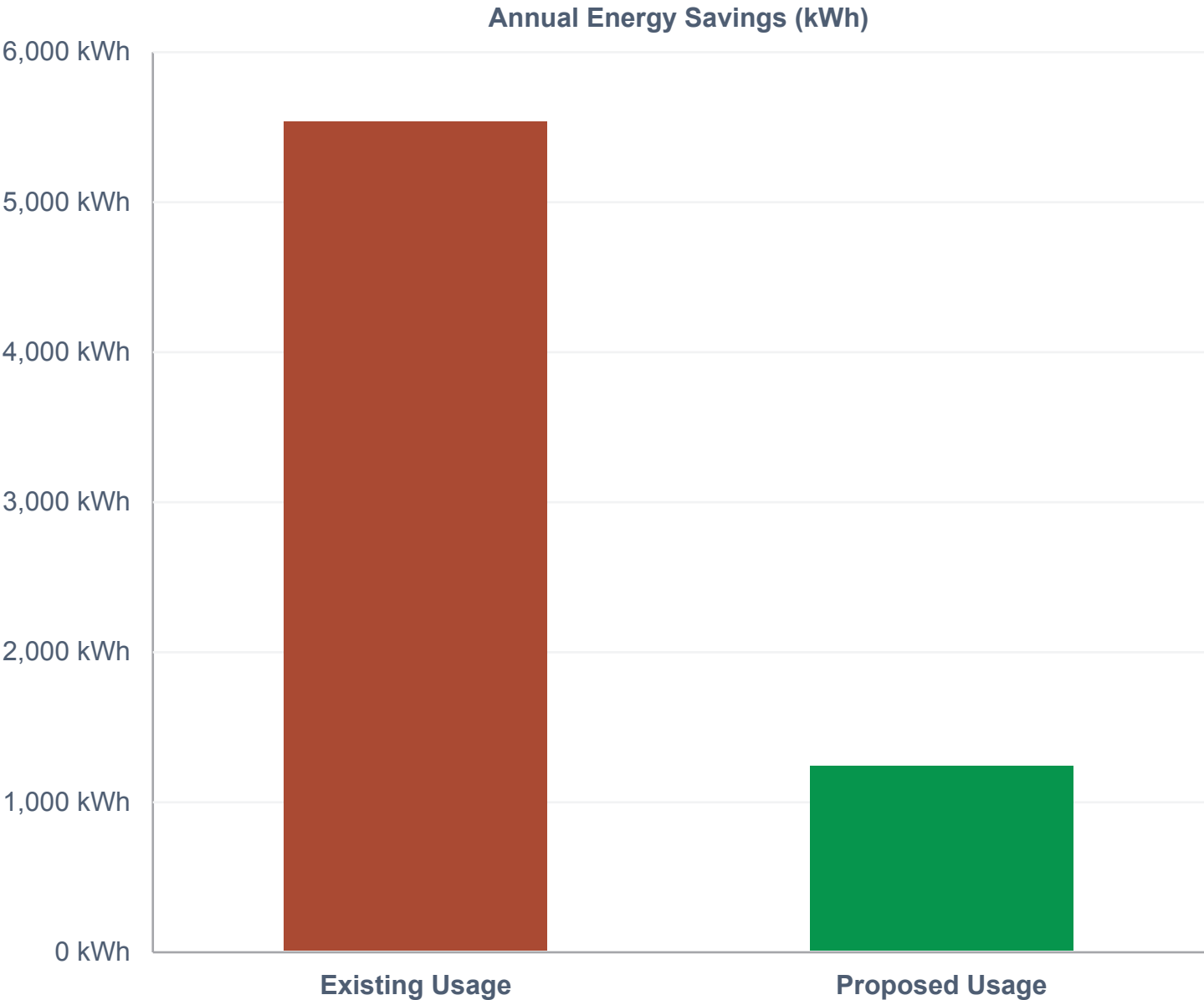
215 Wheeler Street, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
5,538 kWh	1,245 kWh	4,293 kWh



City of Neosho Parks & Rec Wheeler Street LED
Energy Savings Proposal

215 Wheeler Street, Neosho, MO 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately **3** metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

7,048 miles



Gallons of gas consumed.

333 gallons



Pounds of coal burned.

3,180 pounds



Barrels of oil consumed.

7 barrels



Propane cylinders used for home barbeques.

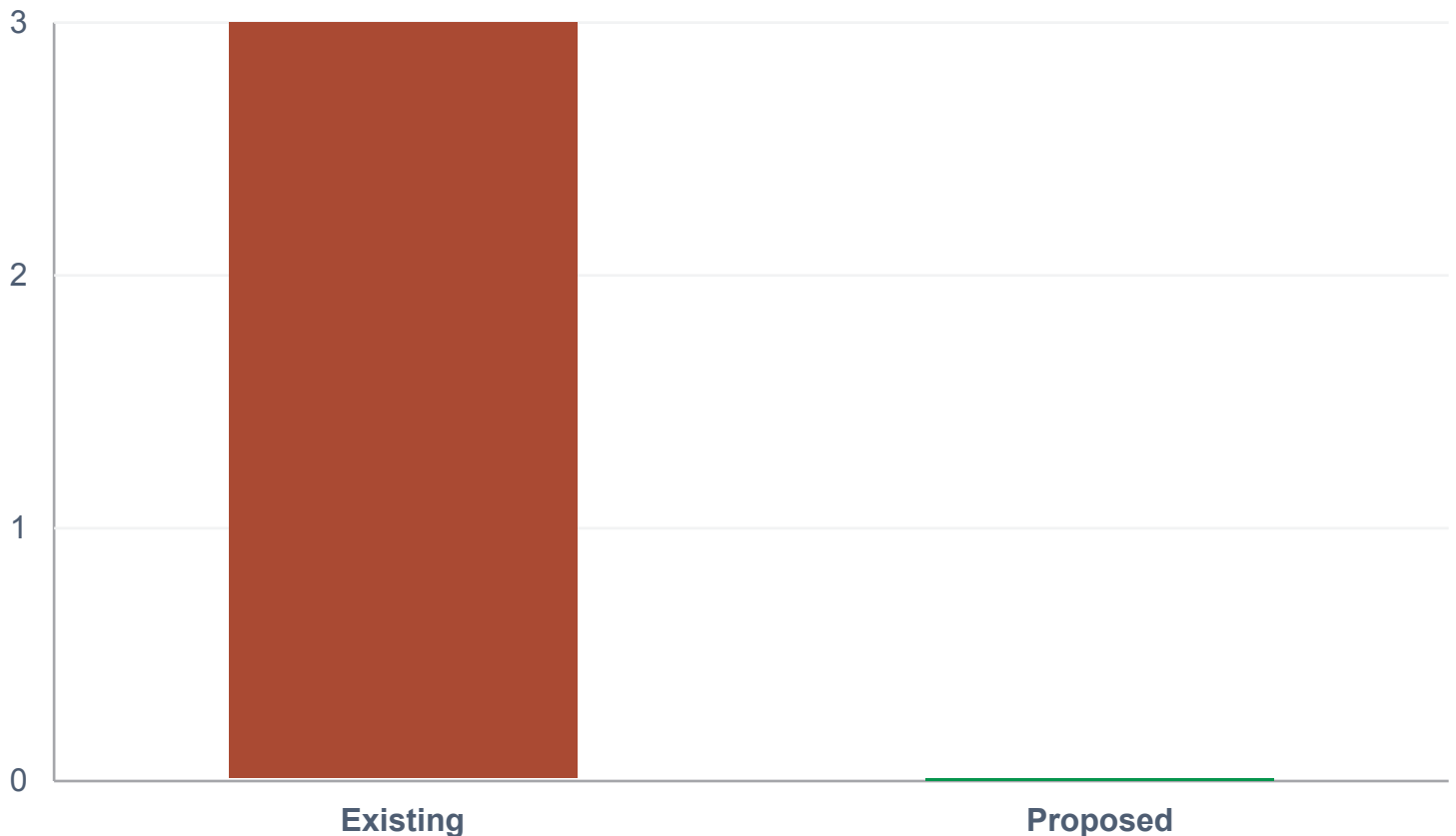
123 tanks



Pounds of waste sent to landfill.

2,122 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho Parks & Rec Wheeler Street LED
Energy Savings Proposal

215 Wheeler Street, Neosho, MO 64850



Estimate

Prepared For

Nate Siler
215 Wheeler Street
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

Date

2/03/2023

Total Project Cost	\$4,188.88
- Estimated Incentive Rebates	\$3,351.10
Net Project Cost	\$837.78

Print Name for BridgePoint Electric

Authorized Signature for BridgePoint Electric

Print Name for Client

Authorized Signature for Client

Installation Checklist

215 Wheeler Street, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neoshow Parks and Recreation 215 Wheeler Building exterior	NA	Halogen Flood 500 watts	NA	3	• 50W LED Knuckle Flood • 3 & Photo Cell		0	_____	
City of Neoshow Parks and Recreation 215 Wheeler Maintenance and repair area	NA	100watt A lamp	NA	4	• 20W A21 LED Lamp 5000K	• 4	0	_____	
City of Neoshow Parks and Recreation 215 Wheeler Maintenance and repair area	NA	2lt12 8ft strips	NA	4	• 4L 18W 5000K TLEDS & Strip Retro Kit	• 4	0	_____	
City of Neoshow Parks and Recreation 215 Wheeler Storage warehouse	NA	75Watt dr floods	NA	14	• 20W A21 LED Lamp 5000K	• 14	0	_____	



City of Neosho Public Works LED Energy Savings Proposal

Prepared For

Nate Siler
200 Nelson Avenue
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

**City of Neosho Public Works LED Energy Savings
Proposal**

200 Nelson Avenue, Neosho, MO 64850



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City of Neosho Public Works LED Energy Savings
Proposal

200 Nelson Avenue, Neosho, MO 64850

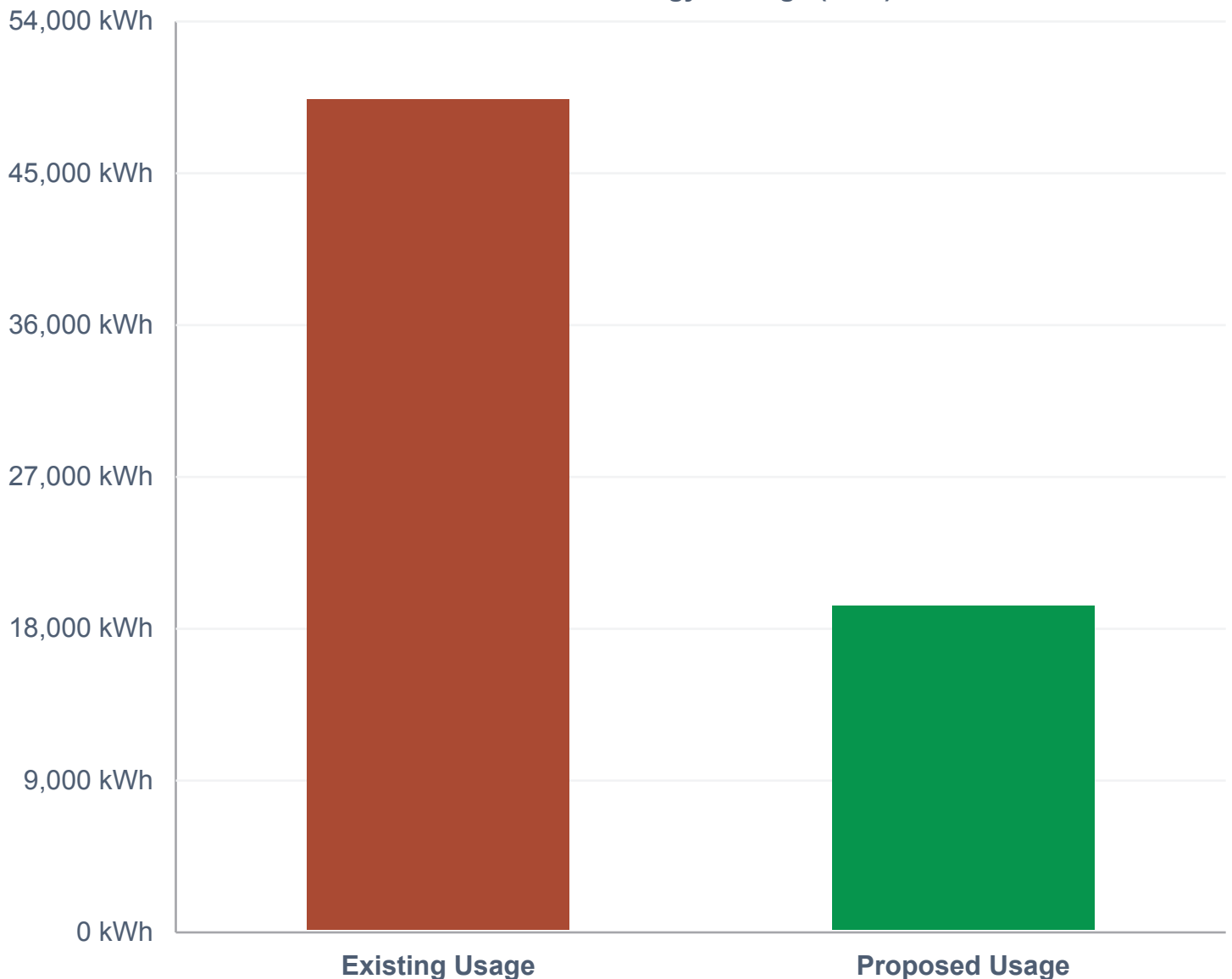


Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
49,382 kWh	19,354 kWh	30,028 kWh

Annual Energy Savings (kWh)



City of Neosho Public Works LED Energy Savings Proposal

200 Nelson Avenue, Neosho, MO 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately **21** metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

49,299 miles



Gallons of gas consumed.

2,330 gallons



Pounds of coal burned.

22,240 pounds



Barrels of oil consumed.

48 barrels



Propane cylinders used for home barbeques.

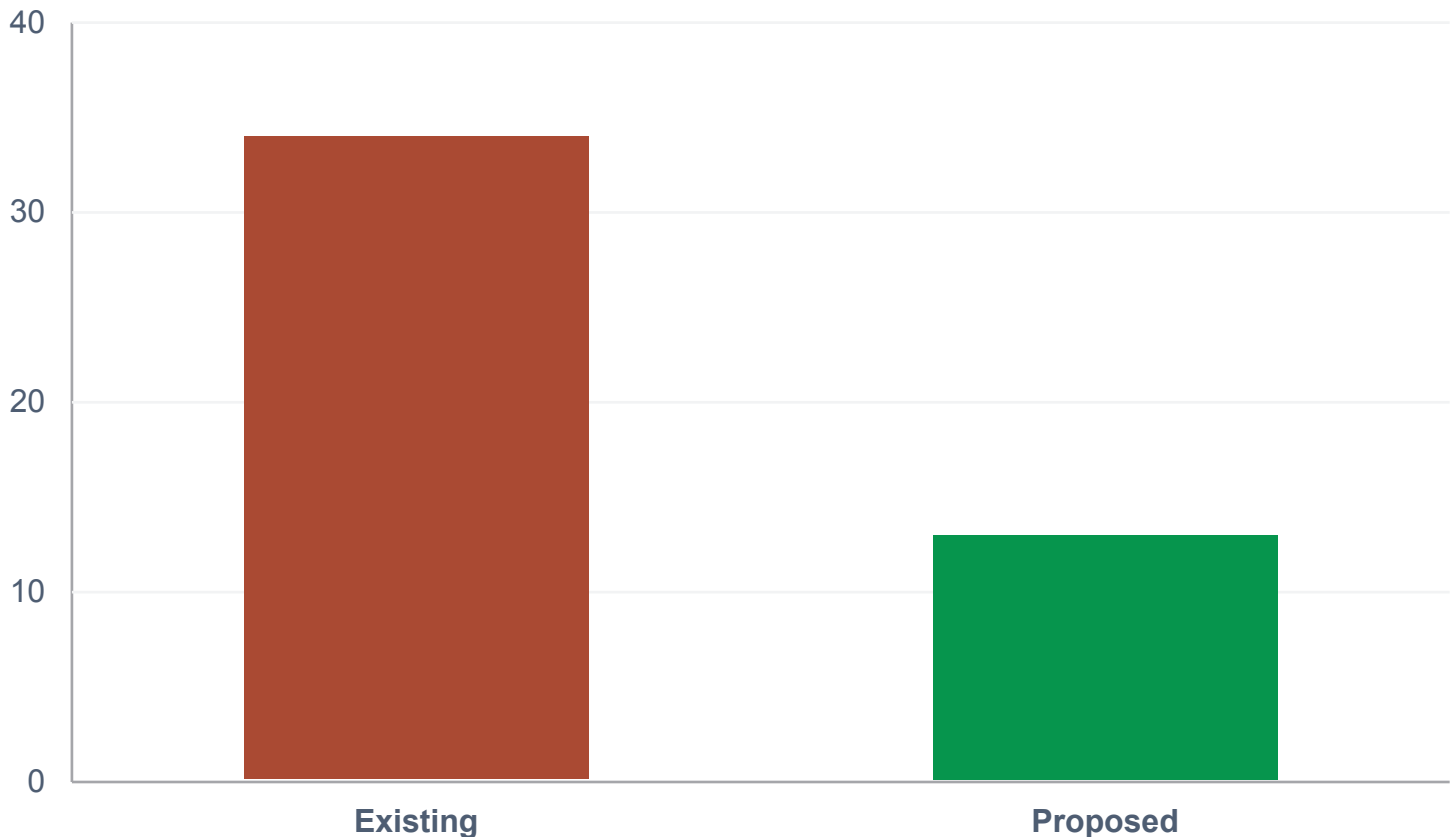
863 tanks



Pounds of waste sent to landfill.

14,843 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho Public Works LED Energy Savings Proposal

200 Nelson Avenue, Neosho, MO 64850



Estimate

Prepared For

Nate Siler
200 Nelson Avenue
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

Date

2/06/2023

Total Project Cost	\$18,206.26
- Estimated Incentive Rebates	\$14,565.01
Net Project Cost	\$3,641.25

Print Name for BridgePoint Electric

Authorized Signature for BridgePoint Electric

Print Name for Client

Authorized Signature for Client

Installation Checklist

200 Nelson Avenue, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Public Works Facility 200 nelson ave Building exterior	NA	250watt wall pack	NA	4	• 80W LED WP w/ PC	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Building exterior	NA	400 wat shoe box	NA	1	• 80W LED WP w/ PC	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Building exterior	NA	75Watt wall pack w/ pc	NA	1	• 30W LED Wall Pack w/ PC	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Office lobby	NA	4L T8 T	NA	5	• 4L 12W 4000K TLEDS	• 5	0	_____	
City of Neosho Public Works Facility 200 nelson ave Office lobby	NA	Exit Incandescent	NA	1	• Exitronix LED Combo	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Nate's office	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Reception	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Reception	NA	4L t5 wrap 54 watts	NA	1	• 4L 13.5W 5000K T5 Bypass TLEDS	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Conference room / map room	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Lady's room	NA	4L T8 T	NA	1	• 4L 12W 4000K TLEDS	• 1	0	_____	

Installation Checklist

200 Nelson Avenue, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Public Works Facility 200 nelson ave Hallway	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Bo office / storage	NA	4L T8 T	NA	7	• 4L 12W 4000K TLEDS	• 7	0	_____	
City of Neosho Public Works Facility 200 nelson ave Water Distrubution office	NA	4L T8 T	NA	8	• 4L 12W 4000K TLEDS	• 8	0	_____	
City of Neosho Public Works Facility 200 nelson ave Men restroom office closet	NA	4L T8 T	NA	9	• 4L 12W 4000K TLEDS	• 9	0	_____	
City of Neosho Public Works Facility 200 nelson ave Men restroom office closet	NA	Exit Incandescent	NA	2	• Exitronix LED Combo	• 2	0	_____	
City of Neosho Public Works Facility 200 nelson ave Break room	NA	4L T8 T	NA	22	• 4L 12W 4000K TLEDS	• 22	0	_____	
City of Neosho Public Works Facility 200 nelson ave Break room	NA	Exit Incandescent	NA	2	• Exitronix LED Combo	• 2	0	_____	
City of Neosho Public Works Facility 200 nelson ave Jeff's office	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Meter test room	NA	4L T8 T	NA	4	• 4L 12W 4000K TLEDS	• 4	0	_____	
City of Neosho Public Works Facility 200 nelson ave Parts room	NA	4L t5 wrap 54 watts	NA	7	• 4L 13.5W 5000K T5 Bypass TLEDS	• 7	0	_____	

Installation Checklist

200 Nelson Avenue, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Public Works Facility 200 nelson ave Shop hall way	NA	4L T8 T	NA	5	• 4L 12W 4000K TLEDS	• 5	0	_____	
City of Neosho Public Works Facility 200 nelson ave Shop hall way	NA	Exit Incandescent	NA	1	• Exitronix LED Combo	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Mike watts office	NA	2Lt8 4ft wraps	NA	2	• 2L 12W 4000K TLEDS	• 2	0	_____	
City of Neosho Public Works Facility 200 nelson ave Shop tool room	NA	4L t5 wrap 54 watts	NA	2	• 4L 13.5W 5000K T5 Bypass TLEDS	• 2	0	_____	
City of Neosho Public Works Facility 200 nelson ave Shop	NA	2Lt8 4ft wraps	NA	1	• 2L 12W 4000K TLEDS	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Shop	NA	Exit Incandescent	NA	1	• Exitronix LED Combo	• 1	0	_____	
City of Neosho Public Works Facility 200 nelson ave Shop	NA	6LT5HO HB	NA	15	• 150W UFO LED High Bay	• 15	0	_____	



City of Neosho Recycling Center LED Energy Savings Proposal

Prepared For

Nate Siler
4700 Howard Bush Drive
Neosho, MO 64850

Prepared By

BridgePoint Electric
Bill Callison
171 S. 122nd East Avenue
Tulsa, OK 74128
(918) 437-8395

**City of Neosho Recycling Center LED Energy
Savings Proposal**

4700 Howard Bush Drive, Neosho, MO 64850



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City of Neosho Recycling Center LED Energy
Savings Proposal

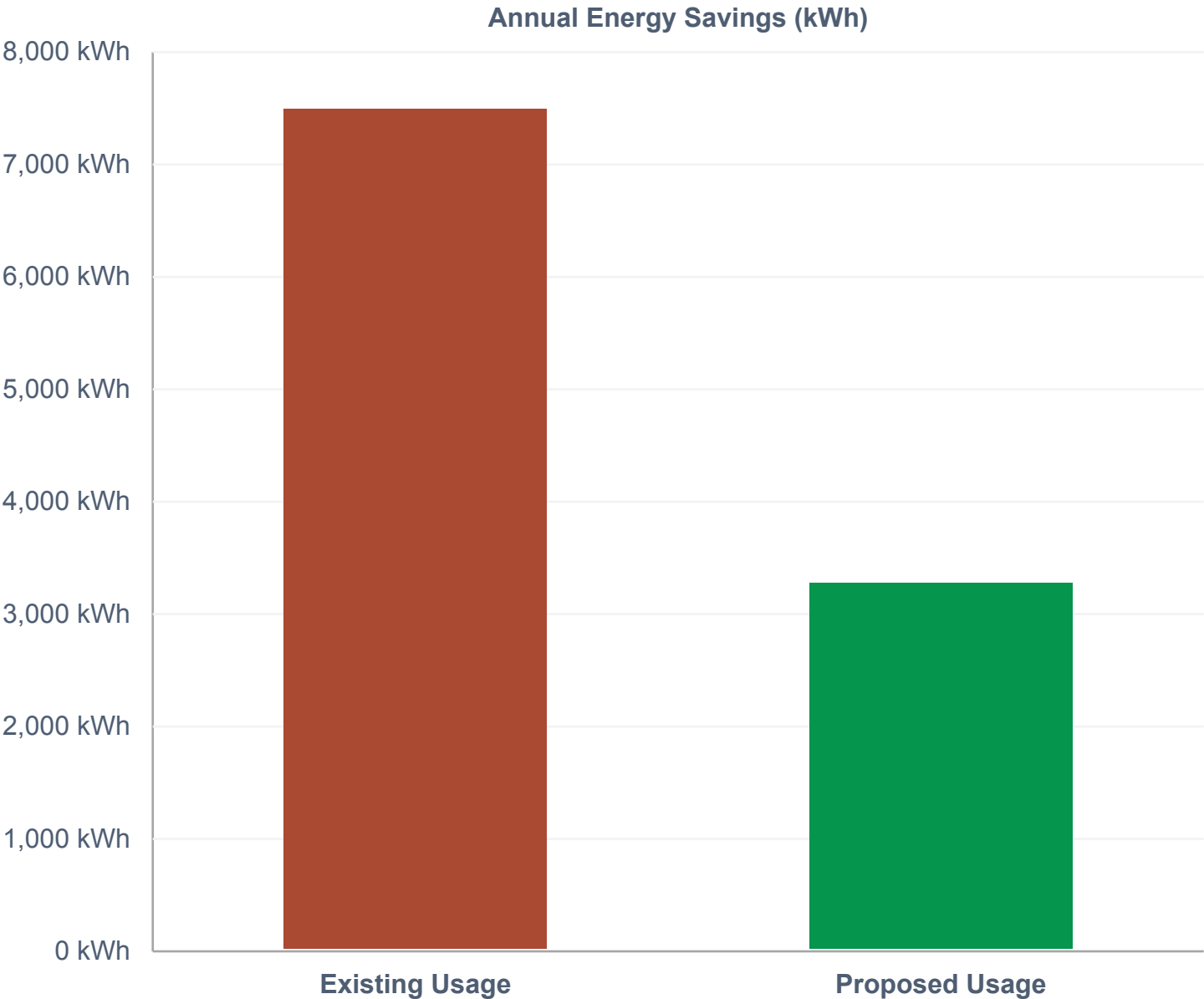
4700 Howard Bush Drive, Neosho, MO 64850



Annual Energy Savings Analysis

Lighting Energy Usage Savings

Existing	- Proposed	= Annual Savings
7,492 kWh	3,277 kWh	4,215 kWh



City of Neosho Recycling Center LED Energy
Savings Proposal

4700 Howard Bush Drive, Neosho, MO 64850



Environmental Impact Analysis

This project will reduce carbon emissions by approximately 3 metric tons each year, which is equal to the greenhouse gases produced by the following:



Miles driven by an average passenger vehicle.

6,920 miles



Gallons of gas consumed.

327 gallons



Pounds of coal burned.

3,122 pounds



Barrels of oil consumed.

7 barrels



Propane cylinders used for home barbeques.

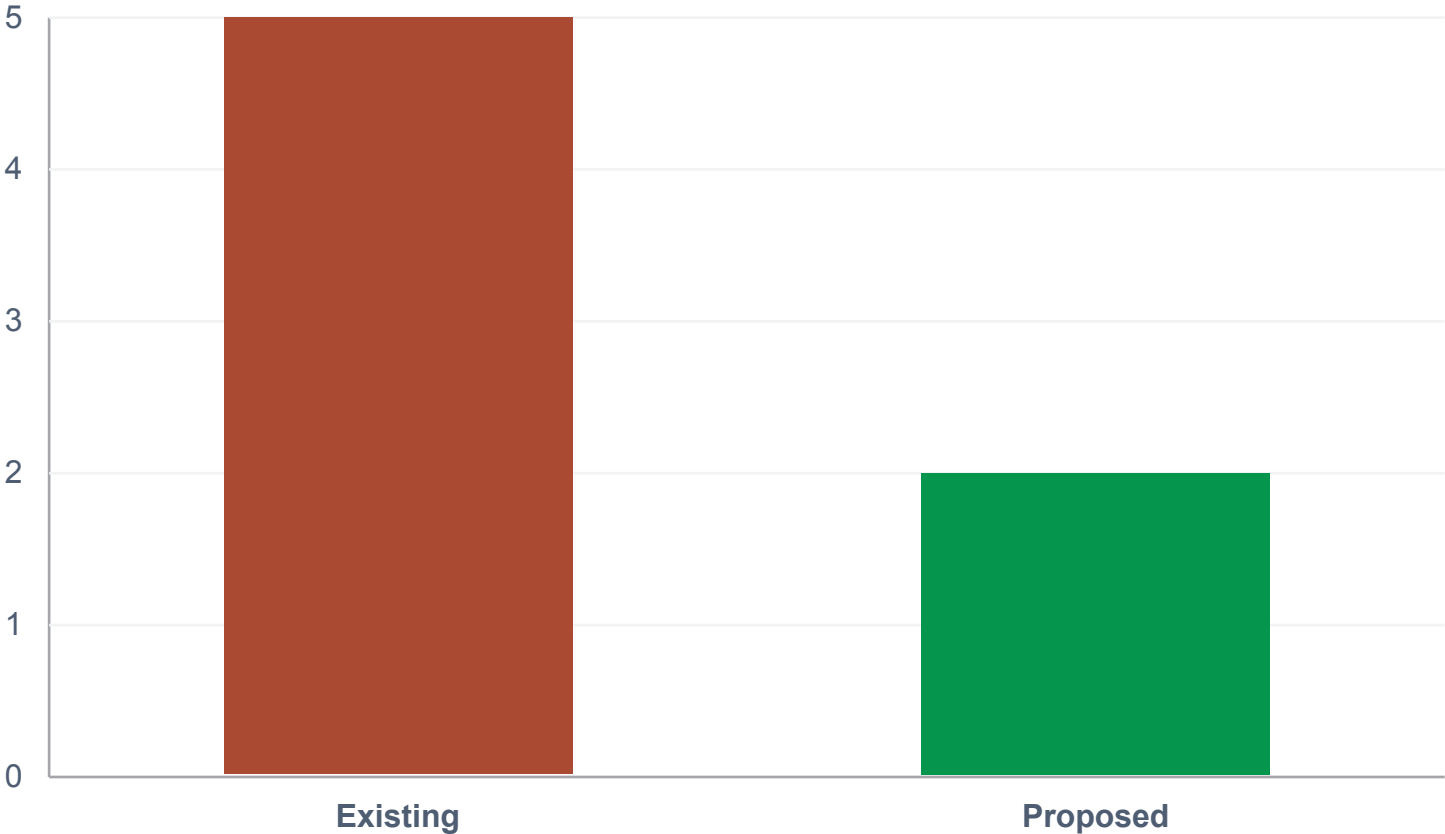
121 tanks



Pounds of waste sent to landfill.

2,083 pounds

Annual Carbon Dioxide Emissions (Metric Tons)



City of Neosho Recycling Center LED Energy
Savings Proposal

4700 Howard Bush Drive, Neosho, MO 64850



Estimate

Prepared For	Prepared By	Date
Nate Siler 4700 Howard Bush Drive Neosho, MO 64850	BridgePoint Electric Bill Callison 171 S. 122nd East Avenue Tulsa, OK 74128 (918) 437-8395	2/03/2023
Total Project Cost		\$3,453.87
- Estimated Incentive Rebates		\$2,763.10
Net Project Cost		\$690.77

Print Name for BridgePoint Electric	Authorized Signature for BridgePoint Electric
Print Name for Client	Authorized Signature for Client

Installation Checklist

4700 Howard Bush Drive, Neosho, MO 64850



Area	Image	Existing	Height	Qty	New	Qty	Total Install Qty	Installed?	Notes
City of Neosho Refuse 4700 Howard Bush Drive Building 1 exterior	NA	75 watt wallpack w pc	NA	4	• 30W LED Wall Pack w/ PC	• 4	0	_____	
City of Neosho Refuse 4700 Howard Bush Drive Building 1 exterior	NA	250watt wallpack w pc	NA	1	• 30W LED Wall Pack w/ PC	• 1	0	_____	
City of Neosho Refuse 4700 Howard Bush Drive Building 1 recycle area	NA	2L T12 8' Strip	NA	12	• 4L 18W 5000K TLEDS & Strip Retro Kit	• 12	0	_____	
City of Neosho Refuse 4700 Howard Bush Drive Building 1 office	NA	23watt CFL A lamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	
City of Neosho Refuse 4700 Howard Bush Drive Building 1 restroom	NA	23watt CFL A lamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	
City of Neosho Refuse 4700 Howard Bush Drive Building 1 breakroom	NA	23watt CFL A lamp	NA	2	• 9.5W 5000K LED A Lamp	• 2	0	_____	

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Celebrate Neosho update

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to bring council up to date on the planning for Celebrate Neosho and seek input on the continued planning.

BACKGROUND:

Celebrate Neosho is scheduled for Saturday June 24th. The proposal is to scale the event down from an all-day event last year and emphasize family activities and dining, culminating in the fireworks display in Morse Park.

RECOMMENDATION:

Staff recommends that the council allows the planning for the event to continue in the direction of the scaled down event.

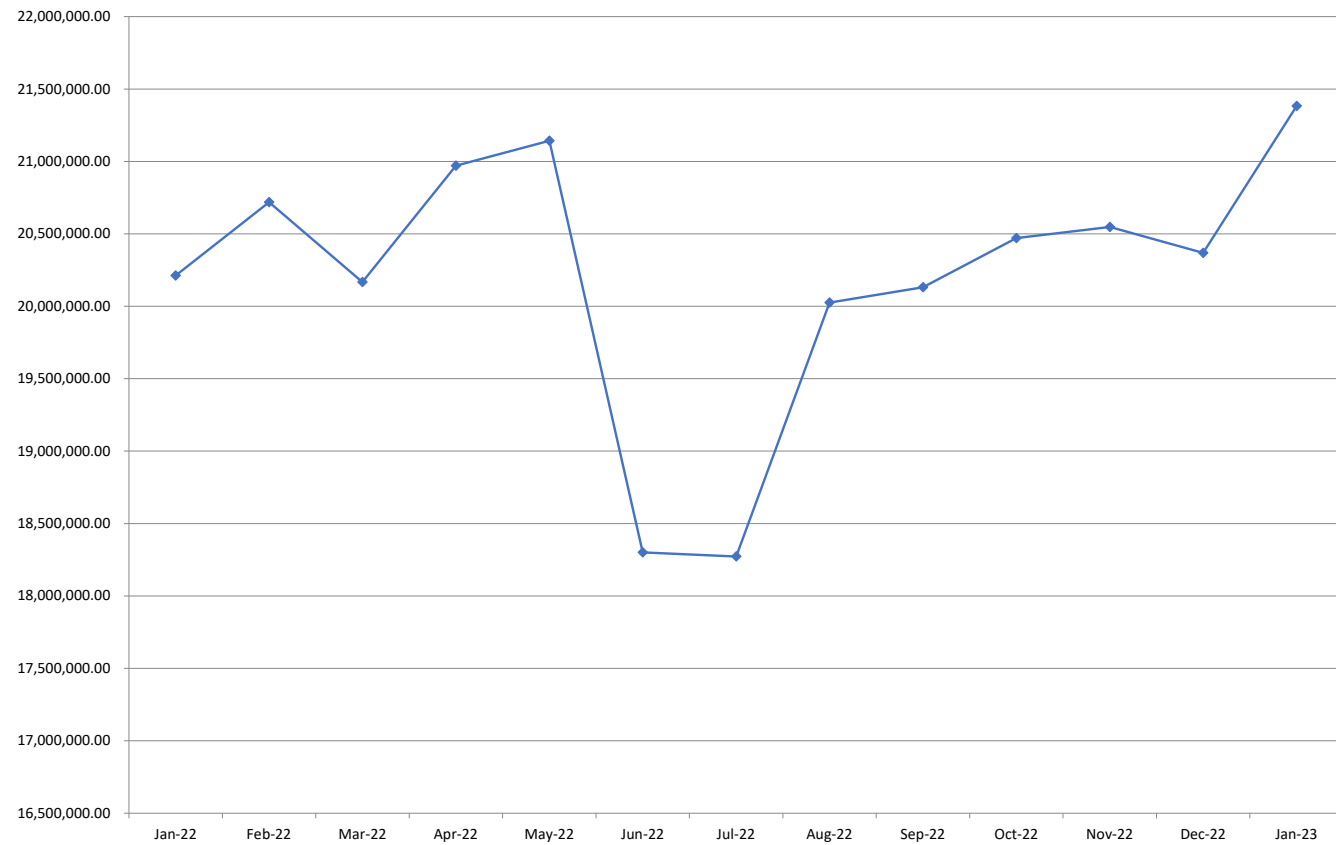
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
January 31, 2023

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 Checking - Interest Bearing	13,714,449.73	5,073,608.55	573,606.11	1,117,251.40	220,067.16	322,777.19	954,989.85	259,005.28	1,926,020.96	827,519.17	371,314.05	1,456,748.66
Public Safety			1,567,565.32	1,567,565.32										
Restricted			2,476,278.09	2,355,573.87			53,328.00						67,376.22	
Reward Donations														
I.O.O.F. Cemetery			(224,936.06)	(224,936.06)										
Cleaning Deposits			2,362.98	2,362.98										
Water Meter Deposits			63,536.11											63,536.11
Cash in Bank - PD	Commerce	Not Available for use - unless Checking - Interest Bearing	10,338.47	10,338.47										
Shop With A Cop			3,840.74											
D.A.R.E Program														
Hotel/Motel Tax			317,277.74											
Replacement reserves			883,328.00											883,328.00
Meter Replacement Reserv			441,332.25											441,332.25
W/WW Replacement Reserves			2,068,484.63											2,068,484.63
Sewer District 17 - Debt & Mtce			-											-
City Held Debt Service Reserves			2,866.42											
FEMA DR			55,601.24											
Total cash balances		Total cash on hand	21,382,325.66	8,784,513.13	573,606.11	1,117,251.40	273,395.16	322,777.19	954,989.85	259,005.28	1,926,020.96	827,519.17	438,690.27	4,913,429.65
Description of A	FEMA	Police Grant/Spec Rev					Hotel/Motel Tax	Transportation Grants	Community Dev Grants	TIF	Employee Insurance	Payroll Revolving	Debt Service Funds	Abbott/Morse Trusts
General Operations										593,118.91	(42,704.80)		15,779.09	45,348.15
City Held Debt Service Reserves													2,866.42	
D.A.R.E Program														
Shop With A Cop		3,840.74												
Police Grants														
Hotel/Motel Tax							317,277.74							
FEMA DR4250	25,573.84													
FEMA DR4317	30,027.40													
	55,601.24	3,840.74					317,277.74			593,118.91	(42,704.80)		18,645.51	45,348.15
Negative Funds	Negative Funds	Negative Funds	Negative Funds	(42,704.80)										
Net General Fund	Net General Fund	Net General Fund	Net General Fund	\$ 8,741,808.33										

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Total Cash	20,212,010.53	20,719,144.16	20,167,043.30	20,970,565.11	21,142,806.66	18,300,956.41	18,272,419.19	20,025,655.02	20,131,589.02	20,471,001.29	20,547,161.68	20,369,096.10	21,382,325.66
Days Cash on hand	301.45	309.01	300.78	312.76	315.33	272.95	272.52	298.67	300.25	305.31	306.45	303.79	318.90

Total Cash



General Ledger

Budget Status

User: lforest
 Printed: 2/15/2023 - 11:26 AM
 Period: 4, 2023



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 100	General Fund							
Dept 100-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
100-000-2500-000	Unearned Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
100-000-3305-120	Trns from Public Safety Fund	314,170.00	26,474.00	105,896.00	208,274.00	0.00	208,274.00	66.29
100-000-3305-144	Trns from Public Safety Fund	18,696.00	1,558.00	6,232.00	12,464.00	0.00	12,464.00	66.67
100-000-3306-000	Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000	Transfer fm Hotel/Motel Admin	2,831.00	236.00	944.00	1,887.00	0.00	1,887.00	66.65
100-000-3316-000	Transfer fm Street >Land	5,660.00	471.67	1,415.01	4,244.99	0.00	4,244.99	75.00
100-000-3355-000	Transfer to Gen Celebrate	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-000-3356-000	Transfer to Gen Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	R90 Sub Totals:	371,357.00	28,739.67	114,487.01	256,869.99	0.00	256,869.99	69.17
	Revenue Sub Totals:	371,357.00	28,739.67	114,487.01	256,869.99	0.00	256,869.99	69.17
E90	TRANSFERS OUT							
100-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000	Transfer to Fire Dept	324,883.00	27,074.00	108,296.00	216,587.00	0.00	216,587.00	66.67
100-000-3205-120	Trns to Police Department	314,170.00	26,474.00	105,896.00	208,274.00	0.00	208,274.00	66.29
100-000-3205-144	Trns to Emergency Mgmt	18,696.00	1,558.00	6,232.00	12,464.00	0.00	12,464.00	66.67
100-000-3206-000	Transfer to ARPA	841,420.00	0.00	0.00	841,420.00	0.00	841,420.00	100.00
100-000-3206-170	Transfer to Drainage	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
100-000-3224-000	Transfer to Police Grants	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
100-000-3230-000	Transfer to Fire fm General	1,293,160.00	107,763.00	430,212.00	862,948.00	0.00	862,948.00	66.73
100-000-3240-000	Transfer to GC fm General	290,400.00	0.00	0.00	290,400.00	0.00	290,400.00	100.00
100-000-3243-000	Transfer to Parks Department	470,500.00	0.00	0.00	470,500.00	0.00	470,500.00	100.00
100-000-3285-111	Trns to Capital Impr/Purch	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-000-3285-112	Trns to Capital Improvement	250,000.00	-8,593.40	0.00	250,000.00	0.00	250,000.00	100.00
100-000-3285-115	Trns to Capital Impr/Purch	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3285-118	Trns to Capital Improvement	114,000.00	1,669.20	1,669.20	112,330.80	0.00	112,330.80	98.54
100-000-3285-120	Trns to Capital Improvement	314,052.00	15,258.99	56,703.08	257,348.92	0.00	257,348.92	81.94
100-000-3285-160	Trns to Capital Improvement	445,290.00	0.00	36,900.49	408,389.51	0.00	408,389.51	91.71

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3285-204	Trns to Capital Impr/Purch	130,277.00	20,000.00	68,379.87	61,897.13	0.00	61,897.13	47.51
	E90 Sub Totals:	5,620,759.00	191,203.79	814,288.64	4,806,470.36	0.00	4,806,470.36	85.51
	Expense Sub Totals:	5,620,759.00	191,203.79	814,288.64	4,806,470.36	0.00	4,806,470.36	85.51
	Dept 000 Sub Totals:	5,249,402.00	162,464.12	699,801.63	4,549,600.37	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	426,000.00	396,772.36	484,154.93	-58,154.93	0.00	-58,154.93	0.00
100-110-4020-110	Financial Institution Tax	300.00	0.00	80.66	219.34	0.00	219.34	73.11
100-110-4030-110	1-Cent City Sales Tax	2,753,336.00	287,789.83	1,185,080.52	1,568,255.48	0.00	1,568,255.48	56.96
100-110-4050-110	Cigarette Tax	54,200.00	4,652.00	16,526.84	37,673.16	0.00	37,673.16	69.51
100-110-4130-110	Franchises	673,000.00	89,868.53	274,394.50	398,605.50	0.00	398,605.50	59.23
	R01 Sub Totals:	3,906,836.00	779,082.72	1,960,237.45	1,946,598.55	0.00	1,946,598.55	49.83
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	33,200.00	2,095.25	14,025.59	19,174.41	0.00	19,174.41	57.75
	R02 Sub Totals:	33,200.00	2,095.25	14,025.59	19,174.41	0.00	19,174.41	57.75
R03	INTER-GOVERNMENTAL							
100-110-4201-110	CARES/ARPA	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							
100-110-4700-110	Interest Earned-General Fund	8,500.00	2,646.54	9,893.37	-1,393.37	0.00	-1,393.37	0.00
100-110-4760-110	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4820-110	General Admin Sale of Property	0.00	0.00	64.10	-64.10	0.00	-64.10	0.00
	R06 Sub Totals:	8,500.00	2,646.54	9,957.47	-1,457.47	0.00	-1,457.47	0.00
R07	OTHER INCOME							
100-110-4800-110	General Admin Miscellaneous	0.00	74.06	74.06	-74.06	0.00	-74.06	0.00
	R07 Sub Totals:	0.00	74.06	74.06	-74.06	0.00	-74.06	0.00
	Revenue Sub Totals:	3,948,536.00	783,898.57	1,984,294.57	1,964,241.43	0.00	1,964,241.43	49.75
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	238,204.00	19,190.93	85,256.07	152,947.93	0.00	152,947.93	64.21
100-110-5020-110	General Admin Overtime	2,000.00	117.51	1,145.07	854.93	0.00	854.93	42.75
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	750.00	3,750.00	0.00	3,750.00	83.33
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	18,720.00	1,412.86	6,416.18	12,303.82	0.00	12,303.82	65.73
100-110-5180-110	General Admin Retirement	12,725.00	977.75	4,449.66	8,275.34	0.00	8,275.34	65.03

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-110-5190-110	General Admin Health Insurance	35,423.00	2,464.64	9,542.37	25,880.63	0.00	25,880.63	73.06
100-110-5210-110	General Admin Workers Comp.	10,719.00	0.00	0.00	10,719.00	0.00	10,719.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	2,905.00	0.00	0.00	2,905.00	0.00	2,905.00	100.00
100-110-5380-110	Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	325,196.00	24,163.69	107,559.35	217,636.65	0.00	217,636.65	66.92
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	93,920.00	1,004.22	8,926.16	84,993.84	0.00	84,993.84	90.50
100-110-5290-110	County Collector Fees	17,040.00	13,900.87	16,711.12	328.88	0.00	328.88	1.93
100-110-5300-110	General Admin Ins. & Bonds	14,337.00	0.00	0.00	14,337.00	0.00	14,337.00	100.00
100-110-5330-110	General Admin Equipment Maint.	1,500.00	0.00	381.22	1,118.78	0.00	1,118.78	74.59
100-110-5530-110	General Admin Fuels/Lubricants	500.00	35.04	145.62	354.38	0.00	354.38	70.88
100-110-5590-110	General Admin Gen. Supplies	18,340.00	2,429.10	25,024.77	-6,684.77	0.00	-6,684.77	0.00
100-110-5700-110	General Admin Comp., Software	1,873.00	0.00	0.00	1,873.00	0.00	1,873.00	100.00
	E20 Sub Totals:	147,510.00	17,369.23	51,188.89	96,321.11	0.00	96,321.11	65.30
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	1,000.00	70.76	216.44	783.56	0.00	783.56	78.36
100-110-5272-110	Investment Acct. Bank Fees	1,200.00	99.04	387.68	812.32	0.00	812.32	67.69
	E25 Sub Totals:	2,200.00	169.80	604.12	1,595.88	0.00	1,595.88	72.54
	Expense Sub Totals:	474,906.00	41,702.72	159,352.36	315,553.64	0.00	315,553.64	66.45
	Dept 110 Sub Totals:	-3,473,630.00	-742,195.85	-1,824,942.21	-1,648,687.79	0.00		
Dept 100-111 R04	CHARGES FOR SERVICES							
100-111-4800-111	City Clerk Miscellaneous	0.00	0.00	7.50	-7.50	0.00	-7.50	0.00
	R04 Sub Totals:	0.00	0.00	7.50	-7.50	0.00	-7.50	0.00
	Revenue Sub Totals:	0.00	0.00	7.50	-7.50	0.00	-7.50	0.00
E10	PERSONNEL							
100-111-5010-111	Clerk Salaries	52,302.00	3,864.74	17,759.39	34,542.61	0.00	34,542.61	66.04
100-111-5030-111	Clerk Part Time	2,100.00	175.00	595.00	1,505.00	0.00	1,505.00	71.67
100-111-5170-111	Clerk Social Security	4,162.00	284.47	1,302.85	2,859.15	0.00	2,859.15	68.70
100-111-5180-111	Clerk Retirement	2,720.00	200.96	923.46	1,796.54	0.00	1,796.54	66.05
100-111-5190-111	Clerk Health Insurance	6,043.00	541.12	2,163.29	3,879.71	0.00	3,879.71	64.20
100-111-5210-111	Clerk Workers Compensation	2,383.00	0.00	0.00	2,383.00	0.00	2,383.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	10,941.00	665.00	3,293.31	7,647.69	0.00	7,647.69	69.90
	E10 Sub Totals:	80,651.00	5,731.29	26,037.30	54,613.70	0.00	54,613.70	67.72
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-111-5260-111	Clerk Professional Services	7,230.00	351.86	1,034.08	6,195.92	0.00	6,195.92	85.70
100-111-5300-111	Clerk Insurance & Bonds	650.00	102.00	277.00	373.00	0.00	373.00	57.38
100-111-5430-111	Clerk Elections	10,000.00	0.00	96.00	9,904.00	0.00	9,904.00	99.04
100-111-5590-111	Clerk General Supplies	920.00	0.00	110.23	809.77	0.00	809.77	88.02
100-111-5700-111	Clerk Comp., Software	17,609.00	0.00	17,589.20	19.80	0.00	19.80	0.11
	E20 Sub Totals:	36,409.00	453.86	19,106.51	17,302.49	0.00	17,302.49	47.52
	Expense Sub Totals:	117,060.00	6,185.15	45,143.81	71,916.19	0.00	71,916.19	61.44
	Dept 111 Sub Totals:	117,060.00	6,185.15	45,136.31	71,923.69	0.00		
Dept 100-113 R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	110.00	170.00	7,830.00	0.00	7,830.00	97.88
100-113-4471-755	Celebrate Race Fees	2,200.00	0.00	0.00	2,200.00	0.00	2,200.00	100.00
	R06 Sub Totals:	10,200.00	110.00	170.00	10,030.00	0.00	10,030.00	98.33
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	0.00	275.00	-275.00	0.00	-275.00	0.00
	R08 Sub Totals:	0.00	0.00	275.00	-275.00	0.00	-275.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
100-113-4990-756	Fall Festival Sponsorships	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
	R87 Sub Totals:	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
	Revenue Sub Totals:	22,200.00	110.00	445.00	21,755.00	0.00	21,755.00	98.00
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	23,200.00	0.00	0.00	23,200.00	0.00	23,200.00	100.00
100-113-6530-756	Fall Festival Expenses	29,000.00	0.00	2,578.78	26,421.22	0.00	26,421.22	91.11
	E20 Sub Totals:	52,200.00	0.00	2,578.78	49,621.22	0.00	49,621.22	95.06
	Expense Sub Totals:	52,200.00	0.00	2,578.78	49,621.22	0.00	49,621.22	95.06
	Dept 113 Sub Totals:	30,000.00	-110.00	2,133.78	27,866.22	0.00		
Dept 100-115 R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	90,400.00	12,403.71	54,914.14	35,485.86	0.00	35,485.86	39.25
100-115-4770-115	Planning & Zoning Fees	3,000.00	13.00	263.00	2,737.00	0.00	2,737.00	91.23

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R03 100-115-4200-708	R02 Sub Totals:	93,400.00	12,416.71	55,177.14	38,222.86	0.00	38,222.86	40.92
	INTER-GOVERNMENTAL							
	CDBG Grant Revenue	81,894.00	0.00	0.00	81,894.00	0.00	81,894.00	100.00
R06 100-115-4820-115	R03 Sub Totals:	81,894.00	0.00	0.00	81,894.00	0.00	81,894.00	100.00
	REVENUE FROM USE OF ASSET							
	Sale of Dev. Service Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07 100-115-4800-115	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	OTHER INCOME							
	Code Enforcement Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10 100-115-5010-115 100-115-5020-115 100-115-5070-115 100-115-5170-115 100-115-5180-115 100-115-5190-115 100-115-5210-115 100-115-5360-115 100-115-5380-115	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	175,294.00	12,416.71	55,177.14	120,116.86	0.00	120,116.86	68.52
	PERSONNEL							
	Bldg/Inspection Salaries	133,132.00	10,353.15	45,744.44	87,387.56	0.00	87,387.56	65.64
	Bldg/Inspection Overtime	1,000.00	0.00	641.93	358.07	0.00	358.07	35.81
	Availability Allowance	1,080.00	90.00	360.00	720.00	0.00	720.00	66.67
	Bldg/Inspection Social Sec.	10,262.00	790.51	3,535.72	6,726.28	0.00	6,726.28	65.55
	Bldg/Inspection Retirement	6,975.00	543.04	2,426.12	4,548.88	0.00	4,548.88	65.22
	Bldg/Inspection Health Ins.	22,659.00	1,799.76	7,186.66	15,472.34	0.00	15,472.34	68.28
	Bldg/Inspection Workers Comp.	5,875.00	0.00	0.00	5,875.00	0.00	5,875.00	100.00
	Bldg/Inspection Mem/Train/Trvl	3,200.00	0.00	0.00	3,200.00	0.00	3,200.00	100.00
	Bldg/Inspection Uniforms	700.00	0.00	219.97	480.03	0.00	480.03	68.58
E20 100-115-5260-115 100-115-5270-115 100-115-5300-115 100-115-5330-115 100-115-5530-115 100-115-5590-115	E10 Sub Totals:	184,883.00	13,576.46	60,114.84	124,768.16	0.00	124,768.16	67.48
	OPERATING COSTS							
	Bldg/Inspection Prof. Services	144,264.00	161.11	-2,346.22	146,610.22	0.00	146,610.22	101.63
	Credit Card Fees	1,000.00	11.98	24.55	975.45	0.00	975.45	97.55
	Bldg/Inspection Ins. & Bonds	280.00	0.00	0.00	280.00	0.00	280.00	100.00
	Bldg/Inspection Equip Maint.	1,500.00	14.03	182.08	1,317.92	0.00	1,317.92	87.86
	Bldg/Inspection Fuels	3,500.00	68.14	520.17	2,979.83	0.00	2,979.83	85.14
	Bldg/Inspection Gen. Supplies	700.00	79.10	2,595.69	-1,895.69	0.00	-1,895.69	0.00
Dept 100-118 R03	E20 Sub Totals:	151,244.00	334.36	976.27	150,267.73	0.00	150,267.73	99.35
	Expense Sub Totals:	336,127.00	13,910.82	61,091.11	275,035.89	0.00	275,035.89	81.82
	Dept 115 Sub Totals:	160,833.00	1,494.11	5,913.97	154,919.03	0.00		
	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-118-4200-118	Region M Grant	68,833.00	0.00	22,782.29	46,050.71	0.00	46,050.71	66.90
	R03 Sub Totals:	68,833.00	0.00	22,782.29	46,050.71	0.00	46,050.71	66.90
R06	REVENUE FROM USE OF ASSET							
100-118-4760-118	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-4820-118	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-118-4800-118	Recycle Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-118-4420-118	Recycle Center Sales	25,400.00	0.00	5,151.75	20,248.25	0.00	20,248.25	79.72
	R08 Sub Totals:	25,400.00	0.00	5,151.75	20,248.25	0.00	20,248.25	79.72
	Revenue Sub Totals:	94,233.00	0.00	27,934.04	66,298.96	0.00	66,298.96	70.36
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	88,079.00	6,775.23	29,156.47	58,922.53	0.00	58,922.53	66.90
100-118-5020-118	Recycle Center Overtime	1,000.00	0.00	24.47	975.53	0.00	975.53	97.55
100-118-5030-118	Recycle Center Part Time	0.00	0.00	602.10	-602.10	0.00	-602.10	0.00
100-118-5170-118	Recycle Center Social Sec.	6,815.00	517.87	2,276.65	4,538.35	0.00	4,538.35	66.59
100-118-5180-118	Recycle Center Retirement	4,633.00	247.30	1,097.36	3,535.64	0.00	3,535.64	76.31
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,799.76	5,399.36	17,259.64	0.00	17,259.64	76.17
100-118-5210-118	Recycle Center Workers Comp	3,902.00	0.00	0.00	3,902.00	0.00	3,902.00	100.00
100-118-5360-118	Recycle Center Memb/Train/Trvl	0.00	0.00	18.00	-18.00	0.00	-18.00	0.00
100-118-5380-118	Recycle Center Uniforms	1,600.00	234.48	1,205.25	394.75	0.00	394.75	24.67
	E10 Sub Totals:	128,688.00	9,574.64	39,779.66	88,908.34	0.00	88,908.34	69.09
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	55.59	111.18	1,172.82	0.00	1,172.82	91.34
100-118-5265-118	Shipping/Disposal	5,000.00	0.00	595.00	4,405.00	0.00	4,405.00	88.10
100-118-5300-118	Recycle Center Ins. & Bonds	1,997.00	0.00	0.00	1,997.00	0.00	1,997.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-118-5330-118	Recycle Center Equipment Maint	2,000.00	14.66	25.04	1,974.96	0.00	1,974.96	98.75
100-118-5530-118	Recycle Center Fuels	1,800.00	54.33	250.38	1,549.62	0.00	1,549.62	86.09
100-118-5590-118	Recycle Center Gen. Supplies	1,500.00	0.00	184.70	1,315.30	0.00	1,315.30	87.69
100-118-5700-118	Recycle Comp., Software	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
100-118-6300-118	Recycle Center Electricity	1,784.00	0.00	345.82	1,438.18	0.00	1,438.18	80.62
100-118-6310-118	Recycle Center Heating Fuels	1,125.00	406.72	696.08	428.92	0.00	428.92	38.13
100-118-6350-118	Recycle Center Phones	4,908.00	352.47	1,582.32	3,325.68	0.00	3,325.68	67.76

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	23,898.00	883.77	3,790.52	20,107.48	0.00	20,107.48	84.14
	Expense Sub Totals:	152,586.00	10,458.41	43,570.18	109,015.82	0.00	109,015.82	71.45
	Dept 118 Sub Totals:	58,353.00	10,458.41	15,636.14	42,716.86	0.00		
Dept 100-120	TAXES							
R01	Sanitation Enforcement	85,000.00	24,073.58	54,972.68	30,027.32	0.00	30,027.32	35.33
100-120-4130-120	R01 Sub Totals:	85,000.00	24,073.58	54,972.68	30,027.32	0.00	30,027.32	35.33
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	0.00	40.00	460.00	0.00	460.00	92.00
	R02 Sub Totals:	500.00	0.00	40.00	460.00	0.00	460.00	92.00
R03	INTER-GOVERNMENTAL							
100-120-4200-120	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4205-120	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-120	School Resource Ofcr	109,581.00	14,709.08	44,845.41	64,735.59	0.00	64,735.59	59.08
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:	109,581.00	14,709.08	44,845.41	64,735.59	0.00	64,735.59	59.08
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	17,892.39	63,569.57	186,430.43	0.00	186,430.43	74.57
100-120-4610-120	Police Training Fees	2,000.00	319.00	1,275.00	725.00	0.00	725.00	36.25
100-120-4620-120	C. Victim's Compensation	400.00	57.82	235.54	164.46	0.00	164.46	41.12
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	6,000.00	249.00	1,799.75	4,200.25	0.00	4,200.25	70.00
	R05 Sub Totals:	258,400.00	18,518.21	66,879.86	191,520.14	0.00	191,520.14	74.12
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	0.00	0.00	36,371.50	-36,371.50	0.00	-36,371.50	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	36,371.50	-36,371.50	0.00	-36,371.50	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	44.80	2,395.44	-235.44	0.00	-235.44	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	2,160.00	44.80	2,395.44	-235.44	0.00	-235.44	0.00
R87	DONATIONS							
100-120-4990-120	Police Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4992-120	Donated Rewards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	459,641.00	57,345.67	205,504.89	254,136.11	0.00	254,136.11	55.29
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,340,924.00	94,308.76	429,916.33	911,007.67	0.00	911,007.67	67.94
100-120-5020-120	Police Dept Overtime	93,000.00	16,213.43	45,015.22	47,984.78	0.00	47,984.78	51.60
100-120-5030-120	Police Dept Part Time	10,224.00	625.75	2,270.50	7,953.50	0.00	7,953.50	77.79
100-120-5070-120	Availability Allowance	3,600.00	240.00	1,035.00	2,565.00	0.00	2,565.00	71.25
100-120-5170-120	Police Dept Social Security	110,478.00	8,179.23	35,120.85	75,357.15	0.00	75,357.15	68.21
100-120-5180-120	Police Dept Retirement	110,413.00	7,229.92	31,001.40	79,411.60	0.00	79,411.60	71.92
100-120-5190-120	Police Dept Health Insurance	219,028.00	15,696.14	62,598.96	156,429.04	0.00	156,429.04	71.42
100-120-5210-120	Police Dept Workers Comp.	63,254.00	0.00	0.00	63,254.00	0.00	63,254.00	100.00
100-120-5360-120	Police Dept Member/Train/Trvl	20,300.00	565.00	5,845.73	14,454.27	0.00	14,454.27	71.20
100-120-5361-120	AcademyTraining	17,000.00	0.00	10,590.56	6,409.44	0.00	6,409.44	37.70
100-120-5380-120	Police Dept Uniforms	19,000.00	3,201.57	6,708.96	12,291.04	0.00	12,291.04	64.69
	E10 Sub Totals:	2,007,221.00	146,259.80	630,103.51	1,377,117.49	0.00	1,377,117.49	68.61
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	47,591.00	3,359.91	16,055.42	31,535.58	0.00	31,535.58	66.26
100-120-5300-120	Police Dept Insurance & Bonds	10,426.00	0.00	0.00	10,426.00	0.00	10,426.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,000.00	209.00	491.80	6,508.20	0.00	6,508.20	92.97
100-120-5330-120	Police Dept Equipment Maint	30,000.00	1,212.13	10,316.35	19,683.65	0.00	19,683.65	65.61
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	2,160.00	9,585.00	30,415.00	0.00	30,415.00	76.04
100-120-5500-120	Investigation Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-5530-120	Police Dept Fuels/Lubricants	70,000.00	3,304.12	16,611.56	53,388.44	0.00	53,388.44	76.27
100-120-5540-120	Police Dept Chemicals	250.00	0.00	0.00	250.00	0.00	250.00	100.00
100-120-5590-120	Police Dept General Supplies	11,000.00	1,396.49	2,162.40	8,837.60	0.00	8,837.60	80.34
100-120-5590-122	ACO General Supplies	15,000.00	0.00	2,597.76	12,402.24	0.00	12,402.24	82.68
100-120-5700-120	Police Dept Comp., Software	13,315.00	89.99	689.64	12,625.36	0.00	12,625.36	94.82
100-120-6300-120	Police Dept Electricity	12,497.00	0.00	1,588.07	10,908.93	0.00	10,908.93	87.29
100-120-6350-120	Police Dept Phones	14,400.00	704.94	4,310.88	10,089.12	0.00	10,089.12	70.06
100-120-6390-120	Police Dept Minor Equipment	12,065.00	3,519.05	11,259.09	805.91	0.00	805.91	6.68
	E20 Sub Totals:	285,544.00	15,955.63	75,667.97	209,876.03	0.00	209,876.03	73.50
E30	CAPITAL OUTLAY							
100-120-6380-120	Lease Purchase Payments	55,453.00	0.00	55,117.28	335.72	0.00	335.72	0.61

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E30 Sub Totals:	55,453.00	0.00	55,117.28	335.72	0.00	335.72	0.61
	Expense Sub Totals:	2,348,218.00	162,215.43	760,888.76	1,587,329.24	0.00	1,587,329.24	67.60
	Dept 120 Sub Totals:	1,888,577.00	104,869.76	555,383.87	1,333,193.13	0.00		
Dept 100-125 R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	1,727.57	7,012.60	8,987.40	0.00	8,987.40	56.17
100-125-4611-125	Court Clerk Training Fees	1,200.00	155.19	641.54	558.46	0.00	558.46	46.54
	R05 Sub Totals:	17,200.00	1,882.76	7,654.14	9,545.86	0.00	9,545.86	55.50
	Revenue Sub Totals:	17,200.00	1,882.76	7,654.14	9,545.86	0.00	9,545.86	55.50
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	101,556.00	7,834.84	34,834.69	66,721.31	0.00	66,721.31	65.70
100-125-5020-125	Municipal Court Overtime	1,800.00	0.00	47.65	1,752.35	0.00	1,752.35	97.35
100-125-5170-125	Municipal Court Social Secur.	7,907.00	493.06	2,243.27	5,663.73	0.00	5,663.73	71.63
100-125-5180-125	Municipal Court Retirement	5,375.00	407.42	1,813.93	3,561.07	0.00	3,561.07	66.25
100-125-5190-125	Municipal Court Health Ins.	22,659.00	2,005.72	7,573.48	15,085.52	0.00	15,085.52	66.58
100-125-5210-125	Municipal Court Workers Comp.	4,527.00	0.00	0.00	4,527.00	0.00	4,527.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,220.00	0.00	138.00	2,082.00	0.00	2,082.00	93.78
	E10 Sub Totals:	146,044.00	10,741.04	46,651.02	99,392.98	0.00	99,392.98	68.06
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	3,000.00	436.18	1,284.95	1,715.05	0.00	1,715.05	57.17
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	302.50	954.50	2,645.50	0.00	2,645.50	73.49
100-125-5330-125	Municipal Court Equip. Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-125-5590-125	Municipal Court Gen Supplies	2,600.00	0.00	436.65	2,163.35	0.00	2,163.35	83.21
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	0.00	0.00	1,454.00	0.00	1,454.00	100.00
100-125-6350-125	Municipal Court Phones	1,200.00	100.00	400.00	800.00	0.00	800.00	66.67
	E20 Sub Totals:	13,854.00	838.68	3,076.10	10,777.90	0.00	10,777.90	77.80
	Expense Sub Totals:	159,898.00	11,579.72	49,727.12	110,170.88	0.00	110,170.88	68.90
	Dept 125 Sub Totals:	142,698.00	9,696.96	42,072.98	100,625.02	0.00		
Dept 100-141 R06	REVENUE FROM USE OF ASSET							
100-141-4820-141	Sale of IT Property	0.00	0.00	115.39	-115.39	0.00	-115.39	0.00
	R06 Sub Totals:	0.00	0.00	115.39	-115.39	0.00	-115.39	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	0.00	115.39	-115.39	0.00	-115.39	0.00
E10	PERSONNEL							
100-141-5010-141	IT Salaries	31,800.00	2,434.61	10,880.32	20,919.68	0.00	20,919.68	65.79
100-141-5020-141	IT Overtime	200.00	34.40	91.73	108.27	0.00	108.27	54.14
100-141-5070-141	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
100-141-5170-141	IT Social Security	2,448.00	187.70	834.63	1,613.37	0.00	1,613.37	65.91
100-141-5180-141	IT Retirement	1,664.00	129.94	576.79	1,087.21	0.00	1,087.21	65.34
100-141-5190-141	IT Health Insurance	7,553.00	599.92	2,399.72	5,153.28	0.00	5,153.28	68.23
100-141-5210-141	IT Workers Compensation	1,402.00	0.00	0.00	1,402.00	0.00	1,402.00	100.00
100-141-5360-141	IT Membership/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	E10 Sub Totals:	46,927.00	3,416.57	14,903.19	32,023.81	0.00	32,023.81	68.24
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	48,410.00	2,150.45	13,628.05	34,781.95	0.00	34,781.95	71.85
100-141-5590-141	IT General Supplies	260.00	0.00	0.00	260.00	0.00	260.00	100.00
100-141-5700-141	IT Computers, Software, Etc.	980.00	0.00	0.00	980.00	0.00	980.00	100.00
	E20 Sub Totals:	49,650.00	2,150.45	13,628.05	36,021.95	0.00	36,021.95	72.55
	Expense Sub Totals:	96,577.00	5,567.02	28,531.24	68,045.76	0.00	68,045.76	70.46
	Dept 141 Sub Totals:	96,577.00	5,567.02	28,415.85	68,161.15	0.00		
Dept 100-143								
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	3,000.00	206.95	852.73	2,147.27	0.00	2,147.27	71.58
100-143-5590-143	Fleet Maint. General Supplies	2,000.00	0.00	241.38	1,758.62	0.00	1,758.62	87.93
100-143-6390-143	Fleet Mtce Minor Equipment	3,000.00	81.75	596.89	2,403.11	0.00	2,403.11	80.10
	E20 Sub Totals:	8,000.00	288.70	1,691.00	6,309.00	0.00	6,309.00	78.86
	Expense Sub Totals:	8,000.00	288.70	1,691.00	6,309.00	0.00	6,309.00	78.86
	Dept 143 Sub Totals:	8,000.00	288.70	1,691.00	6,309.00	0.00		
Dept 100-144								
E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	12,324.00	0.00	12,276.00	48.00	0.00	48.00	0.39
100-144-5300-144	Emergency Mgmt Ins. & Bonds	3,300.00	0.00	0.00	3,300.00	0.00	3,300.00	100.00
100-144-5330-144	Emergency Mgmt Equip. Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-144-6300-144	Emergency Mgmt Electricity	3,072.00	0.00	511.92	2,560.08	0.00	2,560.08	83.34
	E20 Sub Totals:	18,696.00	0.00	12,787.92	5,908.08	0.00	5,908.08	31.60

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	18,696.00	0.00	12,787.92	5,908.08	0.00	5,908.08	31.60
	Dept 144 Sub Totals:	18,696.00	0.00	12,787.92	5,908.08	0.00		
Dept 100-145	PERSONNEL							
E10	Human Resources Salaries	57,639.00	4,433.74	19,653.96	37,985.04	0.00	37,985.04	65.90
100-145-5010-145	Human Resources Social Secur.	4,410.00	301.84	1,354.16	3,055.84	0.00	3,055.84	69.29
100-145-5180-145	Human Resources Retirement	2,998.00	230.56	1,022.03	1,975.97	0.00	1,975.97	65.91
100-145-5190-145	Human Resources Health Ins.	7,553.00	676.38	2,487.50	5,065.50	0.00	5,065.50	67.07
100-145-5210-145	Human Resources Workers Comp.	2,525.00	0.00	0.00	2,525.00	0.00	2,525.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	6,350.00	0.00	406.40	5,943.60	0.00	5,943.60	93.60
	E10 Sub Totals:	81,475.00	5,642.52	24,924.05	56,550.95	0.00	56,550.95	69.41
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,735.00	371.17	1,156.36	2,578.64	0.00	2,578.64	69.04
100-145-5590-145	Human Resources GenSupplies	5,400.00	-185.23	5.09	5,394.91	0.00	5,394.91	99.91
100-145-5700-145	HR Computer/Software	2,000.00	0.00	175.69	1,824.31	0.00	1,824.31	91.22
	E20 Sub Totals:	11,135.00	185.94	1,337.14	9,797.86	0.00	9,797.86	87.99
	Expense Sub Totals:	92,610.00	5,828.46	26,261.19	66,348.81	0.00	66,348.81	71.64
	Dept 145 Sub Totals:	92,610.00	5,828.46	26,261.19	66,348.81	0.00		
Dept 100-160	INTER-GOVERNMENTAL							
R03	Grant Revenue	120,000.00	0.00	20,113.00	99,887.00	0.00	99,887.00	83.24
100-160-4200-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	120,000.00	0.00	20,113.00	99,887.00	0.00	99,887.00	83.24
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	6,271.54	8,271.54	13,728.46	0.00	13,728.46	62.40
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	2,425.02	7,274.98	0.00	7,274.98	75.00
100-160-4500-160	Airport Hangar Rentals	60,120.00	7,775.00	24,359.00	35,761.00	0.00	35,761.00	59.48
100-160-4820-160	Airport Sale of Property	30,000.00	0.00	-2,000.00	32,000.00	0.00	32,000.00	106.67
	R06 Sub Totals:	121,820.00	14,854.88	33,055.56	88,764.44	0.00	88,764.44	72.87
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	70,000.00	292.57	19,898.60	50,101.40	0.00	50,101.40	71.57

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-160-4550-160	Sale of Aviation Gas	85,000.00	3,221.80	24,876.88	60,123.12	0.00	60,123.12	70.73
100-160-4560-160	Sale of Pilot Supplies	500.00	0.00	162.52	337.48	0.00	337.48	67.50
	R08 Sub Totals:	155,500.00	3,514.37	44,938.00	110,562.00	0.00	110,562.00	71.10
	Revenue Sub Totals:	397,320.00	18,369.25	98,106.56	299,213.44	0.00	299,213.44	75.31
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	38,614.00	3,035.20	13,641.60	24,972.40	0.00	24,972.40	64.67
100-160-5020-160	Airport Overtime	900.00	0.00	62.65	837.35	0.00	837.35	93.04
100-160-5030-160	Airport Part Time	28,704.00	1,800.00	7,221.69	21,482.31	0.00	21,482.31	74.84
100-160-5070-160	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
100-160-5170-160	Airport Social Security	5,219.00	372.21	1,610.07	3,608.93	0.00	3,608.93	69.15
100-160-5180-160	Airport Retirement	2,055.00	159.39	699.25	1,355.75	0.00	1,355.75	65.97
100-160-5190-160	Airport Health Insurance	7,553.00	599.92	2,399.72	5,153.28	0.00	5,153.28	68.23
100-160-5210-160	Airport Workers Compensation	2,988.00	0.00	0.00	2,988.00	0.00	2,988.00	100.00
100-160-5360-160	Membership/Training/Travel	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-160-5380-160	Airport Uniforms	788.00	0.00	0.00	788.00	0.00	788.00	100.00
	E10 Sub Totals:	87,681.00	5,996.72	25,754.98	61,926.02	0.00	61,926.02	70.63
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	9,575.00	85.59	4,394.41	5,180.59	0.00	5,180.59	54.11
100-160-5300-160	Airport Insurance & Bonds	16,923.00	0.00	0.00	16,923.00	0.00	16,923.00	100.00
100-160-5320-160	Airport Facility Maintenance	15,000.00	1,634.83	2,640.37	12,359.63	0.00	12,359.63	82.40
100-160-5330-160	Airport Equipment Maintenance	4,200.00	0.00	129.30	4,070.70	0.00	4,070.70	96.92
100-160-5460-160	Cost of Av Gas Sold	71,000.00	3,236.28	26,228.67	44,771.33	0.00	44,771.33	63.06
100-160-5470-160	Cost of Jet Fuel Sold	58,000.00	278.82	19,712.17	38,287.83	0.00	38,287.83	66.01
100-160-5480-160	Cost of Pilot Supplies	700.00	0.00	0.00	700.00	0.00	700.00	100.00
100-160-5530-160	Airport Fuels/Lubricants	2,000.00	72.17	439.00	1,561.00	0.00	1,561.00	78.05
100-160-5590-160	Airport General Supplies	4,000.00	52.06	176.55	3,823.45	0.00	3,823.45	95.59
100-160-5700-160	Airport Computer/Software	615.00	0.00	0.00	615.00	0.00	615.00	100.00
100-160-6300-160	Airport Electricity	12,686.00	0.00	1,936.87	10,749.13	0.00	10,749.13	84.73
100-160-6350-160	Airport Phones	5,280.00	352.47	1,668.54	3,611.46	0.00	3,611.46	68.40
	E20 Sub Totals:	199,979.00	5,712.22	57,325.88	142,653.12	0.00	142,653.12	71.33
	Expense Sub Totals:	287,660.00	11,708.94	83,080.86	204,579.14	0.00	204,579.14	71.12
	Dept 160 Sub Totals:	-109,660.00	-6,660.31	-15,025.70	-94,634.30	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,376,668.00	139,322.03	566,888.58	809,779.42	0.00	809,779.42	58.82
	R01 Sub Totals:	1,376,668.00	139,322.03	566,888.58	809,779.42	0.00	809,779.42	58.82

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	500.00	460.54	1,701.44	-1,201.44	0.00	-1,201.44	0.00
	R06 Sub Totals:	500.00	460.54	1,701.44	-1,201.44	0.00	-1,201.44	0.00
	Revenue Sub Totals:	1,377,168.00	139,782.57	568,590.02	808,577.98	0.00	808,577.98	58.71
	Dept 199 Sub Totals:	-1,377,168.00	-139,782.57	-568,590.02	-808,577.98	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	0.00	3,250.00	16,750.00	0.00	16,750.00	83.75
100-204-4524-204	Burial Fees	28,000.00	2,450.00	6,050.00	21,950.00	0.00	21,950.00	78.39
	R04 Sub Totals:	48,000.00	2,450.00	9,300.00	38,700.00	0.00	38,700.00	80.63
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	77.00	662.00	-662.00	0.00	-662.00	0.00
	R07 Sub Totals:	0.00	77.00	662.00	-662.00	0.00	-662.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	100.00	100.00	3,400.00	0.00	3,400.00	97.14
	R87 Sub Totals:	3,500.00	100.00	100.00	3,400.00	0.00	3,400.00	97.14
	Revenue Sub Totals:	51,500.00	2,627.00	10,062.00	41,438.00	0.00	41,438.00	80.46
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,500.00	966.19	3,864.74	6,635.26	0.00	6,635.26	63.19
100-204-5020-204	Cemetery Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5030-204	IOOF Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5070-204	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5170-204	IOOF Social Security	804.00	67.78	274.15	529.85	0.00	529.85	65.90
100-204-5180-204	IOOF Retirement	546.00	50.24	200.96	345.04	0.00	345.04	63.19
100-204-5190-204	IOOF HHealth Insurance	1,511.00	135.26	465.81	1,045.19	0.00	1,045.19	69.17
100-204-5210-204	IOOF Workers Compensation	460.00	0.00	0.00	460.00	0.00	460.00	100.00
	E10 Sub Totals:	13,821.00	1,219.47	4,805.66	9,015.34	0.00	9,015.34	65.23
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	88,500.00	7,606.45	29,464.45	59,035.55	0.00	59,035.55	66.71
100-204-5262-204	I.O.O.F. Burial Costs	20,000.00	1,200.00	4,050.00	15,950.00	0.00	15,950.00	79.75
100-204-5300-204	Cemetery Insurance & Bonds	930.00	0.00	0.00	930.00	0.00	930.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-204-5320-204	Cemetery Facility Maintenance	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
100-204-5325-204	Grounds Maintenance	10,200.00	0.00	0.00	10,200.00	0.00	10,200.00	100.00
100-204-5330-204	Cemetery Equipment Maintenance	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-204-5530-204	Cemetery Fuels/Lubricants	400.00	0.00	0.00	400.00	0.00	400.00	100.00
100-204-5590-204	General Supplies	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-204-6300-204	I.O.O.F. Electricity Costs	543.00	0.00	83.64	459.36	0.00	459.36	84.60
	E20 Sub Totals:	126,573.00	8,806.45	33,598.09	92,974.91	0.00	92,974.91	73.46
	Expense Sub Totals:	140,394.00	10,025.92	38,403.75	101,990.25	0.00	101,990.25	72.65
	Dept 204 Sub Totals:	88,894.00	7,398.92	28,341.75	60,552.25	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	2,846.00	3,486.00	4,514.00	0.00	4,514.00	56.43
	E10 Sub Totals:	8,000.00	2,846.00	3,486.00	4,514.00	0.00	4,514.00	56.43
E20	OPERATING COSTS							
100-999-5320-112	City Hall Facility Maintenance	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
100-999-6300-112	City Hall Electricity	16,121.00	0.00	2,933.66	13,187.34	0.00	13,187.34	81.80
100-999-6310-112	City Hall Heating Fuels	3,197.00	1,268.75	1,523.05	1,673.95	0.00	1,673.95	52.36
100-999-6350-112	City Hall Phones	22,200.00	1,262.32	6,747.49	15,452.51	0.00	15,452.51	69.61
	E20 Sub Totals:	45,518.00	2,531.07	11,204.20	34,313.80	0.00	34,313.80	75.39
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	290,000.00	0.00	8,593.40	281,406.60	39,950.00	241,456.60	83.26
	E30 Sub Totals:	290,000.00	0.00	8,593.40	281,406.60	39,950.00	241,456.60	83.26
	Expense Sub Totals:	343,518.00	5,377.07	23,283.60	320,234.40	39,950.00	280,284.40	81.59
	Dept 999 Sub Totals:	343,518.00	5,377.07	23,283.60	320,234.40	39,950.00		
	Fund Revenue Sub Totals:	6,914,449.00	1,045,172.20	3,072,378.26	3,842,070.74	0.00	3,842,070.74	55.57
	Fund Expense Sub Totals:	10,249,209.00	476,052.15	2,150,680.32	8,098,528.68	39,950.00	8,058,578.68	78.63
	Fund 100 Sub Totals:	3,334,760.00	-569,120.05	-921,697.94	4,256,457.94	39,950.00		
Fund 120	Police Grants							
Dept 120-000	Non-Departmental							
R90	TRANSFERS IN							
120-000-3324-000	Transfer from Police Dept	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 120-128 R03 120-128-4240-120	R90 Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Revenue Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Dept 000 Sub Totals:	-4,200.00	0.00	0.00	-4,200.00	0.00		
	DWI Grant							
	INTER-GOVERNMENTAL							
	DWI Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PERSONNEL							
	DWI Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10 120-128-5020-120	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 120-129 R03 120-129-4230-120	Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	HMV Grant							
	INTER-GOVERNMENTAL							
	HMV Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PERSONNEL							
	HMV Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	HMV Grant Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 120-129-5590-120	OPERATING COSTS							
	HMV Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-131	DOJ Grant							
R03	INTER-GOVERNMENTAL							
120-131-4220-120	Justice Dept Vest Grant	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
120-131-4250-120	LLEBG Grant Revenue	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	R03 Sub Totals:	14,200.00	0.00	0.00	14,200.00	0.00	14,200.00	100.00
	Revenue Sub Totals:	14,200.00	0.00	0.00	14,200.00	0.00	14,200.00	100.00
E10	PERSONNEL							
120-131-5380-120	Police Dept Uniforms-Vests	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	100.00
	E10 Sub Totals:	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	100.00
E30	CAPITAL OUTLAY							
120-131-5790-120	LLEBG-Law Enf Safety Prog	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	E30 Sub Totals:	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	Expense Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Dept 131 Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00		
	Fund Revenue Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Fund Expense Sub Totals:	18,400.00	0.00	0.00	18,400.00	0.00	18,400.00	100.00
	Fund 120 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 124	Shop With a Cop							
Dept 124-124								
R06	REVENUE FROM USE OF ASSET							
124-124-4700-124	Interest Earned-Shop w/a Cop	10.00	1.13	8.65	1.35	0.00	1.35	13.50
	R06 Sub Totals:	10.00	1.13	8.65	1.35	0.00	1.35	13.50
R87	DONATIONS							
124-124-4830-124	Shop With A Cop	15,500.00	200.00	17,458.70	-1,958.70	0.00	-1,958.70	0.00
	R87 Sub Totals:	15,500.00	200.00	17,458.70	-1,958.70	0.00	-1,958.70	0.00
	Revenue Sub Totals:	15,510.00	201.13	17,467.35	-1,957.35	0.00	-1,957.35	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
124-124-6440-124	Shop With A Cop Expenses	15,500.00	31.35	15,089.49	410.51	0.00	410.51	2.65
	E20 Sub Totals:	15,500.00	31.35	15,089.49	410.51	0.00	410.51	2.65
	Expense Sub Totals:	15,500.00	31.35	15,089.49	410.51	0.00	410.51	2.65
	Dept 124 Sub Totals:	-10.00	-169.78	-2,377.86	2,367.86	0.00		
	Fund Revenue Sub Totals:	15,510.00	201.13	17,467.35	-1,957.35	0.00	-1,957.35	0.00
	Fund Expense Sub Totals:	15,500.00	31.35	15,089.49	410.51	0.00	410.51	2.65
	Fund 124 Sub Totals:	-10.00	-169.78	-2,377.86	2,367.86	0.00		
Fund 126	D.A.R.E Program							
Dept 126-126								
R06	REVENUE FROM USE OF ASSET							
126-126-4700-126	D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
126-126-4990-126	D.A.R.E Program Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
126-126-6430-126	D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 130	Fire Sales Tax							
Dept 130-000	Non-Departmental							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90	TRANSFERS IN							
130-000-3305-000	Transfer fm Public Safety Fund	324,883.00	27,074.00	108,296.00	216,587.00	0.00	216,587.00	66.67
130-000-3330-000	Transfer fm General	1,289,791.00	107,763.00	430,212.00	859,579.00	0.00	859,579.00	66.64
	R90 Sub Totals:	1,614,674.00	134,837.00	538,508.00	1,076,166.00	0.00	1,076,166.00	66.65
	Revenue Sub Totals:	1,614,674.00	134,837.00	538,508.00	1,076,166.00	0.00	1,076,166.00	66.65
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	355,897.00	12,701.94	12,701.94	343,195.06	0.00	343,195.06	96.43
	E90 Sub Totals:	355,897.00	12,701.94	12,701.94	343,195.06	0.00	343,195.06	96.43
	Expense Sub Totals:	355,897.00	12,701.94	12,701.94	343,195.06	0.00	343,195.06	96.43
	Dept 000 Sub Totals:	-1,258,777.00	-122,135.06	-525,806.06	-732,970.94	0.00		
Dept 130-130								
R01	TAXES							
130-130-4030-130	Fire Department Sales Tax	659,037.00	69,771.73	284,040.99	374,996.01	0.00	374,996.01	56.90
	R01 Sub Totals:	659,037.00	69,771.73	284,040.99	374,996.01	0.00	374,996.01	56.90
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	300.00	0.00	40.00	260.00	0.00	260.00	86.67
	R02 Sub Totals:	300.00	0.00	40.00	260.00	0.00	260.00	86.67
R03	INTER-GOVERNMENTAL							
130-130-4200-130	Grant Revenues	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
130-130-4850-130	Contract: Fire District	125,864.00	0.00	0.00	125,864.00	0.00	125,864.00	100.00
	R03 Sub Totals:	145,864.00	0.00	0.00	145,864.00	0.00	145,864.00	100.00
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-130-4760-130	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-130-4820-130	Fire Sale of Property	0.00	0.00	591.05	-591.05	0.00	-591.05	0.00
	R06 Sub Totals:	0.00	0.00	591.05	-591.05	0.00	-591.05	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	805,201.00	69,771.73	284,672.04	520,528.96	0.00	520,528.96	64.65
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,186,239.00	90,731.18	391,021.12	795,217.88	0.00	795,217.88	67.04
130-130-5020-130	Fire Dept Overtime	125,000.00	21,721.65	84,367.89	40,632.11	0.00	40,632.11	32.51
130-130-5030-130	Fire Dept Part Time	3,500.00	0.00	216.90	3,283.10	0.00	3,283.10	93.80
130-130-5070-130	Availability Allowance	1,440.00	90.00	450.00	990.00	0.00	990.00	68.75
130-130-5170-130	Fire Dept Social Security	100,540.00	8,300.57	35,168.20	65,371.80	0.00	65,371.80	65.02
130-130-5180-130	Fire Dept Retirement	123,257.00	10,152.61	42,014.78	81,242.22	0.00	81,242.22	65.91
130-130-5190-130	Fire Dept Health Insurance	203,923.00	16,658.66	64,089.58	139,833.42	0.00	139,833.42	68.57
130-130-5210-130	Fire Dept Workers Compensation	57,564.00	0.00	0.00	57,564.00	0.00	57,564.00	100.00
130-130-5360-130	Fire Dept Member/Train/Trvl	4,716.00	0.00	1,971.20	2,744.80	0.00	2,744.80	58.20
130-130-5361-130	Fire Academy Training	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
	E10 Sub Totals:	1,808,579.00	147,654.67	619,299.67	1,189,279.33	0.00	1,189,279.33	65.76
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	47,048.00	15,509.99	16,500.64	30,547.36	0.00	30,547.36	64.93
130-130-5300-130	Fire Dept Insurance and Bonds	33,439.00	0.00	0.00	33,439.00	0.00	33,439.00	100.00
130-130-5320-130	Fire Dept Facility Maintenance	11,846.00	8,750.00	17,805.35	-5,959.35	0.00	-5,959.35	0.00
130-130-5330-130	Fire Dept Equipment Maint.	22,600.00	1,871.60	10,505.58	12,094.42	0.00	12,094.42	53.52
130-130-5530-130	Fire Dept Fuels/Lubricants	15,000.00	1,380.19	6,315.96	8,684.04	0.00	8,684.04	57.89
130-130-5540-130	Fire Dept Chemicals	500.00	0.00	0.00	500.00	0.00	500.00	100.00
130-130-5590-130	Fire Dept General Supplies	8,800.00	889.84	2,186.97	6,613.03	0.00	6,613.03	75.15
130-130-5700-130	Fire Dept Comp., Software	11,520.00	30.00	210.22	11,309.78	0.00	11,309.78	98.18
130-130-6300-130	Fire Dept Electricity	14,695.00	0.00	2,050.96	12,644.04	0.00	12,644.04	86.04
130-130-6310-130	Fire Dept Heating Fuels	8,000.00	1,423.43	2,472.91	5,527.09	0.00	5,527.09	69.09
130-130-6350-130	Fire Dept Phones	18,000.00	704.94	5,300.55	12,699.45	0.00	12,699.45	70.55
130-130-6390-130	Fire Dept. Minor Equipment	20,902.00	8,849.67	9,773.03	11,128.97	0.00	11,128.97	53.24
	E20 Sub Totals:	212,350.00	39,409.66	73,122.17	139,227.83	0.00	139,227.83	65.57
E30	CAPITAL OUTLAY							
130-130-6380-130	Lease Purchase Payments	47,895.00	0.00	47,604.56	290.44	0.00	290.44	0.61
	E30 Sub Totals:	47,895.00	0.00	47,604.56	290.44	0.00	290.44	0.61
	Expense Sub Totals:	2,068,824.00	187,064.33	740,026.40	1,328,797.60	0.00	1,328,797.60	64.23
	Dept 130 Sub Totals:	1,263,623.00	117,292.60	455,354.36	808,268.64	0.00		
	Fund Revenue Sub Totals:	2,419,875.00	204,608.73	823,180.04	1,596,694.96	0.00	1,596,694.96	65.98

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Expense Sub Totals:			2,424,721.00	199,766.27	752,728.34	1,671,992.66	0.00	1,671,992.66	68.96
Fund 130 Sub Totals:			4,846.00	-4,842.46	-70,451.70	75,297.70	0.00		
Fund 170		Drainage Sales Tax							
Dept 170-000		Non-Departmental							
R90		TRANSFERS IN							
170-000-3306-000		Transfer fm ARPA	794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
R90 Sub Totals:			794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
Revenue Sub Totals:			794,711.00	0.00	0.00	794,711.00	0.00	794,711.00	100.00
E90		TRANSFERS OUT							
170-000-3200-000		Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3285-000		Trns to Capital Improvement	8,981,114.00	0.00	9,579.56	8,971,534.44	0.00	8,971,534.44	99.89
E90 Sub Totals:			8,981,114.00	0.00	9,579.56	8,971,534.44	0.00	8,971,534.44	99.89
Expense Sub Totals:			8,981,114.00	0.00	9,579.56	8,971,534.44	0.00	8,971,534.44	99.89
Dept 000 Sub Totals:			8,186,403.00	0.00	9,579.56	8,176,823.44	0.00		
Dept 170-990		TAXES							
R01		Sales Tax Drainage	395,600.00	41,862.94	170,424.17	225,175.83	0.00	225,175.83	56.92
170-990-4030-990									
R01 Sub Totals:			395,600.00	41,862.94	170,424.17	225,175.83	0.00	225,175.83	56.92
R03		INTER-GOVERNMENTAL							
170-990-4200-990		Grant Revenue	7,500,000.00	0.00	0.00	7,500,000.00	0.00	7,500,000.00	100.00
R03 Sub Totals:			7,500,000.00	0.00	0.00	7,500,000.00	0.00	7,500,000.00	100.00
R06		REVENUE FROM USE OF ASSET							
170-990-4700-990		Interest Earned-Drainage Fund	2,500.00	328.24	1,275.43	1,224.57	0.00	1,224.57	48.98
170-990-4820-990		Sale of Drainage Property	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
R06 Sub Totals:			14,500.00	328.24	1,275.43	13,224.57	0.00	13,224.57	91.20
R07		OTHER INCOME							
170-990-4800-990		Drainage Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			7,910,100.00	42,191.18	171,699.60	7,738,400.40	0.00	7,738,400.40	97.83
E10		PERSONNEL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
170-990-5010-990	Drainage Salaries	81,850.00	5,827.08	22,485.62	59,364.38	0.00	59,364.38	72.53
170-990-5020-990	Drainage Overtime	5,500.00	81.49	1,942.72	3,557.28	0.00	3,557.28	64.68
170-990-5030-990	Drainage Part Time	12,000.00	0.00	906.50	11,093.50	0.00	11,093.50	92.45
170-990-5070-990	Availability Allowance	721.00	30.00	105.00	616.00	0.00	616.00	85.44
170-990-5170-990	Drainage Social Security	7,601.00	451.27	1,934.03	5,666.97	0.00	5,666.97	74.56
170-990-5180-990	Drainage Retirement	4,543.00	188.81	920.08	3,622.92	0.00	3,622.92	79.75
170-990-5190-990	Drainage Health Insurance	15,106.00	1,199.84	3,899.53	11,206.47	0.00	11,206.47	74.19
170-990-5210-990	Drainage Workers Compensation	4,352.00	0.00	0.00	4,352.00	0.00	4,352.00	100.00
170-990-5380-990	Drainage Uniforms	1,250.00	0.00	474.95	775.05	0.00	775.05	62.00
	E10 Sub Totals:	132,923.00	7,778.49	32,668.43	100,254.57	0.00	100,254.57	75.42
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	14,250.00	120.91	4,875.63	9,374.37	0.00	9,374.37	65.79
170-990-5300-990	Drainage Insurance & Bonds	400.00	0.00	0.00	400.00	0.00	400.00	100.00
170-990-5330-990	Drainage Equipment Maintenance	15,000.00	2,131.23	11,777.90	3,222.10	0.00	3,222.10	21.48
170-990-5530-990	Drainage Fuels/Lubricants	7,500.00	0.00	950.27	6,549.73	0.00	6,549.73	87.33
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	20,000.00	454.00	3,599.19	16,400.81	0.00	16,400.81	82.00
	E20 Sub Totals:	57,150.00	2,706.14	21,202.99	35,947.01	0.00	35,947.01	62.90
E30	CAPITAL OUTLAY							
170-990-6380-990	Lease Purchase Payments	2,629.00	0.00	2,612.82	16.18	0.00	16.18	0.62
	E30 Sub Totals:	2,629.00	0.00	2,612.82	16.18	0.00	16.18	0.62
	Expense Sub Totals:	192,702.00	10,484.63	56,484.24	136,217.76	0.00	136,217.76	70.69
	Dept 990 Sub Totals:	-7,717,398.00	-31,706.55	-115,215.36	-7,602,182.64	0.00		
	Fund Revenue Sub Totals:	8,704,811.00	42,191.18	171,699.60	8,533,111.40	0.00	8,533,111.40	98.03
	Fund Expense Sub Totals:	9,173,816.00	10,484.63	66,063.80	9,107,752.20	0.00	9,107,752.20	99.28
	Fund 170 Sub Totals:	469,005.00	-31,706.55	-105,635.80	574,640.80	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	40,000.00	3,333.00	13,332.00	26,668.00	0.00	26,668.00	66.67
	R90 Sub Totals:	40,000.00	3,333.00	13,332.00	26,668.00	0.00	26,668.00	66.67
	Revenue Sub Totals:	40,000.00	3,333.00	13,332.00	26,668.00	0.00	26,668.00	66.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90	TRANSFERS OUT							
175-000-3214-000	Transfer to 2014 Series COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3221-000	Transfer to 2021 Series DS	53,680.00	0.00	2,851.06	50,828.94	0.00	50,828.94	94.69
175-000-3264-000	Transfer to Mtce Reserve	40,000.00	3,333.00	13,332.00	26,668.00	0.00	26,668.00	66.67
175-000-3285-000	Trns to Capital Improvement	150,000.00	75,416.84	82,287.77	67,712.23	0.00	67,712.23	45.14
	E90 Sub Totals:	243,680.00	78,749.84	98,470.83	145,209.17	0.00	145,209.17	59.59
	Expense Sub Totals:	243,680.00	78,749.84	98,470.83	145,209.17	0.00	145,209.17	59.59
	Dept 000 Sub Totals:	203,680.00	75,416.84	85,138.83	118,541.17	0.00		
Dept 175-175								
R01	TAXES							
175-175-4030-175	Sales Tax - 1/16-Cent	164,834.00	17,442.93	71,010.25	93,823.75	0.00	93,823.75	56.92
	R01 Sub Totals:	164,834.00	17,442.93	71,010.25	93,823.75	0.00	93,823.75	56.92
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	400.00	64.65	248.21	151.79	0.00	151.79	37.95
175-175-4820-175	Sale of Property	0.00	0.00	177.36	-177.36	0.00	-177.36	0.00
	R06 Sub Totals:	400.00	64.65	425.57	-25.57	0.00	-25.57	0.00
R07	OTHER INCOME							
175-175-4800-175	Senior Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	165,234.00	17,507.58	71,435.82	93,798.18	0.00	93,798.18	56.77
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	5,242.00	398.16	1,694.31	3,547.69	0.00	3,547.69	67.68
175-175-5020-175	Senior Center Overtime	500.00	27.41	44.12	455.88	0.00	455.88	91.18
175-175-5170-175	Senior Center Social Security	440.00	32.29	131.93	308.07	0.00	308.07	70.02
175-175-5180-175	Senior Center Retirement	299.00	0.00	0.00	299.00	0.00	299.00	100.00
175-175-5190-175	Senior Center Health Insurance	1,209.00	95.99	287.94	921.06	0.00	921.06	76.18
175-175-5210-175	Senior Center Workers Comp.	252.00	0.00	0.00	252.00	0.00	252.00	100.00
175-175-5360-175	Senior Center Memb/Train/Trvl	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E10 Sub Totals:	8,242.00	553.85	2,158.30	6,083.70	0.00	6,083.70	73.81
E20	OPERATING COSTS							
175-175-5260-175	Senior Center Prof. Services	6,580.00	4,057.50	5,131.91	1,448.09	0.00	1,448.09	22.01
175-175-5300-175	Senior Center Ins. & Bonds	4,881.00	0.00	0.00	4,881.00	0.00	4,881.00	100.00
175-175-5320-175	Senior Center Facility Maint.	12,000.00	2,412.68	2,749.41	9,250.59	0.00	9,250.59	77.09
175-175-5330-175	Senior Center Equipment Maint.	500.00	0.00	28.98	471.02	0.00	471.02	94.20
175-175-5590-175	Senior Center General Supplies	1,000.00	91.31	238.71	761.29	0.00	761.29	76.13

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
175-175-5610-175	Senior Center Activity/Event	3,000.00	274.41	747.12	2,252.88	0.00	2,252.88	75.10
175-175-5700-175	Senior Center Comp., Software	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-6300-175	Senior Center Electricity	23,343.00	0.00	4,033.31	19,309.69	0.00	19,309.69	82.72
175-175-6350-175	Senior Center Phones	4,260.00	352.47	1,409.88	2,850.12	0.00	2,850.12	66.90
	E20 Sub Totals:	56,064.00	7,188.37	14,339.32	41,724.68	0.00	41,724.68	74.42
	Expense Sub Totals:	64,306.00	7,742.22	16,497.62	47,808.38	0.00	47,808.38	74.35
	Dept 175 Sub Totals:	-100,928.00	-9,765.36	-54,938.20	-45,989.80	0.00		
	Fund Revenue Sub Totals:	205,234.00	20,840.58	84,767.82	120,466.18	0.00	120,466.18	58.70
	Fund Expense Sub Totals:	307,986.00	86,492.06	114,968.45	193,017.55	0.00	193,017.55	62.67
	Fund 175 Sub Totals:	102,752.00	65,651.48	30,200.63	72,551.37	0.00		
Fund 180	Parks Sales Tax							
Dept 180-000	Non-Departmental							
R90	TRANSFERS IN							
180-000-3343-000	Transfer from Other Funds	470,500.00	0.00	0.00	470,500.00	0.00	470,500.00	100.00
180-000-3390-000	Transfer from Parks Sales Tax	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	R90 Sub Totals:	510,500.00	0.00	0.00	510,500.00	0.00	510,500.00	100.00
	Revenue Sub Totals:	510,500.00	0.00	0.00	510,500.00	0.00	510,500.00	100.00
E90	TRANSFERS OUT							
180-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3241-000	Transfer to GC fm Parks -Mtce	61,992.00	5,166.00	20,664.00	41,328.00	0.00	41,328.00	66.67
180-000-3285-000	Trns to Capital Improvement	578,900.00	78,226.73	135,417.77	443,482.23	0.00	443,482.23	76.61
180-000-3290-000	Transfer to Parks Recreation	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	E90 Sub Totals:	680,892.00	83,392.73	156,081.77	524,810.23	0.00	524,810.23	77.08
	Expense Sub Totals:	680,892.00	83,392.73	156,081.77	524,810.23	0.00	524,810.23	77.08
	Dept 000 Sub Totals:	170,392.00	83,392.73	156,081.77	14,310.23	0.00		
Dept 180-750	TAXES							
R01	Sales Tax Parks	593,400.00	62,794.41	255,636.23	337,763.77	0.00	337,763.77	56.92
180-750-4030-750								
	R01 Sub Totals:	593,400.00	62,794.41	255,636.23	337,763.77	0.00	337,763.77	56.92
R03	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-4200-750	Grant Revenue	89,172.00	0.00	0.00	89,172.00	0.00	89,172.00	100.00
	R03 Sub Totals:	89,172.00	0.00	0.00	89,172.00	0.00	89,172.00	100.00
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	4,500.00	227.98	1,367.06	3,132.94	0.00	3,132.94	69.62
	R04 Sub Totals:	4,500.00	227.98	1,367.06	3,132.94	0.00	3,132.94	69.62
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,500.00	40.00	220.00	2,280.00	0.00	2,280.00	91.20
180-750-4500-752	RV Pad Rental	5,500.00	0.00	1,125.00	4,375.00	0.00	4,375.00	79.55
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	103.65	388.30	1,011.70	0.00	1,011.70	72.26
180-750-4760-750	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-750-4820-750	Sale and Use of Property	0.00	0.00	2,650.52	-2,650.52	0.00	-2,650.52	0.00
	R06 Sub Totals:	9,400.00	143.65	4,383.82	5,016.18	0.00	5,016.18	53.36
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	4,500.00	6,825.00	16,325.00	-11,825.00	0.00	-11,825.00	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:	4,500.00	6,825.00	16,325.00	-11,825.00	0.00	-11,825.00	0.00
	Revenue Sub Totals:	700,972.00	69,991.04	277,712.11	423,259.89	0.00	423,259.89	60.38
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	230,324.00	15,164.97	62,422.51	167,901.49	0.00	167,901.49	72.90
180-750-5020-750	Parks Overtime	5,000.00	119.45	4,020.90	979.10	0.00	979.10	19.58
180-750-5070-750	Availability Allowance	1,080.00	60.00	240.00	840.00	0.00	840.00	77.78
180-750-5170-750	Parks Social Security	18,003.00	1,151.50	5,015.77	12,987.23	0.00	12,987.23	72.14
180-750-5180-750	Parks Retirement	12,237.00	693.10	3,236.57	9,000.43	0.00	9,000.43	73.55
180-750-5190-750	Parks Health Insurance	52,869.00	3,599.52	13,056.84	39,812.16	0.00	39,812.16	75.30
180-750-5210-750	Parks Workers Compensation	10,308.00	0.00	0.00	10,308.00	0.00	10,308.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,000.00	0.00	18.00	982.00	0.00	982.00	98.20
180-750-5380-750	Parks Uniforms	3,500.00	493.50	1,534.66	1,965.34	0.00	1,965.34	56.15
	E10 Sub Totals:	334,321.00	21,282.04	89,545.25	244,775.75	0.00	244,775.75	73.22
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,700.00	488.68	1,100.61	1,599.39	0.00	1,599.39	59.24
180-750-5300-750	Parks Insurance and Bonds	23,587.00	0.00	0.00	23,587.00	0.00	23,587.00	100.00
180-750-5320-750	Parks Facility Maintenance	28,000.00	1,757.26	4,987.93	23,012.07	0.00	23,012.07	82.19
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-5330-750	Parks Equipment Maintenance	18,000.00	1,466.14	2,313.26	15,686.74	0.00	15,686.74	87.15
180-750-5331-750	Helicopter Maintenance	15,000.00	2,050.00	4,407.00	10,593.00	0.00	10,593.00	70.62
180-750-5530-750	Parks Fuels/Lubricants	12,000.00	470.82	2,847.29	9,152.71	0.00	9,152.71	76.27
180-750-5590-750	Parks General Supplies	10,000.00	37.16	1,080.51	8,919.49	0.00	8,919.49	89.19
180-750-5590-752	RV Park Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5610-750	Christmas Lighting	4,000.00	10.99	3,712.34	287.66	0.00	287.66	7.19
180-750-5630-750	Wading Pool Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5700-750	Parks Computer/Software	3,132.00	50.98	50.98	3,081.02	0.00	3,081.02	98.37
180-750-6300-750	Parks Electricity	15,237.00	0.00	2,121.33	13,115.67	0.00	13,115.67	86.08
180-750-6310-750	Parks Heating Fuels	5,616.00	252.31	512.97	5,103.03	0.00	5,103.03	90.87
180-750-6350-750	Parks Phones	4,584.00	352.47	1,496.10	3,087.90	0.00	3,087.90	67.36
180-750-6390-750	Parks Minor Equipment	10,000.00	1,097.23	1,097.23	8,902.77	0.00	8,902.77	89.03
180-750-6410-750	Flowers & Plants	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
	E20 Sub Totals:	159,356.00	8,034.04	25,727.55	133,628.45	0.00	133,628.45	83.86
	Expense Sub Totals:	493,677.00	29,316.08	115,272.80	378,404.20	0.00	378,404.20	76.65
	Dept 750 Sub Totals:	-207,295.00	-40,674.96	-162,439.31	-44,855.69	0.00		
Dept 180-940 E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	40,000.00	20.00	60.00	39,940.00	0.00	39,940.00	99.85
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	0.00	-165.00	6,165.00	0.00	6,165.00	102.75
180-940-5330-940	Swim Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-940-5590-940	Parks - Swim General Supplies	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	2,922.00	0.00	90.40	2,831.60	0.00	2,831.60	96.91
	E20 Sub Totals:	56,922.00	20.00	-14.60	56,936.60	0.00	56,936.60	100.03
	Expense Sub Totals:	56,922.00	20.00	-14.60	56,936.60	0.00	56,936.60	100.03
	Dept 940 Sub Totals:	56,922.00	20.00	-14.60	56,936.60	0.00		
	Fund Revenue Sub Totals:	1,211,472.00	69,991.04	277,712.11	933,759.89	0.00	933,759.89	77.08
	Fund Expense Sub Totals:	1,231,491.00	112,728.81	271,339.97	960,151.03	0.00	960,151.03	77.97
	Fund 180 Sub Totals:	20,019.00	42,737.77	-6,372.14	26,391.14	0.00		
Fund 195 Dept 195-000 E90	Auditorium Sales Tax Non-Departmental TRANSFERS OUT							
195-000-3214-000	Transfer to 2014 COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195-000-3221-000	Transfer to 2021 Series DS	213,719.00	0.00	11,404.23	202,314.77	0.00	202,314.77	94.66

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
195-000-3285-000	Trns to Capital Improvement	340,000.00	0.00	8,500.00	331,500.00	0.00	331,500.00	97.50
	E90 Sub Totals:	553,719.00	0.00	19,904.23	533,814.77	0.00	533,814.77	96.41
	Expense Sub Totals:	553,719.00	0.00	19,904.23	533,814.77	0.00	533,814.77	96.41
	Dept 000 Sub Totals:	553,719.00	0.00	19,904.23	533,814.77	0.00		
Dept 195-114 R06	REVENUE FROM USE OF ASSET							
195-114-4500-114	Lampo Rental Fees	13,000.00	700.00	5,275.00	7,725.00	0.00	7,725.00	59.42
	R06 Sub Totals:	13,000.00	700.00	5,275.00	7,725.00	0.00	7,725.00	59.42
	Revenue Sub Totals:	13,000.00	700.00	5,275.00	7,725.00	0.00	7,725.00	59.42
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	1,100.00	505.00	1,031.90	68.10	0.00	68.10	6.19
195-114-5300-114	Lampo Insurance and Bonds	2,242.00	0.00	0.00	2,242.00	0.00	2,242.00	100.00
195-114-5320-114	Lampo Facility Maintenance	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
195-114-5330-114	Lampo Equipment Mtce	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
195-114-5590-114	Lampo General Supplies	1,000.00	18.00	218.94	781.06	0.00	781.06	78.11
195-114-6300-114	Lampo Electricity	7,517.00	0.00	338.66	7,178.34	0.00	7,178.34	95.49
195-114-6310-114	Lampo Heating Fuels	2,649.00	896.40	1,487.69	1,161.31	0.00	1,161.31	43.84
	E20 Sub Totals:	25,508.00	1,419.40	3,077.19	22,430.81	0.00	22,430.81	87.94
	Expense Sub Totals:	25,508.00	1,419.40	3,077.19	22,430.81	0.00	22,430.81	87.94
	Dept 114 Sub Totals:	12,508.00	719.40	-2,197.81	14,705.81	0.00		
Dept 195-195 R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	494,499.00	52,328.81	213,030.80	281,468.20	0.00	281,468.20	56.92
	R01 Sub Totals:	494,499.00	52,328.81	213,030.80	281,468.20	0.00	281,468.20	56.92
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	14,000.00	0.00	6,075.00	7,925.00	0.00	7,925.00	56.61
195-195-4520-195	Auditorium Sound Fees	3,000.00	0.00	1,137.50	1,862.50	0.00	1,862.50	62.08
195-195-4700-195	Interest Earned-Auditorium Fd	1,000.00	280.57	1,057.32	-57.32	0.00	-57.32	0.00
195-195-4820-195	Auditorium Sale of Property	0.00	0.00	8.55	-8.55	0.00	-8.55	0.00
	R06 Sub Totals:	18,000.00	280.57	8,278.37	9,721.63	0.00	9,721.63	54.01
	Revenue Sub Totals:	512,499.00	52,609.38	221,309.17	291,189.83	0.00	291,189.83	56.82

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10		PERSONNEL							
195-195-5010-195		Auditorium Salaries	21,294.00	1,617.52	8,438.94	12,855.06	0.00	12,855.06	60.37
195-195-5020-195		Auditorium Overtime	6,000.00	111.33	179.15	5,820.85	0.00	5,820.85	97.01
195-195-5030-195		Auditorium Part Time	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
195-195-5170-195		Auditorium Social Security	2,241.00	131.17	654.91	1,586.09	0.00	1,586.09	70.78
195-195-5180-195		Auditorium Retirement	1,420.00	0.00	65.35	1,354.65	0.00	1,354.65	95.40
195-195-5190-195		Auditorium Health Insurance	4,910.00	389.95	1,169.89	3,740.11	0.00	3,740.11	76.17
195-195-5210-195		Auditorium Workers Comp.	1,284.00	0.00	0.00	1,284.00	0.00	1,284.00	100.00
		E10 Sub Totals:	39,149.00	2,249.97	10,508.24	28,640.76	0.00	28,640.76	73.16
E20		OPERATING COSTS							
195-195-5260-195		Auditorium Prof. Services	7,500.00	874.20	1,914.61	5,585.39	0.00	5,585.39	74.47
195-195-5300-195		Auditorium Insurance & Bonds	18,762.00	0.00	0.00	18,762.00	0.00	18,762.00	100.00
195-195-5320-195		Auditorium Facility Maint.	25,000.00	3,000.82	3,168.77	21,831.23	0.00	21,831.23	87.32
195-195-5330-195		Auditorium Equipment Maint.	5,000.00	646.90	676.90	4,323.10	0.00	4,323.10	86.46
195-195-5590-195		Auditorium General Supplies	2,500.00	120.10	466.97	2,033.03	0.00	2,033.03	81.32
195-195-6300-195		Auditorium Electricity	32,994.00	0.00	6,404.09	26,589.91	0.00	26,589.91	80.59
195-195-6310-195		Auditorium Heating Fuels	10,593.00	4,848.27	5,263.71	5,329.29	0.00	5,329.29	50.31
195-195-6350-195		Auditorium Phones	4,236.00	352.47	1,409.88	2,826.12	0.00	2,826.12	66.72
		E20 Sub Totals:	106,585.00	9,842.76	19,304.93	87,280.07	0.00	87,280.07	81.89
		Expense Sub Totals:	145,734.00	12,092.73	29,813.17	115,920.83	0.00	115,920.83	79.54
		Dept 195 Sub Totals:	-366,765.00	-40,516.65	-191,496.00	-175,269.00	0.00		
		Fund Revenue Sub Totals:	525,499.00	53,309.38	226,584.17	298,914.83	0.00	298,914.83	56.88
		Fund Expense Sub Totals:	724,961.00	13,512.13	52,794.59	672,166.41	0.00	672,166.41	92.72
		Fund 195 Sub Totals:	199,462.00	-39,797.25	-173,789.58	373,251.58	0.00		
Fund 212		2012 A&B							
Dept 212-000		Non-Departmental							
R90		TRANSFERS IN							
212-000-3314-000		Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-000-3320-000		Transfer fm Other Funds	2,453.00	0.00	483.03	1,969.97	0.00	1,969.97	80.31
		R90 Sub Totals:	2,453.00	0.00	483.03	1,969.97	0.00	1,969.97	80.31
		Revenue Sub Totals:	2,453.00	0.00	483.03	1,969.97	0.00	1,969.97	80.31
		Dept 000 Sub Totals:	-2,453.00	0.00	-483.03	-1,969.97	0.00		
Dept 212-212		2012 A&B COPs							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	R06 Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	Revenue Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
E50	DEBT SERVICE - INTEREST & FI							
212-212-5920-212	2012 A & B Interest	46.00	0.00	483.03	-437.03	0.00	-437.03	0.00
212-212-5930-212	2012 Paying Agent Fees	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E50 Sub Totals:	1,046.00	0.00	483.03	562.97	0.00	562.97	53.82
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	1,407.00	0.00	0.00	1,407.00	0.00	1,407.00	100.00
	E55 Sub Totals:	1,407.00	0.00	0.00	1,407.00	0.00	1,407.00	100.00
	Expense Sub Totals:	2,453.00	0.00	483.03	1,969.97	0.00	1,969.97	80.31
	Dept 212 Sub Totals:	1,953.00	0.00	483.03	1,469.97	0.00		
	Fund Revenue Sub Totals:	2,953.00	0.00	483.03	2,469.97	0.00	2,469.97	83.64
	Fund Expense Sub Totals:	2,453.00	0.00	483.03	1,969.97	0.00	1,969.97	80.31
	Fund 212 Sub Totals:	-500.00	0.00	0.00	-500.00	0.00		
Fund 213	2013 Series Spc Obl Bond							
Dept 213-000	Non-Departmental							
R90	TRANSFERS IN							
213-000-3373-000	Transfer from Street Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 213-213	Dept 200 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
R06	REVENUE FROM USE OF ASSET							
213-213-4700-213	Interest Earned	0.00	3.41	13.71	-13.71	0.00	-13.71	0.00
	R06 Sub Totals:	0.00	3.41	13.71	-13.71	0.00	-13.71	0.00
	Revenue Sub Totals:	0.00	3.41	13.71	-13.71	0.00	-13.71	0.00
E50	DEBT SERVICE - INTEREST & FI							
213-213-5920-213	2013 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
213-213-5940-213	2013 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
213-213-5910-213	2013 SpObl Principal Pymt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 213 Sub Totals:	0.00	-3.41	-13.71	13.71	0.00		
	Fund Revenue Sub Totals:	0.00	3.41	13.71	-13.71	0.00	-13.71	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 213 Sub Totals:	0.00	-3.41	-13.71	13.71	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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
	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	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
216-000-3376-000	R90 Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Revenue Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Dept 000 Sub Totals:	-251,950.00	0.00	0.00	-251,950.00	0.00		
Dept 216-216	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	57,200.00	0.00	0.00	57,200.00	0.00	57,200.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	0.00	4,750.00	0.00	4,750.00	100.00
	E50 Sub Totals:	61,950.00	0.00	0.00	61,950.00	0.00	61,950.00	100.00
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	E55 Sub Totals:	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	Expense Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Dept 216 Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00		
	Fund Revenue Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Fund Expense Sub Totals:	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
	Fund 216 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
221-000-3321-000	Transfer in 2021 Series DS	500,501.00	0.00	28,510.57	471,990.43	0.00	471,990.43	94.30
	R90 Sub Totals:	500,501.00	0.00	28,510.57	471,990.43	0.00	471,990.43	94.30
	Revenue Sub Totals:	500,501.00	0.00	28,510.57	471,990.43	0.00	471,990.43	94.30
	Dept 000 Sub Totals:	-500,501.00	0.00	-28,510.57	-471,990.43	0.00		
Dept 221-221	2021 Special Obligation Bonds							
R06	REVENUE FROM USE OF ASSET							
221-221-4700-221	Interest Earned 2021 Series	0.00	0.77	3.10	-3.10	0.00	-3.10	0.00
	R06 Sub Totals:	0.00	0.77	3.10	-3.10	0.00	-3.10	0.00
R10	NON-OPERATING REVENUES							
221-221-4750-221	Bond Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.77	3.10	-3.10	0.00	-3.10	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	43,001.00	0.00	28,510.57	14,490.43	0.00	14,490.43	33.70
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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:	45,501.00	0.00	28,510.57	16,990.43	0.00	16,990.43	37.34
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	455,000.00	0.00	0.00	455,000.00	0.00	455,000.00	100.00
	E55 Sub Totals:	455,000.00	0.00	0.00	455,000.00	0.00	455,000.00	100.00
	Expense Sub Totals:	500,501.00	0.00	28,510.57	471,990.43	0.00	471,990.43	94.30
	Dept 221 Sub Totals:	500,501.00	-0.77	28,507.47	471,993.53	0.00		
	Fund Revenue Sub Totals:	500,501.00	0.77	28,513.67	471,987.33	0.00	471,987.33	94.30
	Fund Expense Sub Totals:	500,501.00	0.00	28,510.57	471,990.43	0.00	471,990.43	94.30
	Fund 221 Sub Totals:	0.00	-0.77	-3.10	3.10	0.00		
Fund 290	Employee Insurance							
Dept 290-290								
R06	REVENUE FROM USE OF ASSET							
290-290-4700-290	Interest Earned-Employee Ins.	100.00	0.00	10.79	89.21	0.00	89.21	89.21
	R06 Sub Totals:	100.00	0.00	10.79	89.21	0.00	89.21	89.21
R10	NON-OPERATING REVENUES							
290-290-4951-290	City Portion for Ins Shortage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-290-4960-290	Employee Portion-Insurance	158,000.00	10,823.76	44,767.91	113,232.09	0.00	113,232.09	71.67
	R10 Sub Totals:	158,000.00	10,823.76	44,767.91	113,232.09	0.00	113,232.09	71.67
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	859,507.00	65,473.53	252,488.48	607,018.52	0.00	607,018.52	70.62
	R90 Sub Totals:	859,507.00	65,473.53	252,488.48	607,018.52	0.00	607,018.52	70.62
	Revenue Sub Totals:	1,017,607.00	76,297.29	297,267.18	720,339.82	0.00	720,339.82	70.79
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	859,506.00	64,108.26	302,883.91	556,622.09	0.00	556,622.09	64.76
290-290-6150-290	Health Insurance Fees Dependnt	158,000.00	9,705.39	49,629.78	108,370.22	0.00	108,370.22	68.59
	E25 Sub Totals:	1,017,506.00	73,813.65	352,513.69	664,992.31	0.00	664,992.31	65.36
	Expense Sub Totals:	1,017,506.00	73,813.65	352,513.69	664,992.31	0.00	664,992.31	65.36

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 290 Sub Totals:	-101.00	-2,483.64	55,246.51	-55,347.51	0.00		
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	0.00	3,214.31	15,137.49	-15,137.49	0.00	-15,137.49	0.00
290-291-6130-290	Dental Insurance Dependent	0.00	1,289.60	6,682.80	-6,682.80	0.00	-6,682.80	0.00
290-291-6135-290	Vision Insurance	0.00	507.64	2,643.35	-2,643.35	0.00	-2,643.35	0.00
	E25 Sub Totals:	0.00	5,011.55	24,463.64	-24,463.64	0.00	-24,463.64	0.00
	Expense Sub Totals:	0.00	5,011.55	24,463.64	-24,463.64	0.00	-24,463.64	0.00
	Dept 291 Sub Totals:	0.00	5,011.55	24,463.64	-24,463.64	0.00		
	Fund Revenue Sub Totals:	1,017,607.00	76,297.29	297,267.18	720,339.82	0.00	720,339.82	70.79
	Fund Expense Sub Totals:	1,017,506.00	78,825.20	376,977.33	640,528.67	0.00	640,528.67	62.95
	Fund 290 Sub Totals:	-101.00	2,527.91	79,710.15	-79,811.15	0.00		
Fund 300	Capital Improvement Sales Tax							
Dept 300-000	Non-Departmental							
R90	TRANSFERS IN							
300-000-3385-000	Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-111	Transfer fm City Clerk	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
300-000-3385-112	Transfer fm General Admin	250,000.00	-8,593.40	0.00	250,000.00	0.00	250,000.00	100.00
300-000-3385-115	Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-118	Transfer fm Recycle Center	114,000.00	0.00	0.00	114,000.00	0.00	114,000.00	100.00
300-000-3385-120	Transfer fm Police Dept	314,052.00	15,258.99	56,703.08	257,348.92	0.00	257,348.92	81.94
300-000-3385-130	Transfer fm Fire Department	368,617.00	12,701.94	12,701.94	355,915.06	0.00	355,915.06	96.55
300-000-3385-160	Transfer fm Airport	445,290.00	0.00	36,900.49	408,389.51	0.00	408,389.51	91.71
300-000-3385-170	Transfer fm Drainage	8,981,114.00	0.00	9,579.56	8,971,534.44	0.00	8,971,534.44	99.89
300-000-3385-175	Transfer fm Senior Center	150,000.00	75,416.84	82,287.77	67,712.23	0.00	67,712.23	45.14
300-000-3385-180	Transfer fm Parks & Rec	578,900.00	78,226.73	135,417.77	443,482.23	0.00	443,482.23	76.61
300-000-3385-195	Transfer fm Auditorium	340,000.00	0.00	8,500.00	331,500.00	0.00	331,500.00	97.50
300-000-3385-204	Transfer fm Cemetery	130,277.00	20,000.00	68,379.87	61,897.13	0.00	61,897.13	47.51
300-000-3385-450	Transfer fm Golf Course	244,400.00	7,751.31	36,525.37	207,874.63	0.00	207,874.63	85.06
300-000-3385-800	Transfer fm Streets Dept	749,196.67	22,618.21	512,852.78	236,343.89	0.00	236,343.89	31.55
	R90 Sub Totals:	12,680,846.67	223,380.62	959,848.63	11,720,998.04	0.00	11,720,998.04	92.43
	Revenue Sub Totals:	12,680,846.67	223,380.62	959,848.63	11,720,998.04	0.00	11,720,998.04	92.43
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
300-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3242-000	Transfer to Golf Cap Imp Debt	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
300-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
	Expense Sub Totals:	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
	Dept 000 Sub Totals:	-12,428,896.67	-202,384.62	-875,864.63	-11,553,032.04	0.00		
Dept 300-300 R01	Capital Improvement TAXES							
300-300-4030-300	Capital Improvement Sales Tax	326,412.00	34,885.84	142,020.17	184,391.83	0.00	184,391.83	56.49
	R01 Sub Totals:	326,412.00	34,885.84	142,020.17	184,391.83	0.00	184,391.83	56.49
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	76.09	487.90	712.10	0.00	712.10	59.34
	R06 Sub Totals:	1,200.00	76.09	487.90	712.10	0.00	712.10	59.34
R07	OTHER INCOME							
300-300-4800-300	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	327,612.00	34,961.93	142,508.07	185,103.93	0.00	185,103.93	56.50
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
300-300-5790-112	Capital Impr./Purchase GenAdm	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
300-300-5790-115	Capital Impr/Purch Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-300-5790-130	Capital Impr/Purch Fire Dept	368,617.00	12,701.94	12,701.94	355,915.06	201,316.44	154,598.62	41.94
300-300-5790-175	Capital Impr/Purch Senior Cent	150,000.00	75,402.65	82,273.58	67,726.42	0.00	67,726.42	45.15
300-300-5790-195	Capital Impr/Purch Auditorium	340,000.00	0.00	8,500.00	331,500.00	0.00	331,500.00	97.50
300-300-5790-204	Capital Impr/Purch IOOF	130,277.00	20,000.00	68,379.87	61,897.13	896.61	61,000.52	46.82
300-300-5790-300	Capital Improvement/Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-300-5790-430	Capital Impr/Purch Golf Course	244,400.00	7,751.31	36,525.37	207,874.63	120,613.00	87,261.63	35.70
300-300-5790-750	Capital Impr/Purch Parks & Rec	578,900.00	73,726.73	130,917.77	447,982.23	98,036.19	349,946.04	60.45
300-300-5790-800	Capital Impr/Purch Street Dept	749,196.67	22,618.21	512,852.78	236,343.89	246,586.29	-10,242.40	0.00
300-300-5790-990	Capital Impr/Purch Drainage	8,981,114.00	0.00	9,579.56	8,971,534.44	630,353.52	8,341,180.92	92.87
	E30 Sub Totals:	11,807,504.67	212,200.84	861,730.87	10,945,773.80	1,297,802.05	9,647,971.75	81.71
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	114,000.00	0.00	0.00	114,000.00	96,555.00	17,445.00	15.30
300-300-5790-120	Capital Impr/Purch Police Dept	314,052.00	15,258.99	56,703.08	257,348.92	201,316.45	56,032.47	17.84
300-300-5790-160	Capital Impr/Purch Airport	445,290.00	0.00	36,900.49	408,389.51	106,649.48	301,740.03	67.76

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E90 Sub Totals:	873,342.00	15,258.99	93,603.57	779,738.43	404,520.93	375,217.50	42.96
	Expense Sub Totals:	12,680,846.67	227,459.83	955,334.44	11,725,512.23	1,702,322.98	10,023,189.25	79.04
	Dept 300 Sub Totals:	12,353,234.67	192,497.90	812,826.37	11,540,408.30	1,702,322.98		
	Fund Revenue Sub Totals:	13,008,458.67	258,342.55	1,102,356.70	11,906,101.97	0.00	11,906,101.97	91.53
	Fund Expense Sub Totals:	12,932,796.67	248,455.83	1,039,318.44	11,893,478.23	1,702,322.98	10,191,155.25	78.80
	Fund 300 Sub Totals:	-75,662.00	-9,886.72	-63,038.26	-12,623.74	1,702,322.98		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							
E90	TRANSFERS OUT							
310-000-3210-000	Tran to General Adm 3% Adm Cst	2,831.00	236.00	944.00	1,887.00	0.00	1,887.00	66.65
310-000-3255-000	Transfer to -Celebrate	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3256-000	Tran to -Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3257-000	Transfer to-Bluegrass	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	32,831.00	236.00	944.00	31,887.00	0.00	31,887.00	97.12
	Expense Sub Totals:	32,831.00	236.00	944.00	31,887.00	0.00	31,887.00	97.12
	Dept 000 Sub Totals:	32,831.00	236.00	944.00	31,887.00	0.00		
Dept 310-310	TAXES							
R01	Motel Tax Revenue	94,373.00	7,615.49	30,118.32	64,254.68	0.00	64,254.68	68.09
310-310-4040-330								
	R01 Sub Totals:	94,373.00	7,615.49	30,118.32	64,254.68	0.00	64,254.68	68.09
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	950.00	93.21	378.32	571.68	0.00	571.68	60.18
	R06 Sub Totals:	950.00	93.21	378.32	571.68	0.00	571.68	60.18
	Revenue Sub Totals:	95,323.00	7,708.70	30,496.64	64,826.36	0.00	64,826.36	68.01
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	106,848.00	0.00	20,423.75	86,424.25	0.00	86,424.25	80.89
310-310-6520-330	Easter Event	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	106,848.00	0.00	20,423.75	86,424.25	0.00	86,424.25	80.89

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	106,848.00	0.00	20,423.75	86,424.25	0.00	86,424.25	80.89
	Dept 310 Sub Totals:	11,525.00	-7,708.70	-10,072.89	21,597.89	0.00		
	Fund Revenue Sub Totals:	95,323.00	7,708.70	30,496.64	64,826.36	0.00	64,826.36	68.01
	Fund Expense Sub Totals:	139,679.00	236.00	21,367.75	118,311.25	0.00	118,311.25	84.70
	Fund 310 Sub Totals:	44,356.00	-7,472.70	-9,128.89	53,484.89	0.00		
Fund 360	Tax Incremental Financing							
Dept 360-000	Non-Departmental							
R01	TAXES							
360-000-3300-000	Sales Tax TIF City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360	TAXES							
R01	Real Est. Tax TIF County	0.00	333,111.33	333,111.33	-333,111.33	0.00	-333,111.33	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	333,111.33	333,111.33	-333,111.33	0.00	-333,111.33	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	333,111.33	333,111.33	-333,111.33	0.00	-333,111.33	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	-333,111.33	-333,111.33	333,111.33	0.00		
	Fund Revenue Sub Totals:	0.00	333,111.33	333,111.33	-333,111.33	0.00	-333,111.33	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	-333,111.33	-333,111.33	333,111.33	0.00		
Fund 450	Golf Course							
Dept 450-000	Non-Departmental							
R90	TRANSFERS IN							
450-000-3340-000	Transfer fm General	290,399.99	0.00	0.00	290,399.99	0.00	290,399.99	100.00
450-000-3341-000	Transfer fm Parks -Mtce	61,992.00	5,166.00	20,664.00	41,328.00	0.00	41,328.00	66.67
450-000-3342-000	Transfer fm Capital Imp	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
	R90 Sub Totals:	604,341.99	26,162.00	104,648.00	499,693.99	0.00	499,693.99	82.68
	Revenue Sub Totals:	604,341.99	26,162.00	104,648.00	499,693.99	0.00	499,693.99	82.68
E90	TRANSFERS OUT							
450-000-3276-000	Transfer to 2016 DS	251,950.00	0.00	0.00	251,950.00	0.00	251,950.00	100.00
450-000-3285-000	Trns to Capital Improvement	244,400.00	7,751.31	36,525.37	207,874.63	0.00	207,874.63	85.06
	E90 Sub Totals:	496,350.00	7,751.31	36,525.37	459,824.63	0.00	459,824.63	92.64
	Expense Sub Totals:	496,350.00	7,751.31	36,525.37	459,824.63	0.00	459,824.63	92.64
	Dept 000 Sub Totals:	-107,991.99	-18,410.69	-68,122.63	-39,869.36	0.00		
Dept 450-150	CHARGES FOR SERVICES							
R04	Golf Course Fees	124,413.00	6,605.00	29,120.00	95,293.00	0.00	95,293.00	76.59
450-150-4350-430	City Tournament Fees	14,400.00	500.00	10,468.00	3,932.00	0.00	3,932.00	27.31
450-150-4370-430	Passes for Fees	75,500.00	667.50	5,418.50	70,081.50	0.00	70,081.50	92.82
450-150-4993-430	Advertising Revenue	3,500.00	0.00	250.00	3,250.00	0.00	3,250.00	92.86
	R04 Sub Totals:	217,813.00	7,772.50	45,256.50	172,556.50	0.00	172,556.50	79.22
R06	REVENUE FROM USE OF ASSET							
450-150-4360-430	Golf Cart Rentals	114,982.00	6,389.00	29,248.00	85,734.00	0.00	85,734.00	74.56
450-150-4390-430	Driving Range Revenue	5,000.00	436.00	2,034.00	2,966.00	0.00	2,966.00	59.32

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-4500-430	Community Room Rental	1,700.00	0.00	0.00	1,700.00	0.00	1,700.00	100.00
450-150-4700-430	Interest Earned-Golf Course	0.00	19.79	78.11	-78.11	0.00	-78.11	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:	121,682.00	6,844.79	31,360.11	90,321.89	0.00	90,321.89	74.23
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	0.00	-33.00	188.75	-188.75	0.00	-188.75	0.00
	R07 Sub Totals:	0.00	-33.00	188.75	-188.75	0.00	-188.75	0.00
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	30,000.00	1,598.50	8,150.50	21,849.50	0.00	21,849.50	72.83
450-150-4420-430	Golf Concessions Revenue	30,000.00	1,500.75	8,864.75	21,135.25	0.00	21,135.25	70.45
	R08 Sub Totals:	60,000.00	3,099.25	17,015.25	42,984.75	0.00	42,984.75	71.64
	Revenue Sub Totals:	399,495.00	17,683.54	93,820.61	305,674.39	0.00	305,674.39	76.52
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	156,572.00	11,459.67	42,560.97	114,011.03	0.00	114,011.03	72.82
450-150-5020-430	Golf Course Overtime	5,000.00	246.88	3,644.35	1,355.65	0.00	1,355.65	27.11
450-150-5030-430	Golf Course Part Time	84,000.00	642.00	24,091.72	59,908.28	0.00	59,908.28	71.32
450-150-5070-430	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
450-150-5170-430	Golf Course Social Security	18,787.00	940.67	5,361.72	13,425.28	0.00	13,425.28	71.46
450-150-5180-430	Golf Course Retirement	8,402.00	298.08	1,414.55	6,987.45	0.00	6,987.45	83.16
450-150-5190-430	Golf Course Health Insurance	30,211.00	2,399.68	7,199.14	23,011.86	0.00	23,011.86	76.17
450-150-5210-430	Golf Course Workers Comp.	10,757.00	0.00	0.00	10,757.00	0.00	10,757.00	100.00
450-150-5360-430	Golf Course Member/Train/Trvl	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
450-150-5380-430	Uniforms	3,500.00	0.00	-11.70	3,511.70	0.00	3,511.70	100.33
	E10 Sub Totals:	318,589.00	16,016.98	84,380.75	234,208.25	0.00	234,208.25	73.51
E20	OPERATING COSTS							
450-150-5260-430	Golf Course Prof. Services	14,589.00	1,111.11	3,352.08	11,236.92	0.00	11,236.92	77.02
450-150-5270-430	Golf Course Credit Card Fees	9,000.00	178.78	2,492.70	6,507.30	0.00	6,507.30	72.30
450-150-5300-430	Golf Insurance & Bonds	13,772.00	0.00	0.00	13,772.00	0.00	13,772.00	100.00
450-150-5310-430	Golf Course Concession Cost	30,000.00	-28.74	1,785.17	28,214.83	0.00	28,214.83	94.05
450-150-5314-430	Golf Course Accessories	25,000.00	1,501.62	8,142.20	16,857.80	0.00	16,857.80	67.43
450-150-5320-430	Golf Facility Maintenance	10,000.00	43.81	1,527.61	8,472.39	0.00	8,472.39	84.72
450-150-5325-430	Grounds Maintenance	46,000.00	2,674.09	9,756.63	36,243.37	0.00	36,243.37	78.79
450-150-5330-430	Golf Equipment Maintenance	15,000.00	10.89	750.32	14,249.68	0.00	14,249.68	95.00
450-150-5335-430	Golf Cart Maintenance	3,500.00	848.16	527.60	2,972.40	0.00	2,972.40	84.93
450-150-5350-430	Driving Range Expense	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
450-150-5530-430	Golf Course Fuels/Lubricants	20,000.00	0.00	3,570.86	16,429.14	0.00	16,429.14	82.15
450-150-5540-430	Golf Course Chemicals	55,000.00	0.00	31,624.87	23,375.13	22,057.60	1,317.53	2.40
450-150-5590-430	Golf Course General Supplies	6,000.00	228.49	2,314.81	3,685.19	0.00	3,685.19	61.42

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-5610-430	City Tournament Expense	0.00	0.00	3,623.10	-3,623.10	0.00	-3,623.10	0.00
450-150-5700-430	Golf Course Computer/Software	1,454.00	0.00	99.99	1,354.01	0.00	1,354.01	93.12
450-150-6300-430	Golf Course Electricity	16,532.00	0.00	4,645.50	11,886.50	0.00	11,886.50	71.90
450-150-6350-430	Golf Course Phones	5,400.00	352.47	1,582.32	3,817.68	0.00	3,817.68	70.70
	E20 Sub Totals:	272,747.00	6,920.68	75,795.76	196,951.24	22,057.60	174,893.64	64.12
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease Payments	28,210.00	0.00	9,403.12	18,806.88	0.00	18,806.88	66.67
	E30 Sub Totals:	28,210.00	0.00	9,403.12	18,806.88	0.00	18,806.88	66.67
	Expense Sub Totals:	619,546.00	22,937.66	169,579.63	449,966.37	22,057.60	427,908.77	69.07
	Dept 150 Sub Totals:	220,051.00	5,254.12	75,759.02	144,291.98	22,057.60		
	Fund Revenue Sub Totals:	1,003,836.99	43,845.54	198,468.61	805,368.38	0.00	805,368.38	80.23
	Fund Expense Sub Totals:	1,115,896.00	30,688.97	206,105.00	909,791.00	22,057.60	887,733.40	79.55
	Fund 450 Sub Totals:	112,059.01	-13,156.57	7,636.39	104,422.62	22,057.60		
Fund 500	Water/Wastewater							
Dept 500-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3306-000	Transfer fm ARPA	841,420.00	0.00	0.00	841,420.00	0.00	841,420.00	100.00
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	202,790.00	16,899.00	67,596.00	135,194.00	0.00	135,194.00	66.67
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	578,716.00	7,585.00	30,340.00	548,376.00	0.00	548,376.00	94.76
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	50,000.00	100,000.00	0.00	100,000.00	66.67
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	83,332.00	166,668.00	0.00	166,668.00	66.67
	R90 Sub Totals:	2,022,926.00	57,817.00	231,268.00	1,791,658.00	0.00	1,791,658.00	88.57
	Revenue Sub Totals:	2,022,926.00	57,817.00	231,268.00	1,791,658.00	0.00	1,791,658.00	88.57
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	202,790.00	16,899.00	67,596.00	135,194.00	0.00	135,194.00	66.67
500-000-3261-000	Transfer to WW Rplcmt Reserve	91,021.00	7,585.00	30,340.00	60,681.00	0.00	60,681.00	66.67
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	50,000.00	100,000.00	0.00	100,000.00	66.67
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	83,332.00	166,668.00	0.00	166,668.00	66.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E90 Sub Totals:	693,811.00	57,817.00	231,268.00	462,543.00	0.00	462,543.00	66.67
	Expense Sub Totals:	693,811.00	57,817.00	231,268.00	462,543.00	0.00	462,543.00	66.67
	Dept 000 Sub Totals:	-1,329,115.00	0.00	0.00	-1,329,115.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	929.00	0.00	337.46	591.54	0.00	591.54	63.67
500-212-5930-212	Admin. Fee 2012 A	2,049.00	0.00	0.00	2,049.00	0.00	2,049.00	100.00
	E50 Sub Totals:	2,978.00	0.00	337.46	2,640.54	0.00	2,640.54	88.67
	Expense Sub Totals:	2,978.00	0.00	337.46	2,640.54	0.00	2,640.54	88.67
	Dept 212 Sub Totals:	2,978.00	0.00	337.46	2,640.54	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	CHARGES FOR SERVICES							
R04	Penalties/Utility Bills	107,000.00	7,135.88	35,032.56	71,967.44	0.00	71,967.44	67.26
500-510-3510-510	Residential Trash Billing	545,280.00	50,784.37	201,665.88	343,614.12	0.00	343,614.12	63.02
500-510-3530-510	Service Application Fee	8,300.00	510.00	2,520.00	5,780.00	0.00	5,780.00	69.64
500-510-3540-510	Trash Tag Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-3580-510	Billing Customers-Water	2,200,000.00	198,881.07	774,598.92	1,425,401.08	0.00	1,425,401.08	64.79
500-510-3600-510	Online Surcharge Fees	11,000.00	497.55	1,888.28	9,111.72	0.00	9,111.72	82.83
	R04 Sub Totals:	2,871,580.00	257,808.87	1,015,705.64	1,855,874.36	0.00	1,855,874.36	64.63
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	6,979.22	21,871.60	28,908.40	0.00	28,908.40	56.93
500-510-4700-510	Interest Earned-Water/WW	15,000.00	1,443.53	5,897.67	9,102.33	0.00	9,102.33	60.68
500-510-4760-510	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	65,780.00	8,422.75	27,769.27	38,010.73	0.00	38,010.73	57.78
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	116.75	306.88	-306.88	0.00	-306.88	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	0.00	116.75	306.88	-306.88	0.00	-306.88	0.00
	Revenue Sub Totals:	2,937,360.00	266,348.37	1,043,781.79	1,893,578.21	0.00	1,893,578.21	64.47
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	297,377.00	21,684.68	95,548.40	201,828.60	0.00	201,828.60	67.87
500-510-5020-510	Water Admin Overtime	3,000.00	76.32	1,771.16	1,228.84	0.00	1,228.84	40.96
500-510-5170-510	Water Admin Social Security	22,979.00	1,577.30	7,095.19	15,883.81	0.00	15,883.81	69.12
500-510-5180-510	Water Admin Retirement	15,620.00	1,131.60	5,068.17	10,551.83	0.00	10,551.83	67.55
500-510-5185-510	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-5190-510	Water Admin Health Insurance	49,093.00	3,806.86	15,064.15	34,028.85	0.00	34,028.85	69.32
500-510-5210-510	Water Admin Workers Comp.	13,157.00	0.00	0.00	13,157.00	0.00	13,157.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	7,084.00	0.00	447.00	6,637.00	0.00	6,637.00	93.69
	E10 Sub Totals:	408,310.00	28,276.76	124,994.07	283,315.93	0.00	283,315.93	69.39
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	96,447.00	2,569.68	45,605.27	50,841.73	0.00	50,841.73	52.71
500-510-5270-510	Water Admin Credit Card Fees	38,000.00	4,227.68	18,291.64	19,708.36	0.00	19,708.36	51.86
500-510-5273-510	Collection Agency Charges	3,000.00	109.06	150.28	2,849.72	0.00	2,849.72	94.99
500-510-5300-510	Water Admin Insurance & Bonds	600.00	0.00	0.00	600.00	0.00	600.00	100.00
500-510-5330-510	Water Admin Equipment Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
500-510-5590-510	Water Admin General Supplies	55,840.00	280.20	12,888.51	42,951.49	0.00	42,951.49	76.92
500-510-5700-510	Water Admin Comp., Software	2,916.00	0.00	0.00	2,916.00	0.00	2,916.00	100.00
500-510-6260-510	Trash Service Paid	518,016.00	47,459.89	141,625.31	376,390.69	0.00	376,390.69	72.66
500-510-6350-510	Water Admin Phones	4,800.00	400.00	1,600.00	3,200.00	0.00	3,200.00	66.67
	E20 Sub Totals:	720,619.00	55,046.51	220,161.01	500,457.99	0.00	500,457.99	69.45
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	1,128,929.00	83,323.27	345,155.08	783,773.92	0.00	783,773.92	69.43
	Dept 510 Sub Totals:	-1,808,431.00	-183,025.10	-698,626.71	-1,109,804.29	0.00		
Dept 500-530								
R03	INTER-GOVERNMENTAL							
500-530-4200-530	Grant Revenue	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
	R03 Sub Totals:	5,000,000.00	0.00	0.00	5,000,000.00	0.00	5,000,000.00	100.00
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	130,000.00	11,130.65	44,763.02	85,236.98	0.00	85,236.98	65.57
500-530-3610-531	Water Taps	58,000.00	3,115.00	10,137.95	47,862.05	0.00	47,862.05	82.52

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R04 Sub Totals:	188,000.00	14,245.65	54,900.97	133,099.03	0.00	133,099.03	70.80
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	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
	R06 Sub Totals:	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
R07	OTHER INCOME							
500-530-4800-530	D&M Miscellaneous	0.00	25.00	336.50	-336.50	0.00	-336.50	0.00
500-530-4800-531	Meter Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	25.00	336.50	-336.50	0.00	-336.50	0.00
	Revenue Sub Totals:	5,208,000.00	14,270.65	55,237.47	5,152,762.53	0.00	5,152,762.53	98.94
E02	DEPRECIATION EXPENSE							
500-530-5990-530	Depreciation	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
	E02 Sub Totals:	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	349,937.00	25,316.12	115,074.56	234,862.44	0.00	234,862.44	67.12
500-530-5010-531	Meter Read/Mtnce. Salaries	115,714.00	5,775.36	35,806.05	79,907.95	0.00	79,907.95	69.06
500-530-5020-530	Water Distribution Overtime	19,000.00	2,376.65	7,801.26	11,198.74	0.00	11,198.74	58.94
500-530-5020-531	Meter Reading Overtime	8,000.00	279.12	2,203.33	5,796.67	0.00	5,796.67	72.46
500-530-5030-531	Meter Program Part Time	0.00	847.50	847.50	-847.50	0.00	-847.50	0.00
500-530-5070-530	Availability Allowance	1,800.00	150.00	570.00	1,230.00	0.00	1,230.00	68.33
500-530-5070-531	Availability Allowance	1,080.00	60.00	330.00	750.00	0.00	750.00	69.44
500-530-5170-530	Water Distribution Soc'l Sec.	28,224.00	2,110.15	9,364.25	18,859.75	0.00	18,859.75	66.82
500-530-5170-531	Meter Program Social Security	10,536.00	527.30	2,953.39	7,582.61	0.00	7,582.61	71.97
500-530-5180-530	Water Distribution Retirement	19,185.00	1,447.79	6,101.89	13,083.11	0.00	13,083.11	68.19
500-530-5180-531	Meter Program Retirement	6,434.00	317.95	1,932.07	4,501.93	0.00	4,501.93	69.97
500-530-5185-530	Pension Expense	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
500-530-5190-530	Water Distribution Health Ins.	67,975.00	5,399.28	21,597.48	46,377.52	0.00	46,377.52	68.23
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,199.84	6,599.24	16,059.76	0.00	16,059.76	70.88
500-530-5210-530	Water Distribution Work Comp	16,160.00	0.00	0.00	16,160.00	0.00	16,160.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,032.00	0.00	0.00	6,032.00	0.00	6,032.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	5,000.00	0.00	1,442.00	3,558.00	0.00	3,558.00	71.16
500-530-5380-530	Water Distribution Uniforms	5,000.00	0.00	3,227.76	1,772.24	0.00	1,772.24	35.44
500-530-5380-531	Meter Program Uniforms	1,875.00	0.00	589.97	1,285.03	0.00	1,285.03	68.53
	E10 Sub Totals:	724,611.00	45,807.06	216,440.75	508,170.25	0.00	508,170.25	70.13
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	64,400.00	3,552.91	6,159.77	58,240.23	0.00	58,240.23	90.44
500-530-5300-530	Water Distribution Ins & Bonds	13,248.00	0.00	0.00	13,248.00	0.00	13,248.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	94,000.00	0.00	48,651.69	45,348.31	0.00	45,348.31	48.24
500-530-5330-530	Water Distribution Equip Maint	40,000.00	2,451.29	10,450.29	29,549.71	0.00	29,549.71	73.87
500-530-5330-531	Meter Program Equipment Maint.	25,000.00	0.00	0.00	25,000.00	8,700.00	16,300.00	65.20
500-530-5530-530	Water Distribution Fuels	35,000.00	2,330.95	9,181.44	25,818.56	0.00	25,818.56	73.77
500-530-5530-531	Meter Program Fuels/Lubricants	7,000.00	566.92	2,877.80	4,122.20	0.00	4,122.20	58.89
500-530-5590-530	Water Distrib. Gen Supplies	4,000.00	329.22	846.14	3,153.86	0.00	3,153.86	78.85
500-530-5590-531	Meter Program General Supplies	1,500.00	112.91	469.04	1,030.96	0.00	1,030.96	68.73
500-530-5620-530	Water Distribution Line Repair	100,357.00	4,166.36	12,349.06	88,007.94	1,249.80	86,758.14	86.45
500-530-5650-531	Meter Program Meter Sets	93,582.53	4,274.50	10,088.54	83,493.99	23,753.37	59,740.62	63.84
500-530-5700-530	Water Distrib. Comp., Software	2,954.00	0.00	0.00	2,954.00	0.00	2,954.00	100.00
500-530-5700-531	Meter Reading Comp/Software	2,146.00	0.00	225.82	1,920.18	0.00	1,920.18	89.48
500-530-6300-530	Water Distribution Electricity	6,068.00	0.00	974.11	5,093.89	0.00	5,093.89	83.95
500-530-6310-530	Water Distrib. Heating Fuels	2,005.00	441.48	706.18	1,298.82	0.00	1,298.82	64.78
500-530-6350-530	Water Dist Telephones	5,400.00	372.79	1,836.00	3,564.00	0.00	3,564.00	66.00
500-530-6390-530	Water Distribution Minor Equip	6,000.00	615.98	1,498.12	4,501.88	0.00	4,501.88	75.03
	E20 Sub Totals:	502,660.53	19,215.31	106,314.00	396,346.53	33,703.17	362,643.36	72.14
E30	CAPITAL OUTLAY							
500-530-5660-531	Meter Replacement Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5780-530	D&M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5790-530	Water Dist Capital Purchases	6,474,114.00	6,510.20	21,438.44	6,452,675.56	88,238.30	6,364,437.26	98.31
500-530-5790-531	Meter Program Capital Equip	12,000.00	0.00	0.00	12,000.00	9,772.00	2,228.00	18.57
500-530-6380-530	Lease Purchase Payments	7,227.00	0.00	7,183.22	43.78	0.00	43.78	0.61
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	6,493,341.00	6,510.20	28,621.66	6,464,719.34	98,010.30	6,366,709.04	98.05
E50	DEBT SERVICE - INTEREST & FI							
500-530-5920-596	2011 DNR SRF Interest Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	7,940,612.53	71,532.57	351,376.41	7,589,236.12	131,713.47	7,457,522.65	93.92
	Dept 530 Sub Totals:	2,732,612.53	57,261.92	296,138.94	2,436,473.59	131,713.47		
Dept 500-610 R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	193,012.00	0.00	193,012.00	0.00	0.00	0.00	0.00
500-610-4205-610	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	193,012.00	0.00	193,012.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	70,000.00	11,603.15	33,915.63	36,084.37	0.00	36,084.37	51.55
500-610-3590-610	Billings to Customers WW	2,131,000.00	194,214.14	747,625.39	1,383,374.61	0.00	1,383,374.61	64.92

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-3610-610	Sewer Saddle Charges	3,000.00	0.00	400.00	2,600.00	0.00	2,600.00	86.67
	R04 Sub Totals:	2,204,000.00	205,817.29	781,941.02	1,422,058.98	0.00	1,422,058.98	64.52
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	6,221.75	-6,221.75	0.00	-6,221.75	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	6,221.75	-6,221.75	0.00	-6,221.75	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	2,397,012.00	205,817.29	981,174.77	1,415,837.23	0.00	1,415,837.23	59.07
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	2,425.02	7,274.98	0.00	7,274.98	75.00
500-610-5260-520	Water Plant Prof. Services	34,780.00	265.00	345.00	34,435.00	0.00	34,435.00	99.01
500-610-5260-610	Wastewater Prof. Services	91,600.00	15,588.25	33,039.05	58,560.95	72,213.30	-13,652.35	0.00
500-610-5300-520	Water Plant Insurance & Bonds	72,751.00	0.00	0.00	72,751.00	0.00	72,751.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	43,318.00	0.00	0.00	43,318.00	0.00	43,318.00	100.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	1,844.76	3,263.71	11,736.29	0.00	11,736.29	78.24
500-610-5320-610	Wastewater Facility Maint.	20,000.00	0.00	130.00	19,870.00	0.00	19,870.00	99.35
500-610-5330-520	Water Plant Equipment Maint.	23,000.00	0.00	0.00	23,000.00	0.00	23,000.00	100.00
500-610-5330-610	Wastewater Equipment Maint.	90,000.00	1,240.75	15,140.87	74,859.13	3,924.02	70,935.11	78.82
500-610-5530-520	Water Plant Fuels/Lubricants	1,000.00	57.65	311.65	688.35	0.00	688.35	68.84
500-610-5530-610	Wastewater Fuels/Lubricants	15,000.00	3,681.12	14,370.02	629.98	0.00	629.98	4.20
500-610-5590-520	Water Plant General Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
500-610-5590-610	Wastewater General Supplies	500.00	0.00	16.77	483.23	0.00	483.23	96.65
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	490.00	2,510.00	0.00	2,510.00	83.67
500-610-5700-520	Filtration Comp., Software	300.00	0.00	0.00	300.00	0.00	300.00	100.00
500-610-5700-610	Wastewater Comp., Software	196.00	0.00	0.00	196.00	0.00	196.00	100.00
500-610-5800-520	Alliance Contract	153,384.00	13,156.92	116,553.04	36,830.96	0.00	36,830.96	24.01

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-5800-610	Alliance Contract	974,353.00	80,821.08	281,531.29	692,821.71	0.00	692,821.71	71.11
500-610-6300-520	Filtration Electricity	330,074.00	0.00	56,161.71	273,912.29	0.00	273,912.29	82.99
500-610-6300-610	Wastewater Electricity	246,770.00	147.86	35,162.91	211,607.09	0.00	211,607.09	85.75
500-610-6310-520	Filtration Heating Fuels	5,532.00	2,152.88	3,539.98	1,992.02	0.00	1,992.02	36.01
500-610-6310-610	Wastewater Heating Fuels	7,000.00	1,914.22	1,914.22	5,085.78	0.00	5,085.78	72.65
500-610-6350-520	Filtration Phones	10,020.00	520.06	2,835.12	7,184.88	0.00	7,184.88	71.71
500-610-6350-610	Wastewater Phones	9,300.00	704.94	2,992.20	6,307.80	0.00	6,307.80	67.83
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,156,778.00	122,903.83	570,222.56	1,586,555.44	76,137.32	1,510,418.12	70.03
E30	CAPITAL OUTLAY							
500-610-5780-520	Filtration Cap. Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5780-610	WW Vehicle	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
500-610-5790-520	Filtration Capital- Other	753,881.07	22,000.00	351,879.32	402,001.75	6,126.45	395,875.30	52.51
500-610-5790-610	WW Capital Equipment	217,277.18	0.00	80,987.18	136,290.00	0.00	136,290.00	62.73
500-610-5810-619	WW Line Capital Improvemt	6,831,882.00	119,666.95	263,444.43	6,568,437.57	180,055.27	6,388,382.30	93.51
	E30 Sub Totals:	7,848,040.25	141,666.95	696,310.93	7,151,729.32	186,181.72	6,965,547.60	88.76
	Expense Sub Totals:	10,604,818.25	264,570.78	1,266,533.49	9,338,284.76	262,319.04	9,075,965.72	85.58
	Dept 610 Sub Totals:	8,207,806.25	58,753.49	285,358.72	7,922,447.53	262,319.04		
Dept 500-640								
R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	33,953.00	0.00	337.46	33,615.54	0.00	33,615.54	99.01
	R90 Sub Totals:	33,953.00	0.00	337.46	33,615.54	0.00	33,615.54	99.01
	Revenue Sub Totals:	33,953.00	0.00	337.46	33,615.54	0.00	33,615.54	99.01
E02	DEPRECIATION EXPENSE							
500-640-5980-640	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
500-640-5920-646	Interest on 2009B	35,587.00	0.00	9,407.43	26,179.57	0.00	26,179.57	73.56
500-640-5920-648	2011 Water Imprpm Interest Exp.	79,834.00	0.00	20,632.94	59,201.06	0.00	59,201.06	74.16
500-640-5930-645	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-640-5930-646	Paying Agent Fee - 2009B	12,148.00	6,804.38	6,804.38	5,343.62	0.00	5,343.62	43.99
500-640-5930-648	2011 Water Impr. Adm Fees	27,030.00	14,566.96	14,566.96	12,463.04	0.00	12,463.04	46.11
	E50 Sub Totals:	154,599.00	21,371.34	51,411.71	103,187.29	0.00	103,187.29	66.75
	Expense Sub Totals:	154,599.00	21,371.34	51,411.71	103,187.29	0.00	103,187.29	66.75

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 640 Sub Totals:	120,646.00	21,371.34	51,074.25	69,571.75	0.00		
	Fund Revenue Sub Totals:	12,599,251.00	544,253.31	2,311,799.49	10,287,451.51	0.00	10,287,451.51	81.65
	Fund Expense Sub Totals:	20,525,747.78	498,614.96	2,246,082.15	18,279,665.63	394,032.51	17,885,633.12	87.14
	Fund 500 Sub Totals:	7,926,496.78	-45,638.35	-65,717.34	7,992,214.12	394,032.51		
Fund 653	FEMA DR 4250 Flooding							
Dept 653-653	FEMA DR 4250 Flooding							
R03	INTER-GOVERNMENTAL							
653-653-4660-653	FEMA Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
653-653-5590-653	FEMA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 654	FEMA DR Flooding							
Dept 654-654	FEMA DR Flooding							
R03	INTER-GOVERNMENTAL							
654-654-4660-654	FEMA DR Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 680	CDBG Public Service Pass Through							
Dept 680-000	Non-Departmental							
R03	INTER-GOVERNMENTAL							
680-000-2099-000	CDBG transfer fm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 680 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 700	Abbott Brothers Trust							
Dept 700-000	Non-Departmental							
E90	TRANSFERS OUT							
700-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 700-700	REVENUE FROM USE OF ASSET							
R06	Farm Proceeds	1,000.00	0.00	1,963.69	-963.69	0.00	-963.69	0.00
700-700-4570-700	Int. Earned-Abbott Brothers Fd	50.00	12.25	48.13	1.87	0.00	1.87	3.74
700-700-4700-700	R06 Sub Totals:	1,050.00	12.25	2,011.82	-961.82	0.00	-961.82	0.00
R07	OTHER INCOME							
700-700-4760-700	Farm Insurance Claims	0.00	0.00	374.00	-374.00	0.00	-374.00	0.00
	R07 Sub Totals:	0.00	0.00	374.00	-374.00	0.00	-374.00	0.00
	Revenue Sub Totals:	1,050.00	12.25	2,385.82	-1,335.82	0.00	-1,335.82	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	200.00	0.00	0.00	200.00	0.00	200.00	100.00
700-700-5440-700	Real Estate Taxes	158.00	157.00	157.00	1.00	0.00	1.00	0.63
	E20 Sub Totals:	358.00	157.00	157.00	201.00	0.00	201.00	56.15
	Expense Sub Totals:	358.00	157.00	157.00	201.00	0.00	201.00	56.15
	Dept 700 Sub Totals:	-692.00	144.75	-2,228.82	1,536.82	0.00		
	Fund Revenue Sub Totals:	1,050.00	12.25	2,385.82	-1,335.82	0.00	-1,335.82	0.00
	Fund Expense Sub Totals:	358.00	157.00	157.00	201.00	0.00	201.00	56.15
	Fund 700 Sub Totals:	-692.00	144.75	-2,228.82	1,536.82	0.00		
Fund 710	Morse Park Trust							
Dept 710-710								
R06	REVENUE FROM USE OF ASSET							
710-710-4700-710	Interest Earned-Morse Park Fd	13.00	1.07	4.31	8.69	0.00	8.69	66.85
	R06 Sub Totals:	13.00	1.07	4.31	8.69	0.00	8.69	66.85
	Revenue Sub Totals:	13.00	1.07	4.31	8.69	0.00	8.69	66.85
	Dept 710 Sub Totals:	-13.00	-1.07	-4.31	-8.69	0.00		
	Fund Revenue Sub Totals:	13.00	1.07	4.31	8.69	0.00	8.69	66.85
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-13.00	-1.07	-4.31	-8.69	0.00		
Fund 800	Street Department Sales Tax							
Dept 800-000	Non-Departmental							
E90	TRANSFERS OUT							
800-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3216-000	Transfer to Airport -Land	5,660.00	471.67	1,415.01	4,244.99	0.00	4,244.99	75.00
800-000-3220-000	Transfer to 2012A&B Fund	2,453.00	0.00	145.57	2,307.43	0.00	2,307.43	94.07
800-000-3285-000	Trns to Capital Improvement	749,196.67	22,618.21	512,852.78	236,343.89	0.00	236,343.89	31.55
	E90 Sub Totals:	757,309.67	23,089.88	514,413.36	242,896.31	0.00	242,896.31	32.07
	Expense Sub Totals:	757,309.67	23,089.88	514,413.36	242,896.31	0.00	242,896.31	32.07

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	757,309.67	23,089.88	514,413.36	242,896.31	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	989,085.00	104,770.85	426,173.94	562,911.06	0.00	562,911.06	56.91
800-800-4090-800	Vehicle Sales Tax	85,000.00	10,590.19	41,759.65	43,240.35	0.00	43,240.35	50.87
800-800-4130-800	Sanitation Enforcement	15,800.00	2,838.77	6,636.40	9,163.60	0.00	9,163.60	58.00
800-800-4280-800	Gasoline Tax	315,000.00	36,410.69	147,690.42	167,309.58	0.00	167,309.58	53.11
	R01 Sub Totals:	1,404,885.00	154,610.50	622,260.41	782,624.59	0.00	782,624.59	55.71
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,000.00	6,377.72	19,489.59	34,510.41	0.00	34,510.41	63.91
	R02 Sub Totals:	54,000.00	6,377.72	19,489.59	34,510.41	0.00	34,510.41	63.91
R03	INTER-GOVERNMENTAL							
800-800-4850-800	TDD Road Mtce Contract	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00
	R03 Sub Totals:	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00
R06	REVENUE FROM USE OF ASSET							
800-800-4700-800	Interest Earned-Street Fund	4,000.00	541.08	2,170.69	1,829.31	0.00	1,829.31	45.73
800-800-4820-800	Street Sale of Property	0.00	0.00	14,573.17	-14,573.17	0.00	-14,573.17	0.00
	R06 Sub Totals:	4,000.00	541.08	16,743.86	-12,743.86	0.00	-12,743.86	0.00
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	1,486,910.00	161,529.30	658,493.86	828,416.14	0.00	828,416.14	55.71
E10	PERSONNEL							
800-800-5010-800	Street Salaries	332,264.00	25,387.51	111,464.48	220,799.52	0.00	220,799.52	66.45
800-800-5020-800	Street Overtime	16,000.00	446.97	4,222.49	11,777.51	0.00	11,777.51	73.61
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	465.00	975.00	0.00	975.00	67.71
800-800-5170-800	Street Social Security	27,561.00	1,936.64	8,690.07	18,870.93	0.00	18,870.93	68.47
800-800-5180-800	Street Retirement	18,110.00	1,349.64	6,039.88	12,070.12	0.00	12,070.12	66.65
800-800-5190-800	Street Health Insurance	60,422.00	4,875.82	19,183.58	41,238.42	0.00	41,238.42	68.25
800-800-5210-800	Street Workers Compensation	15,780.00	0.00	0.00	15,780.00	0.00	15,780.00	100.00
800-800-5360-800	Street Member/Training/Travel	1,500.00	0.00	70.00	1,430.00	0.00	1,430.00	95.33
800-800-5380-800	Street Uniforms	5,000.00	110.02	2,363.77	2,636.23	0.00	2,636.23	52.72
	E10 Sub Totals:	490,077.00	34,226.60	152,499.27	337,577.73	0.00	337,577.73	68.88
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5260-360	Street TIF Professional Srvc	50,000.00	6,342.06	33,164.76	16,835.24	0.00	16,835.24	33.67
800-800-5260-800	Street Professional Services	26,032.00	8,575.66	11,796.23	14,235.77	0.00	14,235.77	54.69
800-800-5300-800	Street Insurance & Bonds	5,126.00	0.00	0.00	5,126.00	0.00	5,126.00	100.00
800-800-5320-800	Street Facility Maintenance	10,000.00	14.14	68.23	9,931.77	0.00	9,931.77	99.32
800-800-5330-800	Street Equipment Maintenance	50,000.00	5,099.10	15,909.08	34,090.92	0.00	34,090.92	68.18
800-800-5530-800	Street Fuels/Lubricants	40,000.00	3,371.73	15,717.83	24,282.17	0.00	24,282.17	60.71
800-800-5580-800	Street Maintenance Materials	70,000.00	2,007.27	7,854.75	62,145.25	1,339.16	60,806.09	86.87
800-800-5590-800	Street General Supplies	3,500.00	398.50	1,678.84	1,821.16	0.00	1,821.16	52.03
800-800-5600-800	Street Signs and Markings	30,000.00	172.20	8,628.12	21,371.88	0.00	21,371.88	71.24
800-800-5700-800	Street Computers, Software	3,755.00	0.00	0.00	3,755.00	0.00	3,755.00	100.00
800-800-6300-800	Street Electricity	6,068.00	0.00	974.12	5,093.88	0.00	5,093.88	83.95
800-800-6310-800	Street Heating Fuels	2,649.00	441.47	706.17	1,942.83	0.00	1,942.83	73.34
800-800-6340-800	Street Lights	157,025.00	0.00	27,409.90	129,615.10	0.00	129,615.10	82.54
800-800-6350-800	Street Phones	4,860.00	176.23	1,393.34	3,466.66	0.00	3,466.66	71.33
800-800-6390-800	Street Minor Equipment	4,500.00	526.84	659.75	3,840.25	0.00	3,840.25	85.34
	E20 Sub Totals:	463,515.00	27,125.20	125,961.12	337,553.88	1,339.16	336,214.72	72.54
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	400,000.00	0.00	0.00	400,000.00	0.00	400,000.00	100.00
800-800-6380-800	Lease Purchase Payments	7,852.00	0.00	7,836.47	15.53	0.00	15.53	0.20
	E30 Sub Totals:	407,852.00	0.00	7,836.47	400,015.53	0.00	400,015.53	98.08
	Expense Sub Totals:	1,361,444.00	61,351.80	286,296.86	1,075,147.14	1,339.16	1,073,807.98	78.87
	Dept 800 Sub Totals:	-125,466.00	-100,177.50	-372,197.00	246,731.00	1,339.16		
	Fund Revenue Sub Totals:	1,486,910.00	161,529.30	658,493.86	828,416.14	0.00	828,416.14	55.71
	Fund Expense Sub Totals:	2,118,753.67	84,441.68	800,710.22	1,318,043.45	1,339.16	1,316,704.29	62.15
	Fund 800 Sub Totals:	631,843.67	-77,087.62	142,216.36	489,627.31	1,339.16		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	26.03	104.70	-104.70	0.00	-104.70	0.00
	R06 Sub Totals:	0.00	26.03	104.70	-104.70	0.00	-104.70	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	26.03	104.70	-104.70	0.00	-104.70	0.00
	Dept 833 Sub Totals:	0.00	-26.03	-104.70	104.70	0.00		
	Fund Revenue Sub Totals:	0.00	26.03	104.70	-104.70	0.00	-104.70	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 833 Sub Totals:	0.00	-26.03	-104.70	104.70	0.00		
Fund 900	Street/Bridge Sales Tax							
Dept 900-000	Non-Departmental							
E55	DEBT SERVICE - PRINCIPLE							
900-000-3273-000	Transfer to 2013 SpObl Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
900-000-3221-000	Transfer to 2021 Series DS	233,102.00	0.00	14,255.29	218,846.71	0.00	218,846.71	93.88
	E90 Sub Totals:	233,102.00	0.00	14,255.29	218,846.71	0.00	218,846.71	93.88
	Expense Sub Totals:	233,102.00	0.00	14,255.29	218,846.71	0.00	218,846.71	93.88
	Dept 000 Sub Totals:	233,102.00	0.00	14,255.29	218,846.71	0.00		
Dept 900-900	TAXES							
R01	Street/Bridge Sales Tax	329,613.00	34,885.80	142,020.13	187,592.87	0.00	187,592.87	56.91
900-900-4030-900								
	R01 Sub Totals:	329,613.00	34,885.80	142,020.13	187,592.87	0.00	187,592.87	56.91
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	0.00	243.12	915.56	-915.56	0.00	-915.56	0.00
	R06 Sub Totals:	0.00	243.12	915.56	-915.56	0.00	-915.56	0.00
	Revenue Sub Totals:	329,613.00	35,128.92	142,935.69	186,677.31	0.00	186,677.31	56.64
	Dept 900 Sub Totals:	-329,613.00	-35,128.92	-142,935.69	-186,677.31	0.00		
	Fund Revenue Sub Totals:	329,613.00	35,128.92	142,935.69	186,677.31	0.00	186,677.31	56.64
	Fund Expense Sub Totals:	233,102.00	0.00	14,255.29	218,846.71	0.00	218,846.71	93.88

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund 900 Sub Totals:	-96,511.00	-35,128.92	-128,680.40	32,169.40	0.00		
	Revenue Totals:	50,312,716.66	2,896,574.71	9,780,224.09	40,532,492.57	0.00	40,532,492.57	80.56
	Expense Totals:	62,984,827.12	1,840,487.04	8,157,631.74	54,827,195.38	2,159,702.25	52,667,493.13	83.62
	Report Totals:	12,672,110.46	-1,056,087.67	-1,622,592.35	14,294,702.81	2,159,702.25		

General Ledger

Fund Balance

31-Jan-23

		FY2023			
Sort Level	Description	Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	8,769,266.38	\$ 3,072,378.26	\$ 2,150,680.32	\$ 9,690,964.32
120	Police Grants	9,798.40	\$ -	\$ -	\$ 9,798.40
124	Shop With a Cop	1,464.01	\$ 17,467.35	\$ 15,089.49	\$ 3,841.87
130	Fire Sales Tax	670,415.63	\$ 823,180.04	\$ 752,728.34	\$ 740,867.33
170	Drainage Sales Tax	1,114,272.23	\$ 171,699.60	\$ 66,063.80	\$ 1,219,908.03
175	Senior Center Sales Tax	262,152.34	\$ 84,767.82	\$ 114,968.45	\$ 231,951.71
180	Parks Sales Tax	370,517.60	\$ 277,712.11	\$ 271,339.97	\$ 376,889.74
195	Auditorium Sales Tax	876,523.98	\$ 226,584.17	\$ 52,794.59	\$ 1,050,313.56
212	2012 A&B	5,775.15	\$ 483.03	\$ 483.03	\$ 5,775.15
213	2013 Series Spc Obl Bond	11,582.08	\$ 13.71	\$ -	\$ 11,595.79
214	2014 A&B Series	150.42	\$ -	\$ -	\$ 150.42
216	2016 Series COPs	402,861.29	\$ -	\$ -	\$ 402,861.29
221	2021 Special Obligation Bonds	2,625.51	\$ 28,513.67	\$ 28,510.57	\$ 2,628.61
290	Employee Insurance	11,215.39	\$ 297,267.18	\$ 376,977.33	\$ (68,494.76)
300	Economic Development Sales Tax	120,267.00	\$ 1,102,356.70	\$ 1,039,318.44	\$ 183,305.26
310	Hotel/Motel Tax	305,118.44	\$ 30,496.64	\$ 21,367.75	\$ 314,247.33
360	Tax Incremental Financing	(468,079.16)	\$ 333,111.33	\$ -	\$ (134,967.83)
450	Golf Course	457,490.92	\$ 198,468.61	\$ 206,105.00	\$ 449,854.53
500	Water/Wastewater	17,392,037.70	\$ 2,311,799.49	\$ 2,246,082.15	\$ 17,457,755.04
653	FEMA DR4250	25,573.84	\$ -	\$ -	\$ 25,573.84
654	FEMA DR-4317	30,027.40	\$ -	\$ -	\$ 30,027.40
680	CDBG Public Service Pass Through	100.00	\$ -	\$ -	\$ 100.00
700	Abbott Brothers Trust	39,475.05	\$ 2,385.82	\$ 157.00	\$ 41,703.87
710	Morse Park Trust	3,653.29	\$ 4.31	\$ -	\$ 3,657.60
800	Street Department Sales Tax	2,141,542.76	\$ 658,493.86	\$ 800,710.22	\$ 1,999,326.40
833	TDD Maintenance	88,528.10	\$ 104.70	\$ -	\$ 88,632.80
900	Street/Bridge Sales Tax	759,027.97	\$ 142,935.69	\$ 14,255.29	\$ 887,708.37
Grand Total		\$ 33,403,383.72	\$ 9,780,224.09	\$ (8,157,631.74)	\$ 35,025,976.07

City of Neosho
Bank Reconciliation - Investment Account
January 31, 2023

Bank:

Bank Balance	\$ 21,300,592.23
Credit Cards Online Deposit outstanding	1,371.73
Credit Cards Deposit outstanding	917.43
Deposit Outstanding	39,453.84

Reconciled Bank Balance \$ 21,342,335.23

Book:

100-000-1200-000	General Fund Investment Acct	\$ 4,855,530.79
100-000-1202-000	Public Safety Sales Tax	\$ 1,567,565.32
100-000-1203-000	Cleaning Deposit Investmt Acct	\$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	\$ 156,444.10
100-000-1215-000	ARPA Investment Account	\$ 2,355,573.87
100-000-1218-000	City Hall Donated Funds	\$ 287.19
100-000-1219-000	Donated Rewards	\$ -
100-000-1220-000	Confiscated Cash	\$ 14,676.42
100-000-1224-000	I.O.O.F. Cemetery	\$ (224,936.06)
120-000-1200-000	Law Enforcement Investmnt Acct	\$ 10,338.47
124-000-1200-000	Shop With a Cop Investmnt Acct	\$ 3,840.74
126-000-1200-000	D.A.R.E. Investment Account	\$ -
130-000-1200-000	Fire Dept Investment Account	\$ 573,606.11
170-000-1200-000	Drainage Investment Account	\$ 1,089,885.10
170-000-1204-000	Project Grant - Lime Kiln Dam	\$ 27,366.30
175-000-1200-000	Senior Center Investment Acct	\$ 220,067.16
175-000-1208-000	Senior Center Maintenance Reserve	\$ 53,328.00
180-000-1200-000	Parks Investment Account	\$ 322,777.19
180-000-1205-000	SkatePark Donations	\$ -
180-000-1206-000	Park Fund Investmnt Acct	\$ -
195-000-1200-000	Auditorium Investment Account	\$ 954,989.85
212-000-1200-000	2012 A&B Investment Account	\$ 4,274.87
213-000-1200-000	2013 INVESTMENT ACCOUNT	\$ 11,504.22
213-000-1234-000	2013 Reserved Cash	\$ 88.16
214-000-1200-000	2014 Series Investment Account	\$ 150.42
216-000-1200-000	2016 Series Investment Account	\$ -
221-000-1200-000	2021 Series Investment Account	\$ 2,627.84
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	\$ (42,704.80)
300-000-1200-000	Economic Devel Investment Acct	\$ 259,005.28
310-000-1200-000	Hotel/Motel Investment Account	\$ 317,277.74
310-000-1233-000	Investment Acct Motel Tax	\$ -
360-000-1200-000	TIF Sales Tax Investment Acct	\$ (2,111,519.76)
360-000-1201-000	TIF Real Estate Investmnt Acct	\$ 2,704,638.67
450-000-1200-000	Golf Course Investment Account	\$ 371,314.05
450-000-1205-000	Golf Course Advertising	\$ 12,226.09
450-000-1209-000	Golf Course Replacement Reserve	\$ 55,150.13
500-000-1200-000	Water/WW Investment Acct	\$ 1,456,748.66
500-000-1206-000	Slip Lining Reserve	\$ 300,000.00
500-000-1207-000	Invest Acct Meter Deposit	\$ 63,536.11
500-000-1208-000	Main Replacement	\$ 583,328.00
500-000-1209-000	Meter Replacement Reserve	\$ 441,332.25
500-000-1210-000	Wastewater Rplcmt Reserve	\$ 756,350.81
500-000-1214-000	Water Replacement Reserve	\$ 1,312,133.82
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	\$ 41,691.62
710-000-1200-000	Morse Park Fund Investmnt Acct	\$ 3,656.53
800-000-1200-000	Street Fund Investment Account	\$ 1,837,414.19
833-000-1200-000	TDD Maintenance	\$ 88,606.77
900-000-1200-000	Street/Bridge Fd Investmt Acct	\$ 827,519.17
		<u>21,335,755.61</u>

Reconciling Items to be JE'd:

Lic Pmt recv'd not posted	100.00
Fall festival pmt recv'd 1/26	80.00
Golf credit in sweep posted to investment in Feb by bank	(508.50)
Online post Feb	\$ 6,908.12

Reconciled Book Balance \$ 21,342,335.23
\$ -

City of Neosho
Bank Reconciliation - Master Account
January 31, 2023

Bank:

Bank Balance	\$	189,924.94
O/S Springbrook Checks		(143,573.74)

Reconciled Bank Balance	\$	46,351.20
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Book:

Description

100-000-1000-000	General Fund Master Account	\$	46,670.05
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	\$	-
		\$	46,670.05

Reconciling Items to be JE'd:

check order in bank- refunded February		(328.73)
void check 29290		9.88

Reconciled Book Balance		46,351.20
	\$	-

City of Neosho
Bank Reconciliation - Sweep Account
January 31, 2023

Bank:

Bank Balance	\$	2,008.50
O/S Springbrook Checks		-

Reconciled Bank Balance	\$	2,008.50
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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:

Missouri Eagle Refund trnsfr to in Feb.		508.50
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Reconciled Book Balance		2,008.50
	\$	-



Bank Reconcile and Adjustments



NEOSHO MUNICIPAL
Bank Account: #858803-Neosho Muni Checking
Reconciled on 01/31/2023

Printed On: 02/15/2023 09:46:54 AM

Printed By: SMITHVIL

Reconciliation Information

Field	-/+	Amount
Bank Statement Ending Balance		\$55,757.72
Interest Earned	-	
Bank Charges	+	
Deposits in Transit	+	\$2,257.50
Outstanding Checks	-	\$33,677.89
Statement Adjustments (Negative)	-	\$1,040.41
Statement Adjustments (Positive)	+	\$770.51
Adjusted Statement Balance	=	\$24,067.43
General Ledger Account Balance	-	\$24,067.43 GL Discrepancy = \$0.00
Open Items List Total	=	OI Discrepancy =

Statement Adjustments

Negative Adjustment Description	Amount	Cutoff Date
Cashier Session 83906 included as Deposit in Transit, but no transactions in SMC associated with that cashier session.	\$289.00	01/31/2023
Disputed credit card not charged back at bank (see December 2021 bank reconciliation)	\$269.00	01/31/2023
E-Statement Rewards	\$10.00	01/31/2023
May 2012 [REDACTED] needs received	\$40.00	01/31/2023
Net Deposit Error	\$0.70	01/31/2023
Old Great Southern Account needs received (Cut off 10/31/2021)	\$173.21	01/31/2023
Receipt 405H57280 voided Receipt 405H57129 (Cashier Session 81241/[REDACTED]) for insufficient funds but not debited from bank.	\$50.00	01/31/2023
Receipt 405H57380 voided Receipt 405H56878 (cashier session 80761/case id [REDACTED]) for insufficient funds but not debited from bank	\$102.00	01/31/2023
Receipt 405H57382 voided Receipt 405H57043 (Cashier session 81019/case id [REDACTED]) for insufficient funds but not debited from bank	\$31.50	01/31/2023
Receipt 405H57387 voided receipt 405H56879 (cashier session 80761/case id [REDACTED]) for insufficient funds but not debited from bank.	\$25.00	01/31/2023
STOCE6680 Stolen Credit Card - awaiting dispute	\$50.00	01/31/2023
Total Negative Adjustment: \$1,040.41		

Positive Adjustment Description	Amount	Cutoff Date
2023 01 31 Cashier Session 87472 posted to the January GL/Receipt Listing but included in the February Accounting Deposit (Deposit number 20230291)	\$501.00	01/31/2023

Positive Adjustment Description	Amount	Cutoff Date
2023 01 30 Portion of Cashier Session 87574 posted to the January GL/Receipt listing but included in the February Accounting Deposit Report (Deposit number 20230206)	\$100.00	01/31/2023
5/4/2022 Bank debit Harland Clarke/Check Orders	\$69.51	01/31/2023
Receipt #405H57706/cashier session 82389/case id [REDACTED] - processed in old NCR system. Not receipted at bank.	\$50.00	01/31/2023
Receipt No. 405H58025/cashier session 83059/case id [REDACTED] - processed in old NCR system. Not receipted by bank.	\$50.00	01/31/2023
Total Positive Adjustment: \$770.51		

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**Neosho Missouri
FY2023
1% Sales Tax**

	Actual Receipts													Monthly	2023 Budget spread by monthly %	2023 Over Budget spread by month	% over budget
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	5-year average	% of total by month	2023	Prior Year Variance			
October	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	232,681.81	0.0803	328,442.20	24.29%	\$ 221,146.60	107,295.60	48.52%
November	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	186,398.10	0.0643	265,866.85	19.10%	\$ 177,157.41	88,709.44	50.07%
December	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	281,740.58	0.0973	302,981.64	-5.36%	\$ 267,773.28	35,208.36	13.15%
January	163,624.43	157,995.53	225,965.01	184,266.19	237,579.81	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	215,273.21	0.0743	287,789.83	21.14%	\$ 204,601.03	83,188.80	40.66%
February	162,880.68	188,046.45	163,238.48	180,457.81	192,833.92	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	224,715.30	0.0776	290,446.37	2.60%	\$ 213,575.03	76,871.34	35.99%
March	206,310.88	175,722.20	212,134.80	253,960.93	202,291.40	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	250,126.40	0.0863			\$ 237,726.37		0.00%
April	200,282.11	187,452.19	210,118.21	216,941.00	220,818.46	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	234,519.35	0.0810			\$ 222,893.05		0.00%
May	141,913.97	217,217.11	166,588.77	167,233.82	175,407.44	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	206,853.87	0.0714			\$ 196,599.08		0.00%
June	216,929.95	183,002.38	225,204.65	266,237.00	206,337.97	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	275,465.75	0.0951			\$ 261,809.53		0.00%
July	210,907.15	240,874.42	261,163.17	219,443.69	282,704.20	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	274,761.81	0.0948			\$ 261,140.48		0.00%
August	128,487.20	144,321.00	147,130.97	166,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	232,598.27	0.0803			\$ 221,067.21		0.00%
September	249,227.41	219,375.57	270,281.92	261,057.85	202,776.77	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	281,818.06	0.0973			\$ 267,846.93		0.00%
	\$ 2,225,806.59	\$ 2,235,698.84	\$ 2,474,431.50	\$ 2,524,407.56	\$ 2,482,120.01	\$ 2,690,834.66	\$ 2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 2,896,952.51	100.00%	\$ 1,475,526.89		\$ 2,753,336.00		
YTD Variance	-2.05%	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%		11.09%			\$ 2,753,336.00		
															Budget YTD ↑		
															-46.41%		
															YTD Budg Var ↑		

**Neosho Missouri
FY2023
1% Sales Tax**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	% Over/(Under) Prior Year	2023 Budget/12 Mo.	% Over/(Under) 2022 Budget
October	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	24.29%	229,444.67	43.15%
November	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	19.10%	229,444.67	15.87%
December	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	-5.36%	229,444.67	32.05%
January	163,624.43	157,995.53	225,965.01	184,266.19	237,579.81	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	21.14%	229,444.67	25.43%
February	162,880.68	188,046.45	163,238.48	180,457.81	192,833.92	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	2.60%	229,444.67	26.59%
March	206,310.88	175,722.20	212,134.80	253,960.93	202,291.40	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21			229,444.67	
April	200,282.11	187,452.19	210,118.21	216,941.00	220,818.46	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98			229,444.67	
May	141,913.97	217,217.11	166,588.77	167,233.82	175,407.44	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27			229,444.67	
June	216,929.95	183,002.38	225,204.65	266,237.00	206,337.97	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32			229,444.67	
July	210,907.15	240,874.42	261,163.17	219,443.69	282,704.20	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24			229,444.67	
August	128,487.20	144,321.00	147,130.97	166,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82			229,444.67	
September	249,227.41	219,375.57	270,281.92	261,057.85	202,776.77	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85			229,444.67	
	\$2,225,806.59	\$2,235,698.84	\$2,474,431.50	\$2,524,407.56	\$2,482,120.01	\$2,690,834.66	\$2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 1,475,526.89		\$ 2,753,336.00	-46.41%
YTD Variance	-2.05%	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	11.09%			

Neosho Missouri FY2023 1/2% Public Safety Sales Tax	
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	Receipts 2021	Receipts 2022	Receipts 2023	% Over/(Under) Prior Year	2023 Budget/12 Mo.	% Over/(Under) 2023 Budget
October	-	128,640.50	150,673.37	17.13%	114,722.33	31.34%
November	7,491.76	110,632.28	131,040.90	18.45%	114,722.33	14.22%
December	100,134.22	153,574.02	145,852.28	-5.03%	114,722.33	27.14%
January	108,995.23	114,107.06	139,322.03	22.10%	114,722.33	21.44%
February	107,444.28	139,564.14	141,190.18	1.17%	114,722.33	23.07%
March	131,322.49	118,450.88	-		114,722.33	
April	104,230.71	134,424.40	-		114,722.33	
May	117,689.02	108,276.43	-		114,722.33	
June	146,068.03	159,824.52	-		114,722.33	
July	136,400.20	141,861.49	-		114,722.33	
August	116,259.78	143,452.74	-		114,722.33	
September	138,586.81	151,978.14	-		114,722.33	
	<u>\$ 1,214,622.53</u>	<u>\$1,604,786.60</u>	<u>\$ 708,078.76</u>		<u>\$ 1,376,668.00</u>	
YTD Variance	<u>100.00%</u>	<u>32.12%</u>	<u>9.52%</u>			