NOTICE OF OPEN MEETING

Posted 5:00 p.m. Monday, June 19, 2023 (Posted at the front door of City Hall, outside council chambers, and in the water department)

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, June 20, 2023 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA
REGULAR SESSION
AMENDED AGENDA
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. June 6, 2023 Open Session Council Minutes
2. June 6, 2023 Closed Session Council Minutes
3. June 12, 2023 Special Session Council Minutes
4. Bill No. 2023-146: Region M SWMD grant funding for Neosho Regional Recycling Center 2023
5. Bill No. 2023-147: Missouri State Highway Patrol MOU for use of the Auditorium.
6. Bill No. 2023-148: Agreement with Insurance Benefit Consultants for Consulting Services
7. Bill No. 2023-149: Amending Chapter 215 Offenses and Miscellaneous Provisions, Adult Use Marijuana
8. Bill No: 2023-150: Additional Tax for Adult Use Marijuana
9. Bill No: 2023-151: Additional Sales Tax for Capital Improvements
10. Bill No. 2023-153: Agreement with Benny's Lawn & Landscaping for Neosho IOOF Cemetery
11. Bill No. 2023-154: MOU with HSTCC and City of Neosho for USDA Grant
12. Bill No. 2023-155: Critical Illness Pool for the Fire Department

UNFINISHED BUSINESS

1. BIll No. 2023-152: Ozark Fiber Agreement

VISITOR'S BUSINESS

1. Robert Bolles - Police Department

June 20, 2023 City Council Meeting

BIDS

1. Engine 8 Valve Replacement

NEW BUSINESS

1. Bill No. 2023-156: FY23 Budget Amendment
2. Bill No. 2023-157: Surplus of Police Vehicles
3. Timber Ridge HOA
4. Approval to Purchase New Engine

REPORT OF CITY OFFICERS

1. Finance Department - May Financials

CLOSED SESSION

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

ADJOURN

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

MINUTES
NEOSHO CITY COUNCIL
June 6, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Jeff Higgins opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

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

COUNCIL ABSENT:
None were absent.

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

APPROVAL OF AGENDA

Mayor Davidson amended the agenda to remove new business item number 1.

Councilman Cobb made a motion to Approve the Agenda as Amended; Councilwoman Thomas seconded.

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

CONSENT AGENDA

Councilwoman Robinson made a motion to Approve the Consent Agenda to include:
May 16, 2023 Open Session Council Minutes
Bill No. 2023-142

DRAFT

Bill No. 2023-143;
Councilman Workman seconded.

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

UNFINISHED BUSINESS

Public Hearing for Bill No. 2023-144

Mayor Davidson opened the public hearing for Bill No. 2023-144 at 7:03 p.m.

There was nobody present to speak.

Mayor Davidson closed the public hearing for Bill No. 2023-144 at 7:03 p.m.

Bill No. 2023-144: Special Use Permit 613 S College St.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO MARIE ROBERTSON TO OPERATE A DAY SPA AT 613 S. COLLEGE ST., NEOSHO, MISSOURI.

Attorney Paul read Bill No. 2023-144 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2023-144; Councilman Collinsworth seconded.

Development Services Director Leavens addressed the City Council stating that the purpose of this item is to gain city council approval for the mayor to sign the special use permit for 613 S. College for the purpose of a day spa for Marie Robertson. During the May 16, 2023 Council Meeting, council requested staff to investigate into the petitioner's licensing and parking situation. The petitioner has provided licensing documents and photos of the parking outside the home.

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

Bill No. 2023-145: Ozark Fiber Lease

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of leasing certain land in the area of Village Road and Village Circle, Neosho, Missouri; and authorizing the Mayor to execute the same by and on behalf

of the City of Neosho.

Attorney Paul read Bill No. 2023-145 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2023-145; Councilwoman Robinson seconded.

Attorney Paul informed the Council that this is for the lease of this property and not the sale. During the May 16th, 2023 Council Meeting motion was made for approval and then postponed until this meeting. The ordinance for the sale of this property will come up during this meeting under new business.

Roll call vote:
Yes: None
No: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman
Abstain: None
Failed.

VISITOR'S BUSINESS

There was nobody present for visitor's business.

BIDS

Engine 8 Valve Replacement

Deputy Fire Chief Williams addressed the city council stating that he would like to deny this bid. Staff sent out three bids for intake valve replacement on Engine 8. There was only one bid that was received back, which was for $16,676.56. Staff believes that this is not a competitive bid only have received one back and would like to reject the bid and rebid this item.

Councilman Collinsworth made a motion to approve the bids as presented; Councilman Cobb seconded.

Roll call vote:
Yes: None
No: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman
Abstain: None
Failed.

Opening and Closing of Burials at the IOOF Cemetery

City Clerk Wright addressed the City Council stating that four bids were sent out for the opening and closing of burials at the Neosho IOOF Cemetery, and this bid was also put on the city website. There were two bids received back, one from Greathouse Backhoe Services and one from J&L Underground Construction. Staff went through the bids and although the bids were comparable in price, staff requests council approval of J&L Underground Construction. The used J&L when our current contractor for this work, Greathouse Backhoe,

was out of the country. J&L peeled the sod and did a fantastic job with the final filling in of the grave. Staff did not have to go back out to this grave and fill in with more dirt because of sinking and holes.

CURRENT FEES

	Current Opening & Closing Fee	J&L Underground Construction	Greathouse Backhoe
Cremation	$280.00	$300.00	$350.00
Weekend or Holiday Burial	$380.00	$400.00	$450.00
After 4pm any day of the week	$380.00	$300.00	$450.00
If it is after 4pm and on a Weekend or Holiday	$380.00	$400.00	$500.00
Traditional Burial	$600.00	$700.00	$600.00
Weekend or Holiday Burial	$600.00	$800.00	$750.00
After 4pm any day of the week	$600.00	$700.00	$700.00
If burial is after 4pm and on a Weekend or Holiday	$600.00	$800.00	$750.00

Councilwoman Robinson made a motion to approve the bid from J&L Underground Construction as presented; Councilwoman Thomas seconded.

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

NEW BUSINESS

Bill No. 2023-146: Region M SWMD grant funding for Neosho Regional Recycling Center 2023

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center; and authorizing the Mayor or his designee to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-146 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2023-146; Councilwoman Humphrey seconded.

Assistant Public Works Director Barret addressed the City Council stating that the purpose of this agenda item is to seek council approval for the Region M Solid Waste Financial Assistance Agreement. The total funds awarded this year is $71,490.51. This is $2,657.56 more than last year's awarded amount.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman
No: None

Abstain: None
Passed.

Bill No. 2023-147: Missouri State Highway Patrol MOU for use of the Auditorium.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri State Highway Patrol for the purpose of using the Civic Center for Driver Examination; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-147 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2023-147; Councilman Collinsworth seconded.

City Manager Kennedy addressed the city council stating that this item is to authorize the city manager to sign a Memorandum of Understanding with the Missouri State Highway Patrol for their use of the Municipal Auditorium to conduct state driver's license testing.

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

Bill No. 2023-148: Agreement with Insurance Benefit Consultants for Consulting Services

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-148 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2023-148; Councilwoman Humphrey seconded.

Human Resources Director Muhic addressed the city council stating that the purpose of this item is to request continuing services with Insurance Benefits Consultants as the city's health insurance agent.

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

Bill No. 2023-149: Amending Chapter 215 Offenses and Miscellaneous Provisions, Adult Use Marijuana

AN ORDINANCE amending Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

Attorney Paul read Bill No. 2023-149 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2023-149; Councilman Collinsworth seconded.

Police Chief Baird addressed the council stating that the Neosho Police Department is requesting to add revisions to Chapter 215, the adult use of marijuana. This would change our code to reflect the state statutes.

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

Bill No: 2023-150: Additional Tax for Adult Use Marijuana

AN ORDINANCE enacting a new Section 140.029 “Additional Sales Tax for Adult Use Marijuana.”

Attorney Paul read Bill No. 2023-150 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2023-150; Councilwoman Humphrey seconded.

Finance Director Forest addressed the city council stating that this ordinance is to add a new Section 140.029 "Additional Sales Tax for Adult Use Marijuana" to the city code. The voters approved the 3% tax on April 4, 2023 for adult use marijuana sales. By adding this section to our code, this will add to the other taxes that we show in our code.

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

Bill No: 2023-151: Additional Sales Tax for Capital Improvements

AN ORDINANCE enacting a new Section 140.024 “Additional Sales Tax for Capital Improvements.”

Attorney Paul read Bill No. 2023-151 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2023-151; Councilman Workman seconded.

Finance Director Forest addressed the city council stating that this ordinance is to add a new Section 140.024 "Additional Sales Tax for Capital Improvements" to the city code. The voters approved the 1/8th of 1% tax on April 5, 1994 for capital improvements, including operation and maintenance of capital improvements, related to economic development. By adding this section to our code, this will add to the other taxes that we show in our code.

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

Bill No. 2023-152: Ozark Fiber Agreement

AN ORDINANCE declaring as surplus certain land owned by the City of Neosho, Missouri, in the area of Village Road and Village Circle, Neosho, Missouri; authorizing the City of Neosho to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling said real estate; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-152 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2023-152; Councilwoman Thomas seconded.

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 agreement to surplus certain property and an agreement to sell Ozark Fiber that property for the purpose of establishing residential fiber internet access in the City of Neosho. The property has been determined and appraisals and surveys have been ordered.

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

Bill No. 2023-153: Agreement with Benny's Lawn & Landscaping for Neosho IOOF Cemetery

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Benny Boswell d/b/a Benny’s Lawn & Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars ($93,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-153 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2023-153; Councilwoman Humphrey seconded.

City Clerk Wright stated that this is to seek approval for the three year contract with Benny's Lawn and Landscaping for the Neosho IOOF Cemetery in the amount of $93,000.00.

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

Bill No. 2023-154: MOU with HSTCC and City of Neosho for USDA Grant

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Harry S Truman Coordinating Council, a political subdivision of the State of Missouri, for the purpose of applying for a Composting and Food Waste Reduction grant related to the Neosho Recycling Center; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-154 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2023-154; Councilwoman Humphrey seconded.

Austin Butera, with HSTCC, addressed the city council stating that this is to seek council approval of an MOU between the City of Neosho and HSTCC to seek money through a composting and food waste grant from USDA. HSTCC has agreed to write and pursue a grant on behalf of the City of Neosho. This grant has funding available for purchasing a new skid loader and a bin for accepting food waste.

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

Request to Apply for Composting and Food Waste Reduction Grant

Assistant Public Works Director Barrett addressed the City Council stating that this is all of the paperwork for authorizing Nate Siler as the authorized representative for the grant and authorizing the grant application.

Councilman Collinsworth made a motion to approve Nate Siler as the representative for the grant and authorize the application; Councilman Workman seconded.

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

MIRMA Invoice July 1, 2023 to June 30, 2024

Finance Director Forest addressed the city council to make the council aware of the increase to the MIRMA yearly invoice. This invoice is 3.2% higher than last year. Part of this increase is due to a firefighter cancer pool debit of $7,896 and part of this is due to inflation.

First Community Bank - Business Platform for Online Banking

Mayor Davidson removed himself from discussion due to him serving on the First Community Bank Board.

Mayor Pro Tempore Robinson took over the meeting.

Finance Director Forest addressed the city council stating that First Community Bank will be updating their portal and moving the city to a business account. The differences for the city will be more audit control. Currently all wires, ACH and SWEEP account money movement is done within city hall with authorization from the Finance Director. This will give another layer of security by having either the Mayor or Mayor Pro Tem approve each transaction like they were signing checks.

Discussion followed.

Councilman Collinsworth made a motion to approve moving forward with these changes with First Community Bank; Councilwoman Humphrey seconded.

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

Irrevocable Consent 12880 Kalmia Lane

Development Services Director Leavens addressed the City Council stating that the owners at 12880 Kalmia Lane would like to hook to city sewer and water. This property currently is not contiguous.
Councilwoman Robinson made a motion to approve the irrevocable consent for 12880 Kalmia Lane; Councilman Workman seconded.

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

No: None
Abstain: None
Passed.

MODOT MINI Grant Request

Police Chief Baird addressed the city council stating that the purpose of this agenda item is to seek council's approval for submitting for the MODOT MINI Grant. This grant helps with providing additional traffic enforcement. The police department has submitted for this grant for years.

Councilman Collinsworth made a motion to approve the MINI MoDOT Grant; Councilwoman Humphrey seconded.

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

Water and Sewer Rate Discussion

City Manager Kennedy addressed the council and stated that this was requested by council members to discuss this.

Councilman Cobb addressed the council stating that he requested this to be on the agenda for this meeting.

Discussion was held amongst the council.

By direction of the council to publish a public hearing and bring back another ordinance with the 100% at the next council meeting

July 4th, 2023 Council Meeting

As the Neosho Charter states under Section 2.14: *The Council shall meet regularly at least once each month at such times and places as the Council may prescribe by rule.*
Due to the first meeting in July falling on July 4th, this meeting has been cancelled.

APPOINTMENTS AND VACANCIES

Board of Adjustments

Letter of Interest from Sam Major

Mayor Davidson made a motion to approve the appointment of Sam Major to the Board of Adjustments; Councilman Collinsworth seconded.

Roll call vote:

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

Events Board

Letter of Interest from Cathleen Bailey

Letter of Interest from Greg Franklin

Mayor Davidson made a motion to approve the appointment of Cathleen Bailey and Greg Franklin to the Events Board; Councilwoman Humphrey seconded.

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

Planning and Zoning Commission

Letter of Interest from Sam Major

Mayor Davidson made a motion to approve the appointment of Sam Major to the Planning and Zoning Commission; Councilman Collinsworth seconded.

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

Council Positions on the Boards

Airport Industrial Development Board (Council Ex-Officio) – Richard Davidson was appointed to this board.
Events Board (Council Ex-Officio) – Julie Humphrey is currently on this board.
Golf Course Board (Council Ex-Officio) – No Council Member appointed
Historic District Commission (Council Voting Member) – Charles Collinsworth is currently on this board.
IOOF Cemetery Board (Council Ex-Officio) – Charles Collinsworth is currently on this board.
Parks and Recreation Board (Council Ex-Officio) – Angela Thomas is currently on this board.
Senior Citizen Committee (Council Voting Member) – Carl Cobb is currently on this board.
Board of Appeals(Council Voting Member) - Ashton Robinson was appointed to this board.
Enhanced Enterprise Zone Board(Council Voting Member) - Richard Davidson is currently on this board.
Traffic Commission(Council Voting Member) - Tom Workman was appointed to this board.

Mayor Pro Tempore Davidson made a motion to approve the amendments as presented; Councilman Cobb

seconded.

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

REPORT OF CITY OFFICERS

Finance - Republic Services Increase

Finance Director Forest wanted to update the council on the possibility of an increase from Republic Services for trash services. Staff has not yet received an invoice but has received an email stating possible increase.

Nuisance Discussion

Mayor Davidson addressed the city council and staff regarding a couple of houses/residences about illegal things happening at these residences. The drug issues had been brought to his attention.

Police Chief Baird gave an update of the residences in question.

CLOSED SESSION

Mayor Davidson made a motion to go into closed under Section 610.021 (1) and (2); Councilwoman Thomas seconded.

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

Mayor Davidson opened at 8:45 p.m. and stated that one vote was taken.

ADJOURN

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

Councilwoman Humphrey made a motion to Adjourn; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Richard Davidson, Ashton Robinson,

Tom Workman
No: None
Abstain: None
Passed.

Mayor Davidson closed the June 6, 2023 Council Meeting at 8:46 p.m.

APPROVED

NEOSHO CITY COUNCIL

_____

Mayor

ATTEST

_____

City Clerk

MINUTES
NEOSHO CITY COUNCIL
June 12, 2023 - 3:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

City Clerk Wright called the special session meeting to order at 3 p.m. seeing as the Mayor and Mayor Pro Tem were absent.

ROLL CALL

COUNCIL PRESENT:
Tom Workman, Charles Collinsworth, Carl Cobb, Angela Thomas

COUNCIL ABSENT:
Richard Davidson, Julie Humphrey, and Ashton Robinson were absent.

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

City Clerk Wright asked for nominations for the appointment of Chairman for this June 12, 2023 Special Session. Councilman Cobb nominated Angela Thomas as the Chairman for the meeting and Councilman Collinsworth seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Tom Workman
No: None
Abstain: None
Passed.

Councilwoman Thomas took control of the meeting.

APPROVAL OF AGENDA

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

Roll call vote:

DRAFT

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Tom Workman
No: None
Abstain: None
Passed.

NEW BUSINESS

Bill No. 2023-155: Critical Illness Pool for the Fire Department

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE CITY'S PARTICIPATION THEREIN.

Attorney Paul read Bill No. 2023-155 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-155; Councilman Workman seconded.

City Clerk Wright addressed the City Council stating that the purpose of this agenda item is to seek Council's approval for joining the Missouri Firefighters Critical Illness Trust and Pool. This pool was created as an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers, in firefighters. Our current insurance pool, MIRMA, has charged the city $7,896 on our current bill for not being a part of this pool. If we join this pool, then we will not have the $7,896 charge from MIRMA. We would then pay $2,926.00 upfront and MIRMA will reimburse us 50% of the cost for us joining. This pool has been shown statistically across the state of Missouri to lower these types of work comp claims for firefighters. The city would pay $1,463.00 for the year.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Tom Workman
No: None
Abstain: None
Passed.

ADJOURN

There being no further business to come before the council, Chairman Thomas asked for a motion to adjourn.

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

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Tom Workman
No: None
Abstain: None
Passed.

Chairman Thomas adjourned the June 12, 2023 Special Session at 3:06 p.m.

APPROVED

NEOSHO CITY COUNCIL

_____

Mayor

ATTEST

_____

City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-146 Region M SWMD grant funding for Neosho Regional Recycling Center 2023

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. **Bill No. 2023-146 Region M SWMD RE grant funding for Neosho Regional Recycling Center 2023**
2. **M2024-003 Neosho FAA**

PURPOSE:

To obtain Council approval of the Financial Assistance Agreement with Region M Solid Waste Management District

BACKGROUND:

Region M is a solid waste management district that covers the counties of Newton, McDonald, Vernon, Barton, and Jasper. This Financial Agreement will provide funding for salaries and fringe benefits for employees at the Neosho Regional Recycling Center.

Total Funds: $71,490.51

This is over $2,657.56 more than last year's awarded amount.

RECOMMENDATION:

Staff recommends council approve and authorize the Mayor to sign the Financial Assistance Agreement with Region M for the M2024-003 project in the amount of $71,490.51

COUNCIL BILL NO. 2023-146 **ORDINANCE NO. 417-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center; and authorizing the Mayor or his designee 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 the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center, 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 or his designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

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

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

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

REGION M WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

1. Grant Number:	M2024-003	2. Budget Period:	07/01/23-06/30/24
3. Type of Assistance:	New Award	4. Project Period:	07/01/23-06/30/24

5. Recipient Name: City of Neosho

Address: 200 Nelson Ave., Neosho, MO 64850

7 Project Title: Neosho Regional Recycling Center

8. Project Funding:

		Amount	District Carryover		DNR Remittable Allocation
Region M Award	$	71,490.51		$	71,490.51
Recipient Match	$	-			
Amended Award	$	-			
Amended Match	$	-			
Total Project Cost	$	71,490.51			

15% of the grant award will be held until project completion, any required lien(s) is (are) recorded, and/or UCC-1 filed, all reports have been turned in to the District (including final) and Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment Explanation:

10. The recipient agrees that it will administer this agreement in accordance with:

a) All applicable federal, state local laws and regulations, including the Missouri Department of Natural Resources General Terms and Conditions, and Special Terms and Conditions;

b) Applicable Region M Waste Management District grant program guidelines;

c) Recipient final grant application;

d) Scope of Work Agreement (attachment A) and Budget Agreement (attachment B).

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials.

_____ _____

Region M Chairperson Signature Date

_____ _____

Grant Recipient Signature Date

REGION M WASTE MANAGEMENT DISTRICT

FAA - Scope of Work Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

Grant Recipient:	City of Neosho	Grant Number:	M2024-003

Project Description:

Funding for staff at the Recycle Center in Neosho.

Project to include the following tasks:

1. Sign financial assistance agreement
2. Submit quarterly and final reports to the district
3. Collection and processing of commodities
4. Monitor material stream
5. Monitor staffing and payroll
6. Community outreach and education
7. Request reimbursements
8.
9.
10.

Reporting requirements - Performance reports shall be submitted at least quarterly throughout the life of the project. Performance reports shall include the status of the project, diversion rates, types of materials, any problems that may occur, the project's progress, tasks completed, and other information that may be beneficial. Reports are due as follows:

First Quarter / July 1, 2023 through September 30, 2023 - Due October 13, 2023

Second Quarter / October 1, 2023 through December 30, 2023 - Due January 12. 2024

Third Quarter / January 1, 2024 through March 31, 2024 - Due April 12, 2024

(Final) Fourth Quarter / April 1, 2024 through June 30, 2024 - Due July 12, 2024

As the Grant Recipient, by signing this portion of the Financial Assistance Agreement, I do hereby certify that the scope of work will be accomplished within the project time-period as stated. I understand any amendments must be pre-approved by the Region M Executive Board.

_____ _____

Grant Recipient Signature Date

ATTACHMENT A

REGION M WASTE MANAGEMENT DISTRICT

FAA - Budget Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

Grant Recipient:	City of Neosho	Grant Number:	M2024-003

Budget Category	Item	Cost Each	Total	Category Total
Wages	FTE Salary	$ 49,383.81	$ 49,383.81	$ 49,383.81
Fringes	FTE Fringe	$ 22,106.70	$ 22,106.70	$ 22,106.70

TOTAL BUDGET $ 71,490.51

As the Grant Recipient, by signing this portion of the Financial Assistance Agreement, I do hereby certify that the approved budget will be accomplished within the project time-period as stated. I understand any amendments must be pre-approved by the Region M Executive Board.

_____ _____

Grant Recipient Signature Date

ATTACHMENT B

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-147: Missouri State Highway Patrol MOU for use of the Auditorium.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2023-147 MSHP Neosho Auditorium Use**
2. **MOU with State Troopers for Auditorium Use**

PURPOSE:

The purpose of this item is to gain the Council's approval of an ordinance authorizing the City Manager to sign a Memorandum of Understanding with the Missouri State Highway Patrol for their use of the Municipal Auditorium.

BACKGROUND:

The Missouri State Highway Patrol has used the Municipal Auditorium for the past several years to conduct state driver's license testing. This ordinance and Memorandium of Understanding continues this agreement.

RECOMMENDATION:

The staff recommends the Council authorize the ordinance and City Manager be authorized to sign the Memorandum of Understanding with the Missouri State Highway Patrol.

COUNCIL BILL NO. 2023-147 **ORDINANCE NO. 418-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri State Highway Patrol for the purpose of using the Civic Center for Driver Examination; 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 the Missouri State Highway Patrol for the purpose of using the Civic Center for Driver Examination, 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 _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSOURI STATE HIGHWAY PATROL AND CITY OF NEOSHO

This memorandum of understanding (MOU or Agreement) entered by and between the Missouri State Highway Patrol (MSHP) and the City of Neosho, (hereinafter the "parties") is effective on the date of the last signature herein.

Whereas, MSHP is statutorily required to conduct driver examinations in each county and city not within a county in the state of Missouri.

Whereas, MSHP desires to establish a routine location to conduct driver examinations in Newton County.

Whereas, the City of Neosho owns and operates the Neosho Civic Center and the same provides a convenient location for MSHP to conduct driver examinations in Newton County.

Whereas, the City of Neosho desires to support MSHP in its duty to conduct driver examinations by allowing MSHP to utilize the City of Neosho's Civic Center in order to conduct the examinations without charge.

Whereas, this Agreement is put in place so MSHP can continue to provide the citizens of Newton County with convenient access to driver examinations.

Therefore, for and in consideration of premises and mutual undertakings, Agreements and covenants hereinafter set forth, the parties hereto agree as follows:

I. Use of the City of Neosho's Civic Center by MSHP.

1. The MSHP will conduct driver examinations at least once a month at the City of Neosho.

2. MSHP will post the dates and hours for driver examinations in a visible location at the City of Neosho and on MSHP's website.

3. Each party will designate a representative for the purpose of administering this Agreement between MSHP and the City of Neosho.

4. The MSHP representative is designated as the Superintendent of the Highway Patrol. The Superintendent of the Missouri State Highway Patrol may designate, by written notice, other persons having the authority to act on behalf of MSHP in regard to this Agreement. To that effect, the Superintendent designates MSHP's Fleet and Facilities Division Director as having the authority to act on behalf of MSHP in regard to this Agreement.

5. The City of Neosho representative is designated as Mr. David Kennedy, City Manager. Mr. Kennedy may designate, by written notice, other persons having the

authority to act on behalf of the City of Neosho in further performance of this Agreement.

II. Payment for Use of Premises

1. The Parties mutually agree that no payment will be made for use of the premises as described more fully herein.

III. Term.

The term of this Agreement shall commence on the June 1, 2023, and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one (1) year, unless the Agreement is terminated pursuant to the Termination provisions of this Agreement.

IV. Termination.

1. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual Agreement by both Parties.

2. By Convenience. With sixty (60) days written notice, either Party may terminate this Agreement for convenience.

V. General Provisions.

1. NO OTHER PROMISE OF FUNDING. Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures, if any.

2. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this Agreement.

3. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4. SEVERABILITY. Nothing in this Agreement is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this

Agreement are severable and, in the event any provision of this Agreement is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this Agreement. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

5. NO PRIVATE RIGHT. This Agreement is between MSHP and the City of Neosho. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the parties, or other officers, employees, agents, or associated personnel of the parties. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

6. NOTICES. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, addressed to:

Mr. David Kennedy, City Manager
City of Neosho
109 West Main Street
Neosho, Missouri 64850
Telephone: 417-451-8050

And notices, consents and approvals to MSHP addressed to:

Missouri State Highway Patrol
Office of the Superintendent
General Headquarters
1510 East Elm Street
Jefferson City, MO 65101
Telephone: (573) 751-3313

Either party may, by written notice in the manner herein provided, designate a different point of contact for that party.

7. ISSUE RESOLUTION. Throughout the course of this Agreement, issues such as scope, interpretation of provisions, and other concerns may arise. Both parties

agree to appoint their respective points of contact to work in good faith towards resolution.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with regard to the terms matters set forth herein. This Agreement may be modified upon the mutual written consent of the parties; however, any such changes must be in writing, duly signed by their authorized representatives. This Agreement, including any amendments, will be reviewed annually on or around the anniversary of its effective date.

9. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each party will be responsible for its own acts or omissions and results arising from those actions and shall not be responsible for the acts of the other party and results arising from those actions.

10. NO WAIVER OF IMMUNITY. Nothing in this Agreement shall be construed as a waiver by the State of Missouri or the City of Neosho of any applicable immunity, including sovereign immunity as enjoyed by the State under § 537.600 of the Revised Statutes of Missouri.

The Agreement is hereby entered into between the Missouri State Highway Patrol and the City of Neosho.

Missouri State Highway Patrol

_____ Date:_____

Colonel Eric T. Olson
Superintendent
Missouri State Highway Patrol

City of Neosho

By: _____
David Kennedy, City Manager

Date: _____

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-148: Agreement with Insurance Benefit Consultants for Consulting Services

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. **Bill No. 2023-148 IBC RE Insurance Broker Agreement**
2. **Contract - IBC Consulting K RE Insurance Broker Services**

PURPOSE:

The purpose of this item is to request continuing services with Insurance Benefits Consultants as the city's health insurance agent.

BACKGROUND:

The City seeks insurance agents to fulfill a three-year contract who can provide benefits based on our current benefit year with little to no disruption to our employees.

RECOMMENDATION:

Staff recommends continuing services with Insurance Benefits Consultants.

COUNCIL BILL NO. 2023-148 **ORDINANCE NO. 419-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; 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 Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker, 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 _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a consultant for the purpose of serving as City's insurance broker, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to be engaged as City's consultant for the purpose of serving as City's insurance broker, 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 Consultant 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 are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, insurance broker services as described in Exhibits A and B within an amount of time deemed reasonable by City.

b. The insurance broker services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation and review of proper invoice.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. 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.

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

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

5. 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.

6. Compliance with Laws. Consultant 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.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant'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 Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. 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.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, gift, or contingent fee.

12. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

13. 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.

14. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant 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. Consultant 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.

16. Insurance. Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions) with a company authorized to issue such insurance in the State of Missouri, with limits of liability not less than $1,000,000.00 to cover all professional services rendered pursuant to this Agreement.

17. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

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

City of Neosho	Insurance Benefits Consultants, LLC
ATTN: City Manager	ATTN: Jay Boice
203 E. Main St.	735 West Harmony, Suite D
Neosho, MO 64840	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.

19. Records and Audits. The Consultant 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.

20. 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.

21. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Term. The Term of this Agreement shall be from October 1, 2023 through September 30, 2026, unless terminated sooner as provided herein.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. 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 Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. 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 hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI	INSURANCE BENEFIT CONSULTANTS, LLC
_____	_____
Richard Davidson, Mayor	By: Its: authorized signatory

ATTEST:

_____
Cheyenne Wright, City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-149: Amending Chapter 215 Offenses and Miscellaneous Provisions, Adult Use Marijuana

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-149 Amend Chapter 215 Article XIII RE Adult Use Marijuana

PURPOSE:

The Neosho Police Department is requesting to add revisions to Chapter 215, the adult use of marijuana.

BACKGROUND:

An Ordinance amending Chapter 215 - Offenses and Miscellaneous Provisions, Article XIII - Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

RECOMMENDATION:

The City of Neosho to adopt the attached revisions to Chapter 215.

AN ORDINANCE amending Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol is amended by enacting a new Section 215.700 – Possession and use of marijuana as follows:

"Section 215.700 – Possession and use of marijuana.

A. Public Consumption; Smoking.

1. No person shall consume marijuana in a public place.

2. No person shall smoke marijuana in a public place.

3. No person shall smoke marijuana in any place the smoking of tobacco is prohibited.

4. For purposes of this section, a public place means any public or private property, or portion thereof, that is open to the general public, including but not limited to, sidewalks, streets, bridges, parks, schools, and businesses.

    a. "Public place" shall not include:

        1. The residence of the person smoking or consuming marijuana or the residence of another person when the person in control of the property has consented to the smoking or consumption of marijuana; or

        2. Any area licensed for such activity by the City.

5. Violation of Section 82-196.A.2 shall be punishable by a fine not to exceed One Hundred Dollars ($100.00).

B. Sale to Persons Under Twenty-One

1. No person shall deliver to, transfer to, or sell to persons under twenty-one years of age marijuana or marijuana accessories.

2. For purposes of this Chapter, "Marijuana accessories" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing,

analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.

C. Possession by Persons Under Twenty-One, Three Ounces or Less.

1. Except as provided by Article XIV of the Missouri Constitution, no person under twenty-one years of age may possess, use, ingest, inhale, transport, deliver, or distribute marijuana or marijuana accessories.

2. For offenses involving three ounces or less of marijuana, and no monetary consideration, violation of this Section shall be punishable by a fine not to exceed One Hundred Dollars ($100.00). Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the fine.

D. Possession; Less than Twice the Legal Limit.

1. A person who possesses not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, produces not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, delivers without receiving any consideration or remuneration to a person who is at least twenty-one years of age not more than twice the amount of marijuana allowed by Mo. Const., Article XIV, or possesses with intent to deliver not more than twice the amount of marijuana allowed by Mo. Const., Article XIV:

    a. For a first violation, is subject to a fine not exceeding two hundred and fifty dollars and forfeiture of the marijuana.

    b. For a second and subsequent violations, is subject to a fine not exceeding five hundred dollars and forfeiture of the marijuana.

    c. A person under twenty-one years of age is subject to a civil penalty not to exceed two hundred and fifty dollars. Any such person shall be provided the option of attending up to eight hours of drug education or counseling in lieu of the fine.

    d. In lieu of payment, penalties under this subsection may be satisfied by the performance of community service. The rate of pay-down associated with said service option will be the greater of $15 or the minimum wage in effect at the time of judgment.

E. Motor Vehicle Offenses.

1. It shall be unlawful for any person to:

    a. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of

marijuana. Notwithstanding the foregoing, a conviction of a person who is at least twenty-one years of age for any applicable offenses shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system.

b. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.

c. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.

F. Possession or consumption on Certain Property; Prohibited.

No person shall possess or consume marijuana or possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, in a school bus, or on the grounds of any correction facility.

G. Illegal Growing.

1. The following acts by a person are unlawful:

a. Illegal Growing. Possessing, transporting, planting, cultivating, harvesting, drying, processing, or manufacturing i) more than six (6) flowering marijuana plants, ii) more than six (6) nonflowering marijuana plants, iii) more than six (6) clones, or iv) any lesser number of such plants or clones if the person is not registered with the department of health and senior services for cultivation of marijuana plants pursuant to Article XIV, Section 2.4(24).

b. Illegal Growing; Registered Cultivator. A person registered with the department of health and senior services pursuant to Article XIV, Section 2.4(24) for cultivation of marijuana plants within the limits of Article XIV, Section 2.10(1)(b) shall not keep the plants and any marijuana produced by the plants in excess of three ounces at more than one private residence, or in an unlocked space, or in a manner in which they are visible by normal, unaided vision from a public place; and further, shall not keep more than twice the number of allowable plants under Article XIV, Section 2.10(1)(b) in or on the grounds of a private residence at one time.

c. Illegal Growing; Visibility; Unregistered Cultivator. A person who is not registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are visible by normal, unaided vision from a public place.

d. Illegal Growing; Unsecured; Unregistered Cultivator. A person who is not

registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are not kept in a locked space.

2. Penalties.

   a. A person who cultivates marijuana plants that are visible by normal, unaided vision from a public place is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.

   b. A person who cultivates marijuana plants that are not kept in a locked space is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.

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 _____, 2023, by a vote of _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Bill No: 2023-150: Additional Tax for Adult Use Marijuana

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:
1. Bill No. 2023-150: Enact Sec 140.029 Additional Sales Tax for Adult Use Marijuana

PURPOSE:
Add a new Section 140.029 "Additional Sales Tax for Adult Use Marijuana" to the City Code.

BACKGROUND:
The City enacted Ordinance No. 374-2003 on January 17, 2023, establishing a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, subject to voter approval. The voters approved the tax on April 4, 2023. This ordinance adds the tax to our code 140 Taxation.

RECOMMENDATION:
Staff recommends approval of the ordinance.

COUNCIL BILL NO. 2023-137 ORDINANCE NO. 409-2023

AN ORDINANCE enacting a new Section 140.029 "Additional Sales Tax for Adult Use Marijuana."

WHEREAS, the City enacted Ordinance No. 374-2003 on January 17, 2023, establishing a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, subject to voter approval; and

WHEREAS, the voters approved said tax at the General Municipal Election held on April 4, 2023, the results for which were canvassed in Ordinance No. 403-2023 on April 18, 2023; and

WHEREAS, the City desires to document the existence of said tax in the City Code.

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

Section 1. That a new Section 140.029 "Additional Sales Tax for Adult Use Marijuana" is enacted as follows:

"Section 140.029 Additional Sales Tax for Adult Use Marijuana.

There is hereby established a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, within the City of Neosho."

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 _____, 2023, by a vote of _____.

_____
Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____

Jordan L. Paul, City Attorney

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023
ITEM: Bill No: 2023-151: Additional Sales Tax for Capital Improvements

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:
1. CON Ord enact Sec 140.024 Additional Sales Tax for Capital Improvements

PURPOSE:
Add a new Section 140.024 "Additional Sales Tax for Capital Improvements" to the CIty Code

BACKGROUND:
The City enacted Ordinance No. 94-9 on April 5, 1994, establishing a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development, subject to voter approval.The voters approved said tax at the Special Municipal Election held on June 7, 1994.This ordinance adds the tax to our code 140 Taxation.

RECOMMENDATION:
Staff recommends approval of this ordinance.

COUNCIL BILL NO. 2023-151 ORDINANCE NO. 422-2023

AN ORDINANCE enacting a new Section 140.024 "Additional Sales Tax for Capital Improvements."

WHEREAS, the City enacted Ordinance No. 94-9 on April 5, 1994, establishing a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development, subject to voter approval; and

WHEREAS, the voters approved said tax at the Special Municipal Election held on June 7, 1994, the results for which were canvassed in Ordinance No. 94-20 on July 5, 1994; and

WHEREAS, the City desires to document the existence of said tax in the City Code.

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

Section 1. That a new Section 140.024 "Additional Sales Tax for Capital Improvements" is enacted as follows:

"Section 140.024 Additional Sales Tax for Capital Improvements.

There is hereby established a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City of Neosho, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development."

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 _____, 2023, by a vote of _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-153: Agreement with Benny's Lawn & Landscaping for Neosho IOOF Cemetery

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. **Bill No. 2023-153 Benny's Lawn and Landscaping RE IOOF cemetery lawn and landscaping services 2023**
2. **Contract with Benny's Lawn and Landscaping K RE IOOF cemetery lawn and landscaping services 2023**

PURPOSE:

To seek Council's approval of the three year contract with Benny's Lawn & Landscaping for lawn care services at the Neosho IOOF Cemetery.

BACKGROUND:

During the May 2, 2023 Council Meeting, council approved the bid from Benny's Lawn and Landscaping in the amount of $93,000.00 for the lawn care services at the Neosho IOOF Cemetery. The city has been contracted with this company since 2020 for these services and has been very happy with this company.

RECOMMENDATION:

Staff recommends approving Bill No. 2023-153 and approving the Mayor to sign after final reading.

COUNCIL BILL NO. 2023-153 **ORDINANCE NO. 424-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Benny Boswell d/b/a Benny's Lawn & Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars ($93,000.00); 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 Benny Boswell d/b/a Benny's Lawn & Landscaping for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars ($93,000.00), 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 _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2023 ("the Effective Date"), by and between the City of Neosho, Missouri (hereinafter "City"), and Benny Boswell, d/b/a Benny's Lawn & Landscaping (hereinafter "Contractor"), and with City and Contractor being referred to collectively as "the Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, 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 an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Contractor has become the lowest and best Offeror for performing said services.

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. Term. The term of this Agreement is October 1, 2023 to September 30, 2026, unless terminated as provided herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A and Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to provide lawn and landscaping services at the Neosho IOOF Cemetery. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:

a. Lawn and landscaping services, including mowing, pruning, and trimming all vegetation, including grass, shrubs, and trees. Contractor shall remove all clippings from headstones, markers, sidewalks, and driveways. Contractor shall remove all leaves, limbs, brush, and trash. Contractor is not required to maintain the area of the IOOF Cemetery maintained by the Sons of the Confederacy. Contractor shall perform the foregoing services on a weekly basis.

b. If City gives Contractor notice of a burial, Contractor shall provide the foregoing lawn and landscaping services in the area of the burial site so as to make the site appear presentable at the time of burial. Contractor shall not perform any work during a burial.

c. Contractor shall exercise reasonable care so as not to damage any headstones or markers. If Contractor damages a headstone or marker, he shall immediately notify City.

d. City and Contractor may agree to additional services as herein provided.

3. Costs and Payment. City shall pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City shall pay Contractor Ninety-Three Thousand and 00/100 Dollars ($93,000.00) – full amount of contract – as follows. Contractor shall be paid in monthly installments of Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($7,750.00). In no event shall City be liable for overtime pay. Contractor shall provide all labor, materials, and equipment.

4. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

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

15. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City 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, 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)

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

Benny's Lawn & Landscaping
ATTN: Benny Boswell
P.O. Box 535
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.

17. 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.

18. 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.

19. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

20. 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.

21. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

22. 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 hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI	Benny's Lawn & Landscaping
_____	_____
Richard Davidson, Mayor	Benny Boswell

ATTEST:

_____
Cheyenne Wright, City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023
ITEM: Bill No. 2023-154: MOU with HSTCC and City of Neosho for USDA Grant

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:

1. **Bill No. 2023-154 HSTCC RE Recycling Center Grant-USDA**
2. **MOU with the City of Neosho Recycling Center and HSTCC-Grant**

PURPOSE:
To seek the council's approval of an MOU between the City of Neosho and HSTCC to seek money through a composting and food waste grant from USDA

BACKGROUND:
HSTCC has agreed to write and pursue a grant on behalf of the City of Neosho. This grant has funding available for purchasing a new skid loader and a bin for accepting food waste. The MOU will give HSTCC the ability to be the project manager for the grant and submit proper documents for the application.

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

COUNCIL BILL NO. 2023-154 **ORDINANCE NO. 425-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Harry S Truman Coordinating Council, a political subdivision of the State of Missouri, for the purpose of applying for a Composting and Food Waste Reduction grant related to the Neosho Recycling Center; 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 the Harry S Truman Coordinating Council, a political subdivision of the State of Missouri, for the purpose of applying for a Composting and Food Waste Reduction grant related to the Neosho Recycling Center, 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 _____.

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this June 1st, 2023 (the "Effective Date") between:

Harry S Truman Coordinating Council (HSTCC), located at 107 N Jefferson St, Neosho, MO 64850, represented by Carrie Campbell, Executive Director, herein referred to as the "Project Manager,"

and

City of Neosho, located at 200 Nelson Ave, Neosho, MO 64850, represented by Nate Siler, Public Works Director, 417-451-8071, herein referred to as "City of Neosho".

1. Project Name:
    a. The project under this MOU refers to the City of Neosho Food Waste Reduction and Composting Project 2023, hereinafter referred to as the "Project."

WHEREAS, the Project Manager will submit a project proposal (the "Project") to the United States Department of Agriculture (USDA) for potential funding;

WHEREAS, the City of Neosho is willing to collaborate with the Project Manager and contribute to the successful execution of the Project, pending Project approval;

NOW, THEREFORE, the Project Manager and the City of Neosho hereby agree as follows:

2. Project Description:
    a. The Project Manager shall provide a detailed description of the Project, including its objectives, implementation plan, and expected outcomes, as outlined in the project proposal.
    b. The Project Manager shall provide assistance to the City of Neosho in completing any task described below.

3. Roles and Responsibilities:
    a. The Project Manager shall be responsible for the overall management, coordination, and execution of the Project.
    b. The City of Neosho agrees to provide specific contributions, resources, or expertise as described in the project proposal over the 2-year project period, including:
        - Provide the $28,000 in match requirement for this project through the salary and fringe benefits of staff at the Neosho Recycling Center over the 2-year project period. Provide a separate letter confirming this match commitment, addressed to the Federal Awarding Agency Contact.
        - Purchase and maintain equipment required for this project (attached), with a total value estimated at $65,261, to be reimbursed in a timely manner by HSTCC following acquisition of funds from USDA.

- Maintain compost piles and the food waste delivered, including turning compost piles regularly and fostering the pickup of finished compost by stakeholders.
- Announce the commencement of the composting program.
- Direct interested parties to the Neosho Recycling Center for composting opportunities.

c. Both parties shall collaborate and communicate regularly to ensure the smooth implementation of the Project.

4. Confidentiality:
   a. Both parties shall maintain the confidentiality of any non-public information disclosed during the course of this MOU unless otherwise required by law or authorized in writing by the disclosing party.

5. Term and Termination:
   a. This MOU shall commence on the Effective Date and shall remain in effect until the completion of the Project on or before March 1st, 2026, or unless terminated earlier by mutual written agreement of the parties.
   b. Either party may terminate this MOU upon written notice to the other party in the event of a material breach by the other party.

6. Governing Law and Jurisdiction:
   a. This MOU shall be governed by and construed in accordance with the laws of Newton County, Missouri.

7. Entire Agreement:
   a. This MOU, along with the project proposal, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions, understandings, or agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date.

Harry S Truman Coordinating Council	**City of Neosho**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 12, 2023
ITEM: Bill No. 2023-155: Critical Illness Pool for the Fire Department

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Bill No. 2023-155 Critical Illness Pool for Fire Department**
2. **Missouri-Fire-Fighter-Critical-Illness-Trust-and-Pool-Agreement**
3. **MO FF Critical Illness Trust and Pool By Laws**

PURPOSE:

To seek the Council's approval for entering the Neosho Fire Department into the Critical Illness Pool thru Missouri Firefighter Critical Illness Trust and Pool (MFFCIT).

BACKGROUND:

In 2019, this pool was created at the state level to help alleviate work comp claims and to help firefighters that had contracted cancer thru their jobs with the smoke and chemical exposure. This pool will not only help lower our last MIRMA Insurance bill by $6,403.00, but will also help any firefighters that contract cancer. This pool covers 17 different cancers and would pay out $300,000 to the firefighter if found to have cancer. The cost per year to the city is $2,926.00 and MIRMA will reimburse the city 50% of the cost, which will have the city responsible for a total of $1,463.00 per year.

RECOMMENDATION:

Staff recommends appointing Fire Chief, Aaron Houk as the authorized representative, approving Bill No. 2023-155 and authorizing the Mayor to sign.

COUNCIL BILL NO. 2023-155 **ORDINANCE NO. 426-2023**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, AUTHORIZING THE (CITY) TO PARTICIPATE IN THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE (MAYOR) TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE (CITY'S) PARTICIPATION THEREIN.

Whereas, The Missouri Firefighter Critical Illness Trust and Pool (herein "MFFCIT") has created a critical illness pool as authorized by Section 320.400 and 537.620 RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses s, including cancers, in firefighters; and

Whereas, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies; and

Whereas, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State; and

Whereas, the new entity, called "Missouri Fire Fighter Critical Illness Trust and Pool," is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies; and

Whereas, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT, and

Whereas, by agreeing to be one of the agencies participating in MFFCIT, this (City) is not forever bound to participate in MFFCIT, but does so by agreement.

Whereas, upon proper consideration the City believes that participating in the MFFCIT risk pool is in the best interests of the (City),

Now Therefore Be It Ordained, by the City Council of the City of Neosho as follows:

SECTION ONE: The (City) hereby declares its intent to become a member of MFFCIT and to participate thereof upon approval of Board of Trustees of MFFCIT.

SECTION TWO: The (Mayor) is hereby authorized and directed to sign all documents necessary or expedient for the (City) (District) to participate in the MFFCIT, including Trust/Pool Agreement

and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

SECTION THREE: The City staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

SECTION FOUR: This ordinance shall be effective immediately upon its approval and execution.

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

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

TRUST AND POOL AGREEMENT

FOR

MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND POOL

May 1, 2022

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TRUST AGREEMENT

THIS AGREEMENT ("Agreement") is entered by and between the undersigned Missouri governmental entities (who, together with and any other Missouri governmental entities that becomes a participating Member of this Pool under this Trust Agreement, are collectively the "Members") and the undersigned Trustees constituting the Trustees for the Trust, as defined herein ("Trustees"; "Board of Trustees").

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to create a Fire Fighters Critical Illness Benefits Trust, with said Trust to be considered a "pool" to provide a benefit plan that provides cancer benefits consistent with the provisions of Chapters 320 and 537 of the Missouri Revised Statutes (RSMO), as specified in the Missouri Fire Fighters Critical Illness Trust Cancer Benefits Plan, (collectively, the "Plan"); and

WHEREAS, the Members desire said Pool to be managed by a Board of Trustees; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Board of Trustees in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in Trust (the "Trust"), constituting a trust, and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Board of Trustees as a trustee to hold and administer the assets of the Plan as trustees, and manage the Pool in accordance with this Agreement; and

WHEREAS, the Board of Trustees has agreed to manage the Pool and to serve as trustee of the Trusts established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a Pool and Plan for the purpose of RSMO 320.400 and 537.620 ;

NOW, THEREFORE, the Members and the Board of Trustees hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Board of Trustees to serve as plan administrator of the Plan. The Administrator shall be retained by the Board of Trustees and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Board of Trustees.

1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in accordance with the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Code** means the Internal Revenue Code of 1986, as amended.

1.5 **Custodian** means a depository banking institution meeting the criteria of RSMO 110.010 and selected by the Trustees, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than the selected depository banking institution, such party shall also be considered a Custodian for the Trust and must meet the same statutory criteria.

1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 and end on December 31 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following December 31.

1.7 **Investment Fund** means any of the separate funds established by the Trustees for the investment of Plan assets.

1.8 **Investment Manager** means any person, corporation or other organization or association appointed by the Board of Trustees pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.9 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.

1.10 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Pool.

1.11 **Participant** means an employee or former employee of the Member.

1.12 **Plan** means the Missouri Fire Fighters Critical Illness Cancer Benefits Plan set forth in the Plan Summaries of Benefits as such Plan may be amended from time to time.

1.13 **Pool** means the Pool established by this Trust and Pool Agreement.

1.14 **Trust** means the Missouri Fire Fighters Critical Illness Trust and Pool established by this Agreement, also referred to herein as "Pool", "MFFCIT", or MFFCIP."

1.15 **Board of Trustees** means the Board of Trustees as appointed according to Section 3.1 of this Agreement, acting in their role as Trustees of the Trust and manager of the Pool as defined herein.

1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.

1.17 **Trustee** means the members of the Board of Trustees and their successors as provided by this Agreement.

ARTICLE II
ESTABLISHMENT OF THE POOL AND TRUST

2.1 **Pool Established**. The Members do hereby establish a pool as defined under Missouri Statute for the provision of benefits as defined in RSMO 320.400, with funds for said Pool to be held in trust as defined in this Agreement, and the Pool to be managed by the Board of Trustees of said established trust.

2.2 **Trust Established.** The Members hereby establish with the Board of Trustees (the Board), as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, contributions and appreciation thereto and thereon as may accrue from time to time.

2.3 **Limit of Interest - Impossibility of Diversion**. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.

2.4 **Board of Trustees's Acceptance**. The Board of Trustees accepts the Trust hereby created and agrees to perform the duties hereby required of the Board of Trustees.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust and Pool shall be administered by the Board of Trustees of the Trust. The Board of Trustees shall be comprised of a minimum of seven (7) and a maximum of twelve (12) individual voting Trustees; provided, however, that the Board of Trustees shall be deemed duly constituted and may commence operations of the Pool and Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below.

Initial Board of Trustees: Trustees shall be appointed to the initial Board of Trustees from among the following:

(a) One At-Large Trustee who is a Member Representative from the Missouri State Council of Fire Fighters (MSCFF);

(b) One At-Large Trustee who is a Member Representative from the Missouri Association of Fire Chiefs (MAFC);

(c) One At-Large Trustee who is a Member Representative from the Fire Fighters Association of Missouri (FFAM);

(d) Advisory Trustee Dr. Sarah Janke, Director and Senior Scientist, NDRI-USA;

(e) At least three (3) Trustees who are Member Representatives taken from the pool Members of any size or type, who are employees of the Member. There shall be one Member Representative Trustee position elected from each of the following regions: Western Missouri; Central Missouri; Eastern Missouri.

Future Board of Trustees:

(a) At-Large" and Advisory Trustee positions shall remain as permanent Trustee positions unless removed by the subsequent amendment of this Agreement.

(b) The number of Member Representative Trustees shall be no less than three (3) and may be increased at the discretion of the Board.

(c) Regional designations as required for Member Representative Trustees shall remain as constituted for the initial Board of Trustees; except that if the Board of Trustees shall in their discretion expand the number of Trustee positions for Member Representatives such regional designations or districts may be expanded or reconfigured at the Discretion of the Board of Trustees.

(d) Nominations for Trustees from the Members and representative organizations shall be made by elected governing body of the Member (i.e., district board of directors, city

council, MSCFF Board of directors) and be submitted to the Board of Trustees at such time as the Board may require.

(e) The initial Board appointments notwithstanding, Trustees shall be elected by the members present at an Annual Meeting as provided for in this Agreement. Terms of the Trustees shall be three-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, two of them shall serve an initial term of one year, two shall serve an initial term of two years and two of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Pool.

(f) A vacancy shall occur on the Board of Trustees when a Trustee (1) submits a written resignation to the Board of Trustees; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative; (5) fails to attend three consecutive regular meetings of the Board of Trustees without the Board having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Board of Trustees shall be filled by appointment of the Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Board of Trustees may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Board of Trustees meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Board of Trustees shall be the chair, vice chair and secretary/treasurer. The officers shall be appointed by the Board of Trustees from among its members. Appointment of officers shall occur at the first meeting of the Trustees each year. The Board of Trustees may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Board of Trustees shall determine the time and place of its regular meetings. Special meetings of the Board of Trustees may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating

the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Board of Trustees may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

(a) To constitute a quorum at any regular or special meeting of the Board of Trustees and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the seated appointed Trustees.

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;
(2) Incurring any debt other than liabilities in the ordinary course of business;
(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees, unless fewer Trustees are seated. Then a majority of the seated Trustees is needed.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Board of Trustees responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself, or matter solely relating to their Member organization, or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Board of Trustees and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Board of Trustees responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Board of Trustees shall be held at a place designated at least annually by the Board of Trustees, or the chair, if the Board of Trustees is unable to reach an agreement regarding a meeting location. The Trust shall have its initial principal office at The Scarborough Law Office, LLC, 130 S. 2nd Street, Odessa, Missouri, 64076. Said designated principal office may be changed at the discretion of the Board of Trustees.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be The Scarborough Law Office, 130 S. 2nd St., Odessa, Missouri, 64076, or any successor agent as the Board of Trustees shall designate.

3.13 **Rules and Regulations.** The Board of Trustees shall have the power at any regular or special meeting to adopt bylaws, rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Board of Trustees. Any bylaws, rules, regulations and policies of the Board of Trustees shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF BOARD OF TRUSTEES

4.1 **Duties.** It shall be the duty of the Board of Trustees:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Board of Trustees. The Board of Trustees shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) **Management of Funds.** To hold, invest, reinvest, manage, and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) **Payments.** To direct payments under the Plan; provided, however, that the Board of Trustees may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Board of Trustees from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Board of Trustees acting upon such direction.

(d) **Appointment of Administrator.** To appoint such person, committee or entity as the Board of Trustees shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Board of Trustees shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) **Appointment of Committees.** To appoint or delegate as necessary such persons, committees or entities as the Board of Trustees shall determine in its sole discretion to make and advise decisions under the Plan and Trust; provided, however, that the Board of Trustees may withhold to itself all authority and decision making to itself without delegation.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

(a) **Authority of Trustees.** Except as provided in Sections 5.2 and 5.3, the Board of Trustees shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Board of Trustees may consider the advice and directions of investment advisors if so appointed. The Board shall not issue any directions that are in violation of terms of the Plan or this Agreement, or the law governing investment of public funds as stated in the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.

(b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Trustees. The Board of Trustees shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the advice and input of the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers if so utilized.

(c) **Funding Policy.** The Board of Trustees shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Board of Trustees shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

(a) **Appointment.** The Board may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Board of Trustees shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) **Contractual Arrangement.** The Board shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Trustees deem appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Board of Trustees's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Board of Trustees shall at their discretion follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to provide direction the Board of Trustees with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Board of Trustees shall invest such cash only when appropriate, and in suitable fashion, to the best interest of the Trust.

(e) **Termination of Appointment.** The Board shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Trustees may (i) seek a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) invest the assets of such Investment Fund as the Trustees deem appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

(a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Board of Trustees, the Administrator, any Investment Manager or their designees. With respect to any assets held by a party other than Board of Trustees, the Board of Trustees is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the any Investment Manager or their designees. The Board of Trustees is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to affect such delegation.

5.4 **Authorization of Designee(s).** The Administrator and the Custodian may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Board of Trustees with written documentation of the appointment and a specimen signature of each designee. The Board of Trustees shall be entitled to rely upon such documentation until the Board of Trustees is otherwise notified in writing.

ARTICLE VI
POWERS OF BOARD OF TRUSTEES

6.1 **General Authority.** In accordance with the stated intent of the Pool, directions of the Members, and advice of any Investment Managers as provided in Article V, the Board of Trustees shall have the power to manage the Pool, and receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, to be held in trust, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

6.2 **Specific Powers.** In the management of the Pool and Trust, the Board of Trustees shall have the following powers in addition to the powers customarily vested in Trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon due consideration and advice to the extent applicable of any duly appointed advisors and/or Investment Managers:

(a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.

(b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.

(c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.

(d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Board of Trustees shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Board of Trustees shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

(e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust.

(f) **Borrowing.** To the extent permitted by State law, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as appropriate in the best interest of the Trust; and, for any sum so borrowed, to issue its promissory note as Board of Trustees and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Board of Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Board of Trustees determines to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Board of Trustees shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Board of Trustees.

(h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.

(i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.

(j) **Establish Rules and Polices.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.

(k) **Trustee Insurance.** To purchase on behalf of the Board of Trustees, Trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a Trust of similar size and purpose.

(l) **Risk Management.** To establish reasonable risk management policies and procedures.

(m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.

(n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, consultants and counsel, and to pay their reasonable expenses and compensation.

(o) **Appointment of Custodian.** The Board of Trustees shall designate a custodian to hold Trust assets. The Board of Trustees may change the custodian upon an affirmative vote of a majority of seated Trustees.

(p) **Statutory Provisions**. To exercise powers and carry out obligations provided for in the Revised Statutes of the State of Missouri, in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.

(q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

(a) **General Definition.** "Authorized investment" as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.

(b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Board of Trustees.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Board of Trustees as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Board of Trustees otherwise deems beneficial to protect the financial condition of the Trust. The Board of Trustees shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Board of Trustees from time-to-time. The Trustees may, in their discretion, assess special or additional member contributions for any fiscal year if, in the discretion of the Trustees, it is in the best and necessary fiscal interests of the Trust and Pool.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

(a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the current Prime rate set on the

date when such contribution was first due plus one percent (1%), compounded monthly.

(b) The Board of Trustees has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:

(1) such Member's participation in the Plan and Pool at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and

(2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.

(c) The Board of Trustees also has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Pool has been or will be terminated.

(d) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **No Multi Year Debt Obligation of Public Funds.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. The total of a Member's contributions for any Fiscal Year , including special or additional contributions, shall not exceed one and one half (1 ½) times the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **Reports.** The Board of Trustees shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Board of Trustees, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Board of Trustees. Participation in the Trust is limited to those employers who are governmental entities as defined in RSMO 610.010 (4), participating for the purposes defined by RSMO 537.620 and of RSMO 320.400, and a Member

may participate in the Trust for such purposes. The Board of Trustees reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Board of Trustees. The Board of Trustees may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement and associated bylaws, which shall be evidenced by providing to the Board of Trustees (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into and agreeing to be subject to, this Agreement and associated bylaws, and (ii) a signed counterpart original of this Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member. An electronic copy of a signed original shall suffice. In addition, the Board of Trustees may in its discretion allow for execution of required documents via digital signature.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Board of Trustees. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.

(c) Upon withdrawal, the Board of Trustees also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.

(d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Board of Trustees, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be shall be established by the Board of Trustees. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

(a) Members shall meet at least once annually at a time and place to be set by the Board of Trustees, with notice provided to each Member at least thirty (30) days in advance electronically.

(b) Special meetings of the Members may be called by the Board of Trustees upon its own motion and shall be called by the Board of Trustees upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.

(c) The chair of the Board of Trustees shall preside at the meetings; the vice chair shall preside in the absence of the chair; and the secretary/treasurer shall preside in the absence of both the chair and vice-chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business at a member meeting.

(e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Board of Trustees may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations.** In addition to the other provisions, hereof, each Member shall have the obligation to:

(a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Board of Trustees. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board of Trustees and uniformly applied.

(b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

(c) Allow the Board of Trustees and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.

(d) Cooperate fully with the Board of Trustees and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.

(e) Allow the Board of Trustees to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.

(f) Comply with the benefits administration, claims handling and related policies established by the Board of Trustees.

ARTICLE IX
ADMINISTRATION

9.1 **Accounting.**

(a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Board of Trustees. The Trust shall account for contributions made for any benefits as may be offered by the Pool pursuant to RSMO 320.400, but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator or the Members. The Board of Trustees shall promptly provide copies of such books or records to any persons designated by the Administrator.

(b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Board of Trustees and the Administrator may agree, the Board of Trustees, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members, no person shall have the right to demand or to be entitled to any further or different accounting by the Board of Trustees.

(c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual

or other statement, the Board of Trustees shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Board of Trustees its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Board of Trustees, the Board of Trustees shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Board of Trustees in the event of a claim of breach of fiduciary duty.

(d) **Valuations.** The Board of Trustees shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Administrator.** The Board of Trustees shall be entitled to rely on the Administrator and any Custodian, other than Board of Trustees, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses.** The expenses incurred by the Board of Trustees in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Board of Trustees, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Board of Trustees from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Board of Trustees shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X
AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

(a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Board of Trustees shall cause a current copy of this Agreement to be sent to each Member.

(b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Board of Trustees and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Board of Trustees has not received instructions to the contrary, the Board of Trustees shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Board of Trustees shall not be required to make any distribution until the Board of Trustees is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Board of Trustees until the Board of Trustees is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Board of Trustees shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Board of Trustees or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI
MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Board of Trustees is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Board

of Trustees any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement, Trust Agreement, and all exhibits and amendments attached hereto, together with Bylaws and Articles of Incorporation, constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof, shall serve as an intergovernmental agreement between the members, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Board of Trustees.

11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Board of Trustees, the individual Trustees, or the Members, of governmental immunity or of the sovereign immunity of the State of Missouri or its instrumentalities or any provision of the Constitution of the State of Missouri, the Revised Statutes of the State of Missouri, including but not limited to RSMO Chapter 537.

11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Missouri.

11.11 **Effective Date.** This Agreement shall be effective on and after October 1, 2021. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 **Execution in Counterpart**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Member has taken appropriate legislative action approving this Agreement, and caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

EXHIBIT A

MEMBER

Entity: --------

Sign: _____

Print: _____

Title: _____

Attest:

Sign: _____

Print: _____

Title: _____

Date of Member Adoption of Agreement:

Date: _____

MISSOURI FIREFIGHTER CRITICAL ILLNESS TRUST AND POOL

BY-LAWS

ADOPTED OCTOBER 1, 2021.

ARTICLE I

Section 1: The name of this Trust and Pool shall be the Missouri Firefighter Critical Illness Trust and Pool ("Trust", "Pool", "Trust Pool", Trust and Pool").

Section 2: Its principal office shall be located at such location as shall be approved by the Trustees from time to time.

Section 3: Other offices for the transaction of business may be located at such places as the Trustees may, from time to time, determine.

Section 4: These By-Laws are adopted pursuant to and in compliance with the laws of the State of Missouri and with the rules and regulations of the Missouri Department of Insurance and Commerce.

ARTICLE II

Trustees

Section 1: The business and property of the Trust shall be supervised by the Trustees. The number and election of Trustees shall be as prescribed in the Trust Agreement. Election of Trustees shall be conducted in accordance with the Trust Agreement, with Members nominating individuals to serve as Trustees equal to the number of Trustees to be elected at the next annual meeting. Board of Trustees shall nominate from amongst themselves a slate of officers to be voted on by the Trustees immediately following the annual meeting.
The Trustees shall:

a. Supervise the administration of the Trust Pool and the Administrator.

b. Consider and approve recommendations made by the Administrator to oversee claims for the Trust as provided in the Trust Agreement.

c. Approve recommendations made by the Administrator to employ accountants, investment counselors and such other professional services, as they, from time-to-time, deem necessary.

d. Approve insurance with advice of the Administrator.

e. Set requirements for the admission of Members to the Trust and Pool which shall include such precautions as they, from time-to-time, deem appropriate to promote the safe and proper operation of the Trust.

f. Endeavor to see that the Trust is safely and prudently administered to insure its financial stability.

g. Perform any other functions as deemed appropriate in keeping with the proper operations of the Trust and Pool and in keeping with the laws of the State of Missouri.

Section 2: The Trustees shall elect a Chairman, Vice Chairman, and a Secretary/Treasurer. The Trustees may hire an Administrator; in the absence of an Administrator, the Chairman shall assume those duties. In addition, the Trustees may appoint such assistant secretaries, assistant treasurers and any other officers as they deem advisable. All officers so elected or appointed shall serve at the pleasure of the Trustees and all officers shall be Trustees.

Section 3: The Trustees may delegate to the Administrator the authority to act on all claims matters between meetings of the Trustees.

Section 4: Any Member may be expelled from the Trust by the Trustees as provided for in Trust Agreement.

Section 5: A Trustee shall not be paid compensation for his or her services as a Trustee. No Trustee shall serve the Trust in any professional or other capacity not associated with is representation as a Trustee. A Trustee may be reimbursed for his or her out-of-pocket expenses in attending meetings or for travel on Trust business upon presentation of reasonable documentation therefor.

ARTICLE III

Officers

Section 1: The Chairman shall: preside at all meetings of the Trustees and of the Members of the Trust; and shall have general supervision over the affairs of the Trust and over the other officers; and shall perform all such other acts and duties as are incident to such executive office, which is comparable to that of president of a corporation. In case of the absence or disability of the Chairman, his/her duties shall be performed by the Vice Chairman. The Chairman shall act as the Administrator if an Administrator is not hired by the Trustees.

Section 2: The Secretary/Treasurer shall see to the recording of the minutes of all the meetings, preparation of agendas, records, and oversight of the financial affairs of the Trust and perform other duties normally required of a Secretary and Treasurer.

ARTICLE IV

Meetings

Section 1: The Trust shall operate on a fiscal year beginning 12:01 a.m. on January 1 and Ending each year at midnight on December 31. An annual meeting of Members shall be held after the close of each fiscal year at such time and on such date and at such place as shall be determined by the Trustees. The Secretary shall furnish each Member notice of the time, place and date of the annual meeting at least fourteen (14) days prior to the date of the meeting.

Section 2: At each annual meeting of the Members of the Trust, the Chairman shall submit a statement of the claims experience of the Trust during the preceding year, together with a financial report of the Trust for the same period.

Section 3: A meeting of the Trustees shall be held each year immediately following the annual meeting of the Members. The Trustees shall elect at this meeting the officers for the year. Notice of this meeting shall be given at the annual meeting of Members.

Section 4: Special meetings of the Trustees may be called by the Chairman and in his absence by the Vice Chairman, or by any four (4) Trustees. By unanimous consent of all of the Trustees, special meetings of the Trustees may be held without notice at any time and place; otherwise, notice of all special meetings of the Trustees shall be provided to each Trustee and posted at least ten (10) days prior to the time fixed for the meeting. All notices of special meetings of the Trustees shall state the purpose thereof. In the event all of the Trustees shall unanimously consent in writing or by email or other electronic means to any action taken or to be taken by the Trust, such action is valid action as though it had been authorized at a meeting of the Trustees, provided that all consents shall be obtained within thirty (30) days of the first consent being obtained.

Section 5: A quorum for the transaction of business at any annual or special meeting of the Trustees shall consist of no less than four (4) Trustees or a majority of the Trustees then in office, whichever is greater. The meeting may be held in whole or in part by video conference or telephone call.

Section 6: The act of the majority of the Trustees present at a meeting at which a quorum is present, shall be the act of the Trustees, except where otherwise provided by law, these By-Laws, Operating Procedures or the Trust Agreement. Presence in person shall include contact by video or telephone communication as provided in Section 7 below.

Section 7: Meetings by video or telephone conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

Section 8: Absence of any Trustee for three (3) consecutive meetings without justification, excuse or good cause shall be equivalent to a resignation on the part of such Trustee and the Trustees shall declare the position of such Trustee vacant, and it shall be filled in the manner indicated in the Trust Agreement.

Section 9: The Trustees shall meet no less often than every three (3) months.

ARTICLE V

Finances

Section 1: The Trust may maintain multiple bank accounts, including a Trustees Fund Account, Claims Fund Account, and Investment accounts.

Section 2: All monies of the Trust shall be deposited among the Trustees Fund Account, Claims Fund Account, Investment Accounts, or such other account as the Trustees from time to time shall determine to be appropriate.

Section 3: The Administrator shall collect all contributions to the Trust and shall immediately remit them to the depository bank for deposit. The Administrator shall determine and bill for all appropriate contribution costs and fees. The Trustees shall invest any monies not needed to pay current claims, claims costs, and appropriate operating expenses.

Section 4: That portion of each Member's Contribution which shall not be required to pay claims, pay administration expenses and fees or to fund required or appropriate reserves may be returned to the Members from time to time, but only when specifically authorized by the Trustees. Any such distribution to a Member shall be in proportion to such Member's last Member Contribution to the aggregate of the last Member Contribution by all Members. No surplus accumulations may be returned if such payments will impair the capital stability and/or security of the Trust. Any Member who withdraws and/or is not in good standing shall not be eligible to receive any return from surplus accumulation. In the event the Trustees are unable to identify or deliver a refund for any reason, such monies shall remain in the Trust for the benefit of
the remaining Members.

Section 5: All costs of administration not otherwise provided for herein shall be paid out of the Trustees Fund.

Section 6: An annual audit shall be made of the Trust by independent accountants designated by the Trustees. The expense of this audit will be paid out of the Trust Fund. Copies of each year's audit report shall be made available each Member during that year.

Section 7: Each fiscal year shall be maintained separately for accounting purposes for the benefit of the Trust members active during that year.

Section 8: All investments shall be deposited into a financial institution after a competitive bid process.

Section 9: The Trust shall maintain or require a fidelity bond or employee dishonesty insurance policy of not less than $1,000,000 for Trustees and Administrator, and directors, and officers, and liability insurance coverage in a form and in such amounts as the Trustees may determine appropriate from time to time; or, such coverages as may be required by law and deemed appropriate in the discretion of the Trustees. Such coverages may be provided by the Administrator by and through their contract with the Trust.

ARTICLE VI

General Provisions

Collections and Contributions

Section 1: Each Member shall make a minimum deposit at the beginning of each fiscal year with the Trust equal to 100% of its anticipated contribution for the year. Further, each Member shall deliver to the Administrator an accounting of its actual personnel to be covered under the Trust. The Administrator and the Trustees are without authority to extend credit to any Member.

Section 2: Members must keep accurate records and cooperate with Trustees, the Administrator and the representatives of the State. Each Member shall take all reasonable action to carry out the recommendations of these entities.

Section 3: The Trustees shall, in conjunction with the Administrator, maintain reasonable Operating Procedures for the operation of the Trust. All such procedures shall be in writing and a copy given to each Member and shall be deemed binding on each Member.

ARTICLE VII

Indemnification

Section 1: The Trust shall indemnify any and all of its Trustees or officers, former Trustees or officers, employees, agents, or any person who may have served at its specific written request or by its election as a Trustee or officer of another organization or association, or his or her heirs, executors and administrators against expenses (including attorney's fees, judgments, fines and amounts pain in settlement) actually and necessarily incurred by them in connection with the defense or settlement of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been Trustees or a Trustee, officer, employee or agent of the Trust or of such other organization or association, if such Trustee, officer or other person acted in good faith in what he/she reasonably believed to be in the best interests of the Trust and in the case of illegal conduct had no reason to believe his/her conduct was illegal. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, in itself, create a presumption that the person is not entitled to indemnification. Whether a person is entitled to indemnification shall be determined by a court, a vote of disinterested Trustees or independent counsel in a written opinion. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Trustee, officer, employee or agent may be entitled.

Section 2: The Trust shall advance defense costs to a person claiming indemnification provided such person undertakes in writing to return such advances to the Trust if indemnification is ultimately determined not to be available.

Section 3: The Trust has specific authority to purchase director and officer liability insurance coverage, and such other insurance coverage as the Trustees determine appropriate.

ARTICLE VIII

The provisions of the By-Laws are severable, and therefore, if any of its particular provisions are held to be unenforceable by a court of competent jurisdiction, the remaining shall be construed and enforced accordingly. Should any provision of these Bylaws be in conflict with the Trust Agreement attached hereto, said Trust Agreement shall be binding upon the parties.

ARTICLE IX

Amendments

Section 1: Amendments to these By-Laws may be made by a vote of two-thirds (2/3) of the Trustees. Any amendment shall be distributed to the Members within fourteen (14) days after the effective date.

ARTICLE X

Committees

The Trustees may by resolution appoint from their Members committees as they shall from time to time determine. All such committees shall keep minutes of their proceedings and shall report their proceedings to the Trustees at the next meeting of Trustees.

ARTICLE XI

Conflicts of Interest

No Member, Trustee or family member of a Trustee shall have any financial or other interest or receive any compensation or financial benefit from any person or entity doing business with the Trust unless approved by a disinterested majority of the Trustees after full disclosure. Any such potential conflict of interest shall be disclosed to the Trustees at a meeting of the Trustees. Any Trustee with a potential conflict of interest shall recuse himself or herself from any vote thereon and shall be excused from any meeting at which such matter is being considered by the Trustees. Each Trustee shall certify annually that he/she is not subject to any conflict of interest.

ARTICLE XII

Confidentiality

All deliberations of the Trustees and Members are confidential. No Trustee or Member shall make any public statement on behalf of the Trust and any such statements shall be made only by the Chairman or other duly authorized representative of the Trust.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 6, 2023
ITEM: BIll No. 2023-152 Ozark Fiber Agreement

ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:

1. **Bill No. 2023-152 Surplus of Property and Sale to Ozark Fiber**
2. **Contract with Ozark Fiber**
3. **Ozark Fiber lot 50'x80'**
4. **Ozark Fiber location**

PURPOSE:
The purpose of this item is to gain the council approval for the mayor to sign an agreement to surplus certain property and an agreement to sell Ozark Fiber that property for the purpose of establishing residential fiber internet access in the City of Neosho.

BACKGROUND:
This item was discussed in the previous council meeting and staff was requested to work on ordinances to surplus and sell the desired property to Ozark Fiber. The property has been determined and appraisals and surveys have been ordered. Both should be completed by the next council meeting.

RECOMMENDATION:
It is the recommendation of staff that the city council authorize the mayor to sign the ordinances surplusing the property and the agreement to sell it to Ozark Fiber.

AN ORDINANCE declaring as surplus certain land owned by the City of Neosho, Missouri, in the area of Village Road and Village Circle, Neosho, Missouri; authorizing the City of Neosho to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling said real estate; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho, Missouri, is the owner of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008; and

WHEREAS, the City has no need for a portion of said real estate; and

WHEREAS, the best interest of the public would be served by declaring said real estate as surplus; and;

WHEREAS, Ozark Fiber, LLC, a Missouri Limited Liability Company, desires to purchase said real estate for the purpose of offering fiber internet service to the Neosho area.

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

Section 1. That certain land in the area of Village Road and Village Circle, Neosho, Missouri, a legal description of the same being attached hereto and incorporated as Exhibit "A", be and the same is hereby declared surplus.

Section 2. That the Agreement by and between the City of Neosho, Missouri, and Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling certain land in the area of Village Road and Village Circle, Neosho, Missouri, 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 by and on behalf of the City of Neosho.

Section 4. 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 _____.

{Signatures on next page.}

CITY OF NEOSHO

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into this _____ day of _____ 2023 ("the Effective Date"), by and between **City of Neosho, Missouri, a Missouri Municipal Corporation** ("Seller"), and **Ozark Fiber, LLC, a Missouri Limited Liability Company** ("Buyer"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

WHEREAS, Buyer desires to purchase from Seller that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 ("the Property"); and

WHEREAS, Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY. For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows: a 50' x 80' portion of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008, described on Exhibit A, attached hereto and incorporated by reference. *Formal legal description to be determined by survey*.

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of: **to be determined by appraisal**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth herein.

3. CLOSING. If title is deemed good, the closing of this contract shall take place at **Neosho City Hall, 203 E. Main St., Neosho, MO 64850** on or before **the 20th day of June 2023** ("the Closing Date"), or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Special Warranty Deed.

6. TITLE AND SURVEY.

6.1 Title. At Closing, Seller shall transfer marketable title to the Property, subject only to the Permitted Exceptions, properly executed and in recordable form.

6.2 Survey. The Parties shall obtain a survey of the Property, the cost of which is to be paid for by Buyer.

7. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

7.1 Right-of-way and easements, public or private, of record;

7.2 Zoning ordinances in effect at the date of the signing of this contract; and

7.3 Rights or claims of parties in possession not shown by the public records.

7.4 Easements, or claims of easements, not shown by the public records.

7.5 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

7.6 Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7.7 Taxes or special assessments which are not shown as existing liens by the public records.

7.8 The lien of the General Taxes for the year 2023, and thereafter.

7.9 Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

8. INSPECTIONS.

8.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

10. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract.

11. NOT CONTINGENT ON APPRAISAL. The Parties shall obtain an appraisal of the Property, the cost of which is to be paid for by Buyer; however, Buyer's obligation to purchase the Property is not contingent upon the outcome of the appraisal.

12. NOT CONTINGENT ON FINANCING. Buyer's obligation to purchase the Property is not contingent upon Buyer's ability to obtain a firm commitment for a mortgage loan upon commercially reasonable terms or any other financing.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. 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.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. 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.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

20. 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

21. HOLD HARMLESS AND INDEMNIFICATION. To the extent permitted by law, each party shall hold harmless and indemnify the other party, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or resulting from its breach of the representations, warranties, covenants, or agreements contained in this Agreement by the indemnifying Party. This provision shall survive termination or expiration of this Agreement.

22. 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.

23. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

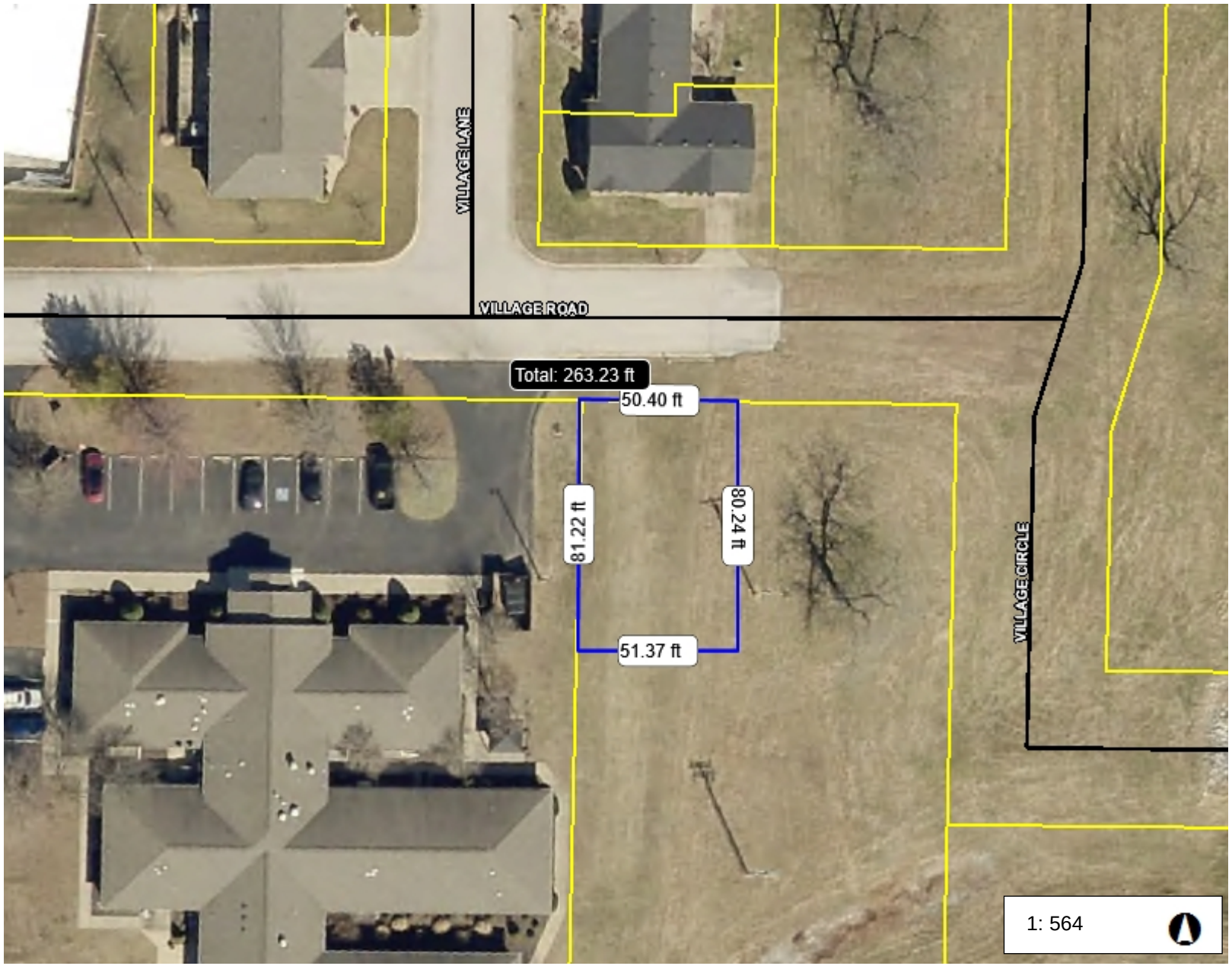
25. WAIVER. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

SELLER	**BUYER**
CITY OF NEOSHO, MISSOURI	OZARK FIBER, LLC
_____	_____
Richard Davidson, Mayor	Jason Ross, President
ATTEST	ATTEST
_____	_____
Cheyenne Wright, City Clerk	Secretary

Neosho, MO



93.9 0 46.97 93.9 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

Legend

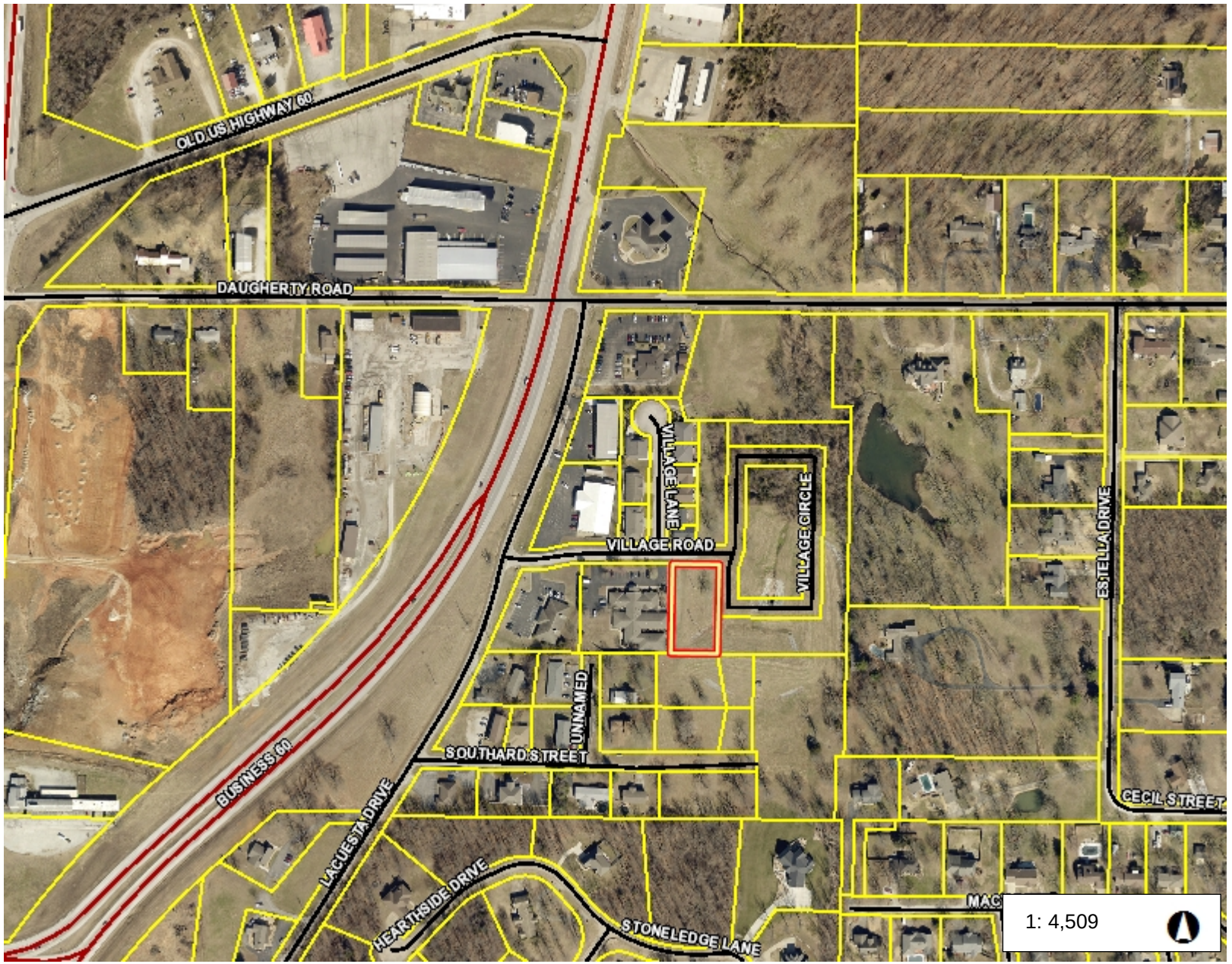
Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Notes

Neosho, MO



751.5 0 375.74 751.5 Feet

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

- <all other values>
- INTERSTATE
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Parcel

Notes

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into this _____ day of _____ 2023 ("the Effective Date"), by and between **City of Neosho, Missouri, a Missouri Municipal Corporation** ("Seller"), and **Ozark Fiber, LLC, a Missouri Limited Liability Company** ("Buyer"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

WHEREAS, Buyer desires to purchase from Seller that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 ("the Property"); and

WHEREAS, Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY. For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20 OF SPRING HILL VILLAGE ADDITION, THENCE S00°54'05"W ALONG THE WEST LINE OF SPRING HILL VILLAGE ADDITION A DISTANCE OF 80.00 FEET; THENCE N89°43'27"W A DISTANCE OF 50.08 FEET; THENCE N00°54'05"E A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD; THENCE S89°43'27"E ALONG SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD DISTANCE OF 50.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1 ACRES MORE OR LESS.

See Exhibit A.

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of: **ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1,100.00)**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth herein.

3. CLOSING. If title is deemed good, the closing of this contract shall take place at **Neosho City Hall, 203 E. Main St., Neosho, MO 64850** on or before **the 20th day of June 2023** ("the Closing Date"), or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Special Warranty Deed.

6. TITLE AND SURVEY.

6.1 Title. At Closing, Seller shall transfer marketable title to the Property, subject only to the Permitted Exceptions, properly executed and in recordable form.

6.2 Survey. The Parties shall obtain a survey of the Property, the cost of which is to be paid for by Buyer.

7. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

7.1 Right-of-way and easements, public or private, of record;

7.2 Zoning ordinances in effect at the date of the signing of this contract; and

7.3 Rights or claims of parties in possession not shown by the public records.

7.4 Easements, or claims of easements, not shown by the public records.

7.5 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

7.6 Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7.7 Taxes or special assessments which are not shown as existing liens by the public records.

7.8 The lien of the General Taxes for the year 2023, and thereafter.

7.9 Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

8. INSPECTIONS.

8.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

10. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract.

11. NOT CONTINGENT ON APPRAISAL. The Parties shall obtain an appraisal of the Property, the cost of which is to be paid for by Buyer; however, Buyer's obligation to purchase the Property is not contingent upon the outcome of the appraisal.

12. NOT CONTINGENT ON FINANCING. Buyer's obligation to purchase the Property is not contingent upon Buyer's ability to obtain a firm commitment for a mortgage loan upon commercially reasonable terms or any other financing.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. 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.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. 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.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

20. 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

21. HOLD HARMLESS AND INDEMNIFICATION. To the extent permitted by law, each party shall hold harmless and indemnify the other party, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or resulting from its breach of the representations, warranties, covenants, or agreements contained in this Agreement by the indemnifying Party. This provision shall survive termination or expiration of this Agreement.

22. 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.

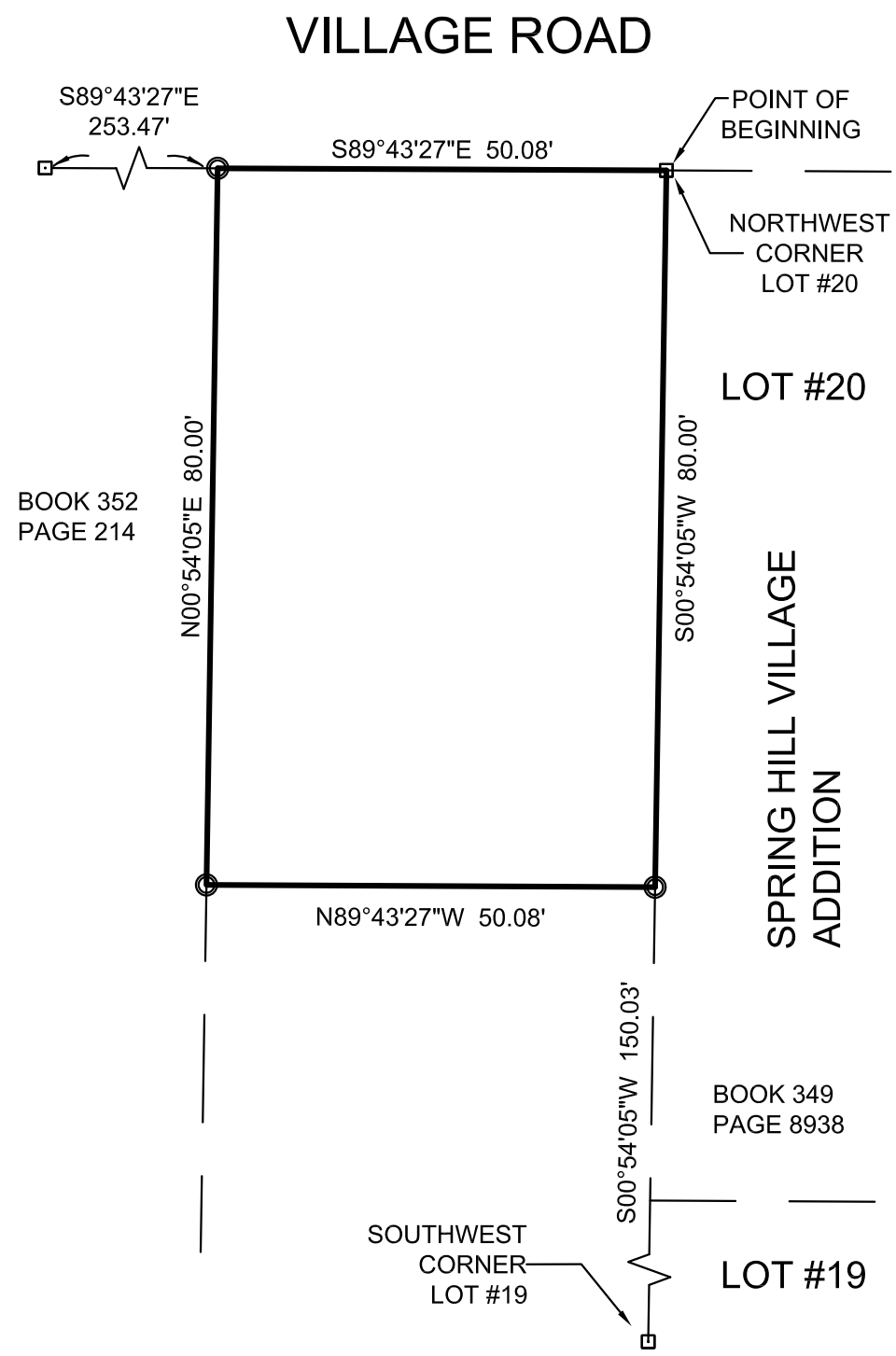
23. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall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

24. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. 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 hereunto set their hands to this Contract, the day and year first above written.

SELLER	**BUYER**
CITY OF NEOSHO, MISSOURI	OZARK FIBER, LLC
_____	_____
Richard Davidson, Mayor	Jason Ross, President
ATTEST	ATTEST
_____	_____
Cheyenne Wright, City Clerk	Secretary



SURVEYORS DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 20 OF SPRING HILL VILLAGE ADDITION, THENCE S00°54'05"W ALONG THE WEST LINE OF SPRING HILL VILLAGE ADDITION A DISTANCE OF 80.00 FEET; THENCE N89°43'27"W A DISTANCE OF 50.08 FEET; THENCE N00°54'05"E A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD; THENCE S89°43'27"E ALONG SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD DISTANCE OF 50.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1 ACRES MORE OR LESS.

SOURCE DOCUMENTS

BOOK 349 PAGE 8937
PLAT OF SPRING HILL VILLAGE BY TRI-STATE ENGINEERING CO. DATED 10/7/1994

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY. EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

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

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- (M) MEASURED
- (D) DEED
- (P) PLAT

0' 20' 40'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

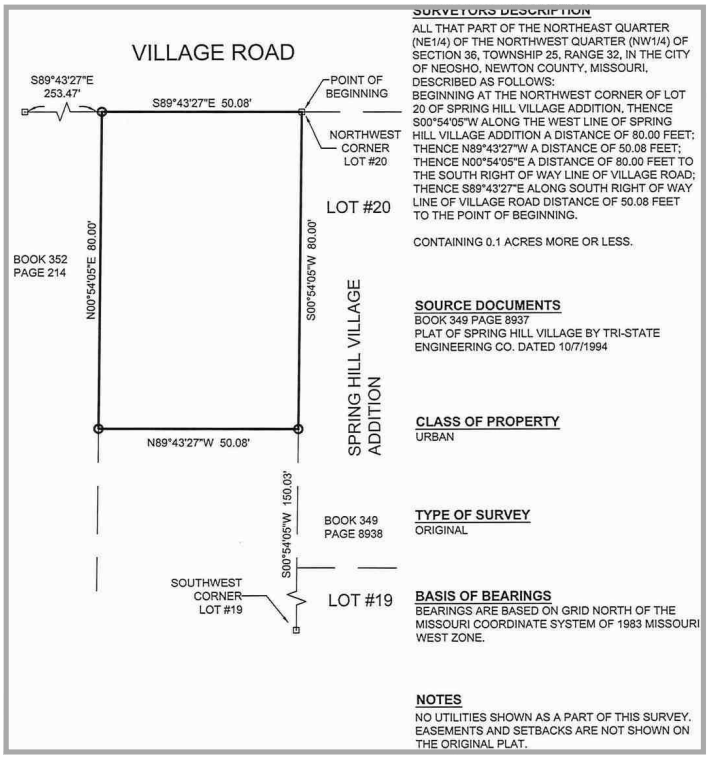
THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024

MJ SURVEYING, LLC.
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN RLP	DATE 6/12/2023	CITY OF NEOSHO PART OF NE1/4 NW1/4 SEC. 36 T25 R32 NEOSHO, NEWTON CO. MISSOURI
APPROVED BAA	DATE 6/12/2023	
SCALE 1" = 20'	SHEET 1 OF 1	PROJECT # 23237

APPRAISAL OF REAL PROPERTY



LOCATED AT

Village Rd
Neosho, MO 64850
See Survey for Legal Description

FOR

City Of Neosho
203 E Main
Neosho, MO 64850

OPINION OF VALUE

1,100

AS OF

06/06/2023

BY

Chris M. Nickle
Nickle Appraisals
PO Box 2156
Joplin, MO 64803
(417) 825-4332
cnickle@sbcglobal.net

Nickle Appraisals
PO Box 2156
Joplin, MO 64836
(417) 825-4332

06/14/2023

Richard Leavens
City Of Neosho
203 E Main
Neosho, MO 64850

Re: Property: Village Rd
Neosho, MO 64850
Borrower: City of Neosho
File No.: 2306090N

Opinion of Value: $ 1,100
Effective Date: 06/06/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Chris M. Nickle
Certified General
State: MO Expires: 06/30/2024
cnickle@sbcglobal.net
cnickle@sbcglobal.net

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION

Subject Address	Village Rd
Legal Description	See Survey for Legal Description
City	Neosho
County	Newton
State	MO
Zip Code	64850
Census Tract	0202.00
Map Reference	27900

SALES PRICE

Sale Price	$ N/A
Date of Sale	N/A

CLIENT

Borrower	City of Neosho
Lender/Client	City Of Neosho

DESCRIPTION OF IMPROVEMENTS

Size (Square Feet)	4,000 (vacant land)
Price per Square Foot	$
Location	Average
Age	
Condition	
Total Rooms	
Bedrooms	
Baths	

APPRAISER

Appraiser	Chris M. Nickle
Date of Appraised Value	06/06/2023

VALUE

Final Estimate of Value	$ 1,100

Borrower	City of Neosho					File No.	2306090N
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-24 months

Comments on Appraisal and Report Identification

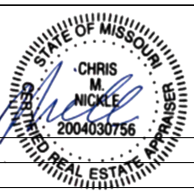
Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This is a report of an appraisal as defined by SR 2-2(b), USPAP. All calculations are not shown and some abbreviated information is included.

This appraisal is prepared for use by the client. The purpose of the appraisal is to estimate the market value of the subject property as of the date of inspection. The market value estimate is required for helping to determine a potential sale price. Use by any other party or for any other use is not authorized.

EXTRAORDINARY ASSUMPTIONS: The appraised value is based on the extraordinary assumption that the site size is as indicated in the site section of the URAR. If an existing or subsequent survey indicates that the site size is substantially different, the appraised value should be revised accordingly. The appraised value is also based on the extraordinary assumption that there is no mold or mildew or other detrimental environmental condition existing in the structure or on the site. If an existing or subsequent inspection indicates a detrimental environmental condition existing in the structure or on the site, the appraised value should be revised accordingly.

APPRAISER:



Signature:
Name: Chris M. Nickle
Certified General
State Certification #: 2004030756
or State License #:
State: MO Expiration Date of Certification or License: 06/30/2024
Date of Signature and Report: 06/14/2023
Effective Date of Appraisal: 06/06/2023
Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 06/06/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

LAND APPRAISAL REPORT

File No.: 2306090N

SUBJECT

Property Address: Village Rd | City: Neosho | State: MO | Zip Code: 64850

County: Newton | Legal Description: See Survey for Legal Description

Assessor's Parcel #: Part of # 16-7.0-36-002-001.008 | Tax Year: 2022 | R.E. Taxes: $ | Special Assessments: $ 0

Market Area Name: Newton County | Map Reference: 27900 | Census Tract: 0202.00

Current Owner of Record: City of Neosho | Borrower (if applicable): City of Neosho

Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ 0 ☐ per year ☐ per month

Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable

If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: The purpose of the appraisal is to estimate the market value of the fee simple estate interest of the subject property. The market value estimate is required for helping to determine a potential sale price.

Intended User(s) (by name or type): This appraisal is prepared for use by the client. Use by any other party or for any other use is not authorized.

Client: City Of Neosho | Address: 203 E Main, Neosho, MO 64850

Appraiser: Chris M. Nickle | Address: PO Box 2156, Joplin, MO, 64803

MARKET AREA DESCRIPTION

Characteristics			
Location:	☒ Urban	☐ Suburban	☐ Rural
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%
Growth rate:	☐ Rapid	☒ Stable	☐ Slow
Property values:	☐ Increasing	☒ Stable	☐ Declining
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.

Predominant Occupancy	
☐ Owner	
☐ Tenant	
☐ Vacant (0-5%)	
☐ Vacant (>5%)	

One-Unit Housing	PRICE $(000)		AGE (yrs)
	30	Low	20
	250	High	110
	100	Pred	50

Present Land Use	
One-Unit	70 %
2-4 Unit	5 %
Multi-Unit	5 %
Comm'l	5 %
Vacant	15 %
	%

Change in Land Use	
☒ Not Likely	
☐ Likely *	☐ In Process *
* To:	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: The subject's neighborhood had too few sales & listings to analyse, however, the entire area appears to have stable residential prices and demand & supply appear to be in balance. Variable & fixed rate loans available. Rates depend on points paid. Closing costs up to 5% occasionally paid by seller. Information on prices & selling times taken from local MLS.

SITE DESCRIPTION

Dimensions: 50x80 (See Survey) | Site Area: 0.09 Acres

Zoning Classification: C2 Commercial | Description: Commercial

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: The site is zoned Commercial. Generally auto sales, banks, greenhouses, hotels, restaurants, schools, shops, stores, theaters, parks, single family residential and multi-family residential uses are permitted.

Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ /

Comments:

Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)

Actual Use as of Effective Date: Vacant | Use as appraised in this report: Commercial

Summary of Highest & Best Use: The subject is located inside an incorporated area and is zoned for commercial. It is surrounded by commercial and residential use properties with very few vacancies. It has access to all utilities. The subject's lot size does not allow for residential use according to Neosho zoning law which requires a minimum 7,000 sq ft lot per residence, therefore, highest and best use is commercial.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	
Gas	☒	☐	
Water	☒	☐	
Sanitary Sewer	☒	☐	
Storm Sewer	☐	☐	None
Telephone	☐	☒	SBC
Multimedia	☐	☐	None

Off-site Improvements	Type	Public	Private
Street	Village Rd	☒	☐
Width	2 lane		
Surface	Paved		
Curb/Gutter	Concrete	☐	☐
Sidewalk	None	☐	☐
Street Lights	Mercury Vapor	☐	☐
Alley	None	☐	☐

Frontage	Along Village Rd
Topography	Slopes slightly
Size	Typical for Area
Shape	Rectangular
Drainage	Appears Adequate
View	Residential/Commercial

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 29145C0282E | FEMA Map Date 11/26/2010

Site Comments: No apparent adverse or unfavorable easements or encroachments noted. A survey should govern all legal boundaries.

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LAND APPRAISAL REPORT

File No.: 2306090N

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): County Records, Joplin MLS

1st Prior Subject Sale/Transfer	
Date:	
Price:	Unknown
Source(s):	County Records, MLS
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

Analysis of sale/transfer history and/or any current agreement of sale/listing: There were no prior sales found on the subject, nor the comparables, in the 36 months prior to the effective date of the appraisal. The subject is currently under contract for sale. The contract appears to be arms-length.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Village Rd Neosho, MO 64850	Fairground Neosho, MO 64850		Fairground Neosho, MO 64850		Jay Rd Neosho, MO 64850	
Proximity to Subject		1.26 miles N		1.26 miles N		2.51 miles NW	
Sale Price	$ N/A		$ 19,000		$ 15,000		$ 113,000
Price/ Acre	$	$ 12,179.49		$ 11,363.64		$ 12,541.62	
Data Source(s)	Inspection	Joplin MLS 204767		Joplin MLS 204029		Prior Appraisal	
Verification Source(s)	County Records	County Records		County Records		County Records	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		Cash None Known		Cash None Known		Cash None Known	
Date of Sale/Time	N/A	11/10/2020		09/23/2020		06/26/2020	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Average	Average		Average		Average	
Site Area (in Acres)	0.09	1.56		1.32		9.01	
Wooded/Cleared	Cleared	Cleared		Cleared		Cleared	
Utilities	All	All		All		All	
Access	Public Road	Public Road		Public Road		Public Road	
Zoning	Commercial	Commercial		Commercial		Commercial	
Net Adjustment (Total, in $)		☐ + ☐ − $		☐ + ☐ − $		☐ + ☐ − $	
Net Adjustment (Total, in $ / Acre)		Net %		Net %		Net %	
Adjusted Sale Price (in $ / Acre)		Gross % $ 12,179.49		Gross % $ 11,363.64		Gross % $ 12,541.62	

Summary of Sales Comparison Approach: The land market in the subject's immediate area has been researched and some sales of vacant land could be confirmed. The most similar and recent sales are summarized above and on the additional sales page. They are the most recent and similar that could be found after searching the local MLS, realtors and other appraisers. As far as is known, none of the comparable land sales were sold based on the price per front foot, therefore, the price per acre is the measure of value used. All adjustments, or the lack thereof, were based on a paired sales analysis of the sales found in the report. The estimated value for the subject is $12,000 per acre based on the comparable sales.

$12,000 x 0.09 acres = $1,080 (rounded to $1,100)

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 1,100

Final Reconciliation: All 3 approaches to value considered with most weight placed on sales comparison approach. Income omitted due to lack of rental data. Cost approach omitted due to lack of improvements. Purpose of appraisal to estimate market value for lending purposes.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 1,100 , as of: 06/06/2023 , which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 21 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Scope of Work ☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☒ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☒ Legal Description

SIGNATURES

Client Contact: Richard Leavens — Client Name: City Of Neosho

E-Mail: — Address: 203 E Main, Neosho, MO 64850

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Chris M. Nickle	Supervisory or Co-Appraiser Name:
Company: Nickle Appraisals	Company:
Phone: (417) 825-4332 Fax:	Phone: Fax:
E-Mail: cnickle@sbcglobal.net	E-Mail:
Date of Report (Signature): 06/14/2023	Date of Report (Signature):
License or Certification #: 2004030756 State: MO	License or Certification #: State:
Designation: Certified General	Designation:
Expiration Date of License or Certification: 06/30/2024	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 06/06/2023	Date of Inspection:

STATE OF MISSOURI · CHRIS M. NICKLE · 2004030756 · CERTIFIED REAL ESTATE APPRAISER

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ADDITIONAL COMPARABLE SALES

File No.: 2306090N

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	Village Rd Neosho, MO 64850	NW Cor Nickols Dr & Lynn Ln Neosho, MO 64850					
Proximity to Subject		2.42 miles NW					
Sale Price	$ N/A		$ 55,200		$		$
Price/ Acre	$	$ 13,365.62		$		$	
Data Source(s) Verification Source(s)	Inspection County Records	Prior Appraisal, Contract County Records					
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		Conventional None Known					
Date of Sale/Time	N/A	05/19/2020					
Rights Appraised	Fee Simple	Fee Simple					
Location	Average	Average					
Site Area (in Acres)	0.09	4.13					
Wooded/Cleared	Cleared	Cleared					
Utilities	All	All					
Access	Public Road	Public Road					
Zoning	Commercial	Commercial					
Net Adjustment (Total, in $)		☐ + ☐ −	$	☐ + ☐ −	$	☐ + ☐ −	$
Net Adjustment (Total, in $ / Acre)		Net %		Net %		Net %	
Adjusted Sale Price (in $ / Acre)		Gross %	$ 13,365.62	Gross %	$	Gross %	$

Summary of Sales Comparison Approach: Please see comments in the sales comparison section of the main appraisal form.

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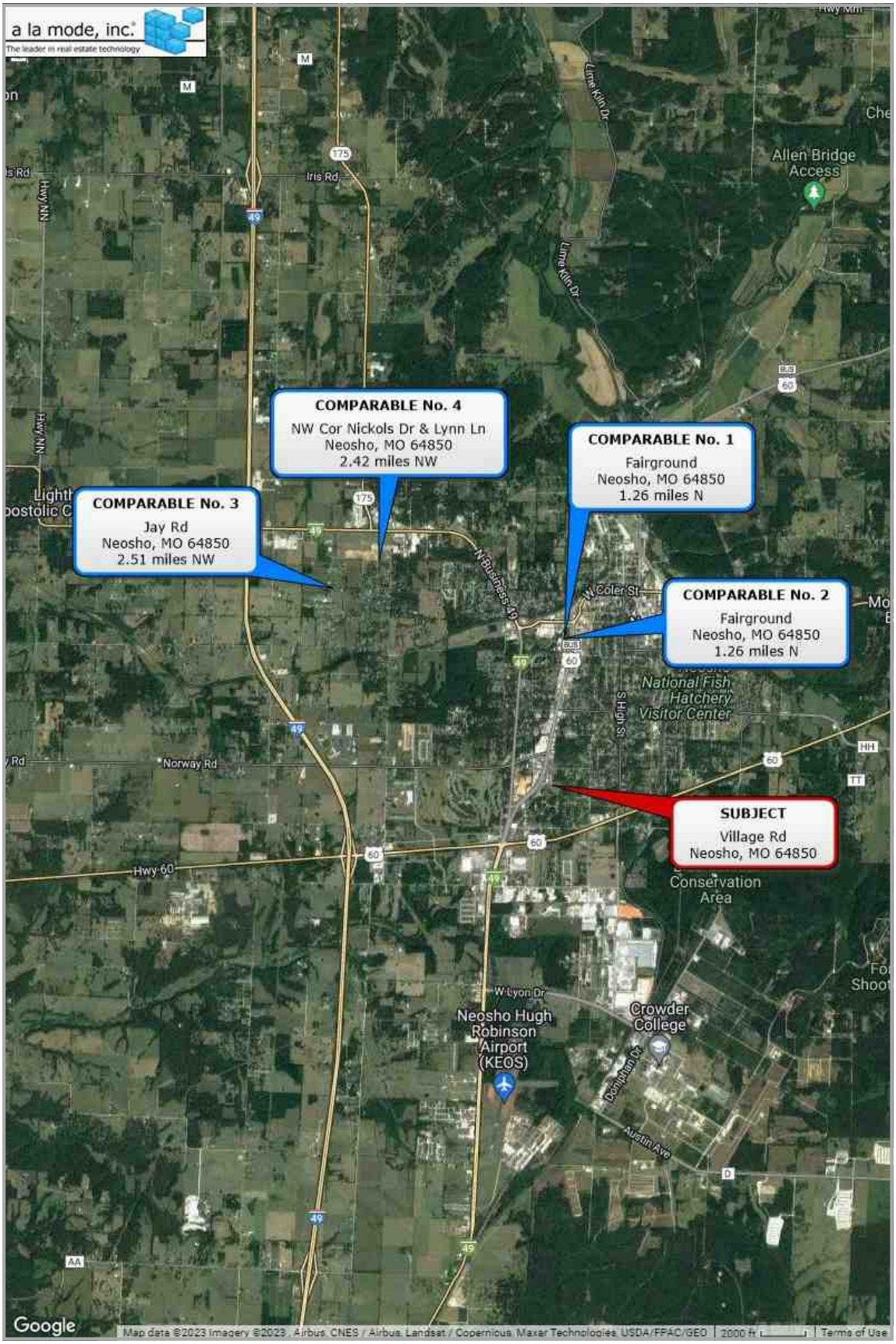
Comparable Sales Map

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						



Subject Photo Page

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

Subject Site

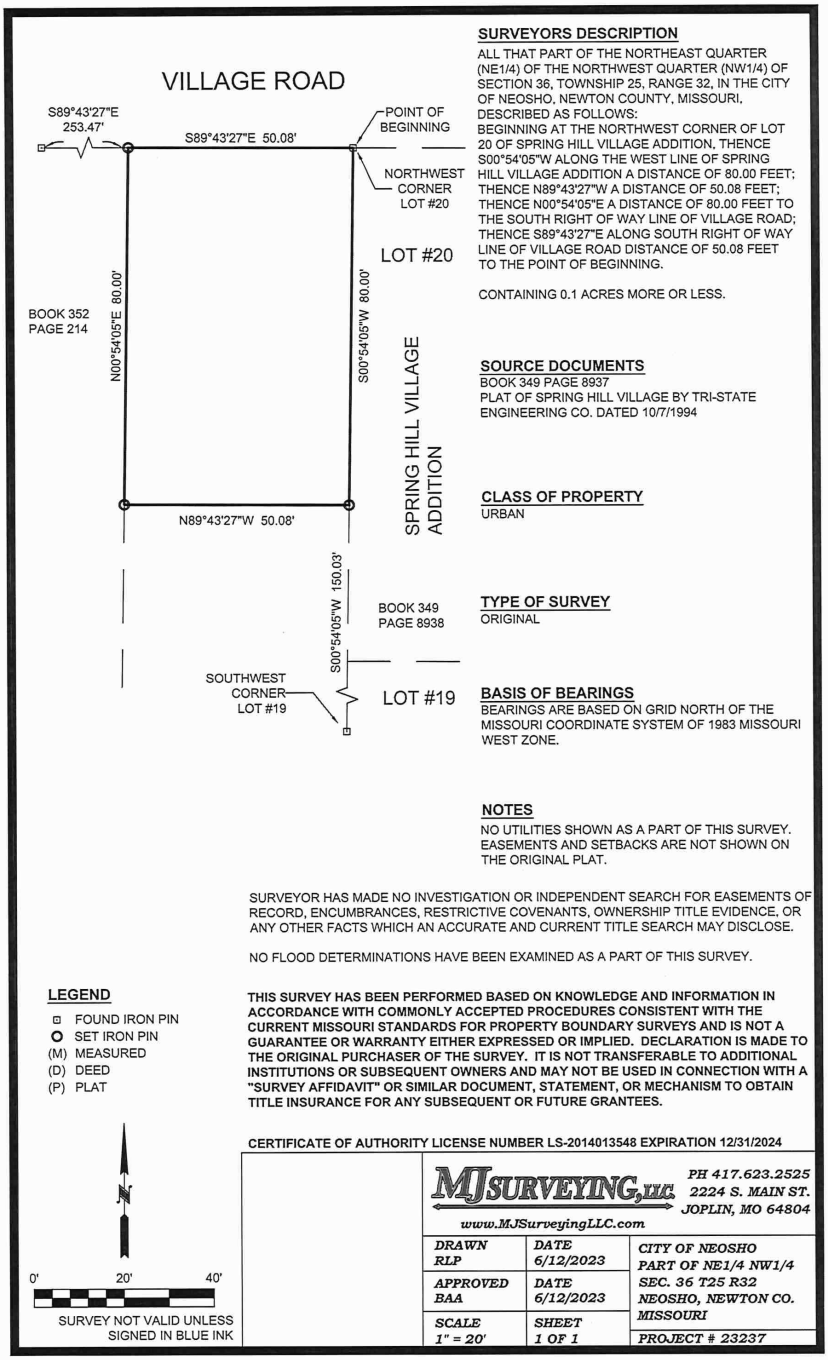
Village Rd	
Sales Price	N/A
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Average
View	Residential/Commercial
Site	0.09
Quality	
Age	

Subject Street

Form PICPIX.SR - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Survey

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						



Form MAP.Survey - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Assessor's Card - Parent Parcel

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

Property Number
16-7.0-36-002-001-001.008

Tax ID#
5-40841-500

Property Description
RETENTION POND-LOTS 19 & 20 SPRINGHILL VILLAGE

Owner - Mailing Address
NEOSHO CITY
C/O:
203 E. MAIN
NEOSHO MO 64850-0000

Situs Address
DBA:

Card 1 OF 1
05/19/2023

Sec-Twp-Rng	Land Type	Lot Size	Calc Acre
36-25-32	EX	70.26 X 230	0.37

Book-Page	Date Acq	City	School	Road	Fire	Amb	Libr	College	Water	Neo
349-08938	2000-09-29	5	5	5	0	4	5	1	0	6

TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	$0	$0	$0	$0
AGR	$0	$0	$0	$0
COMM	$0	$0	$0	$0
VAC	$0	$0	$0	$0
TOTALS	$0	$0	$0	$0

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION

Newton County PRC

LAND DATA

CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION

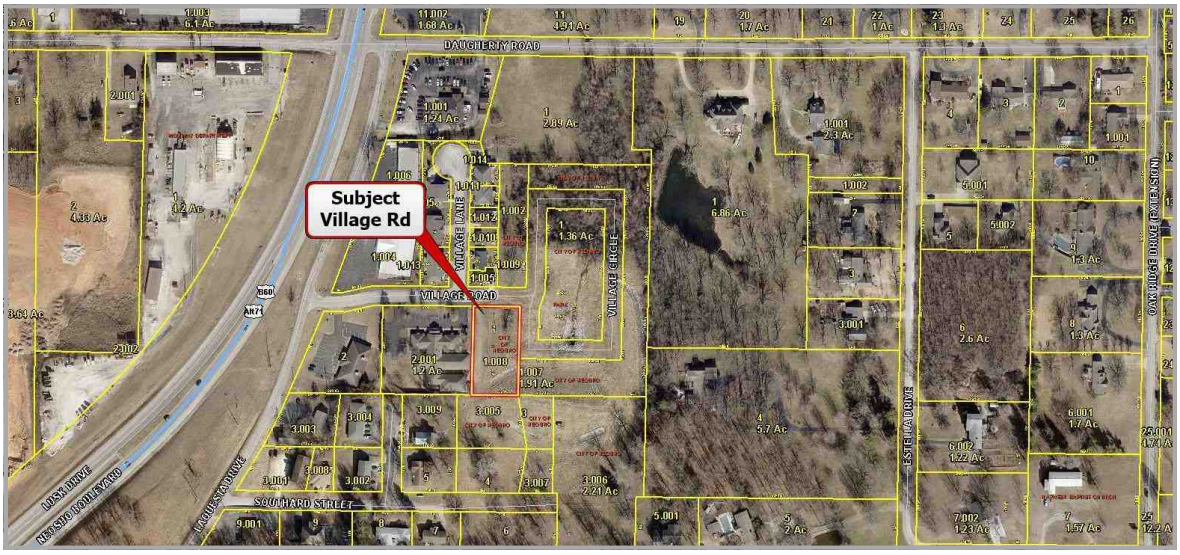
IMPROVEMENTS

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

Form MAP.PLAT - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Plat Map (Parent Parcel)

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						



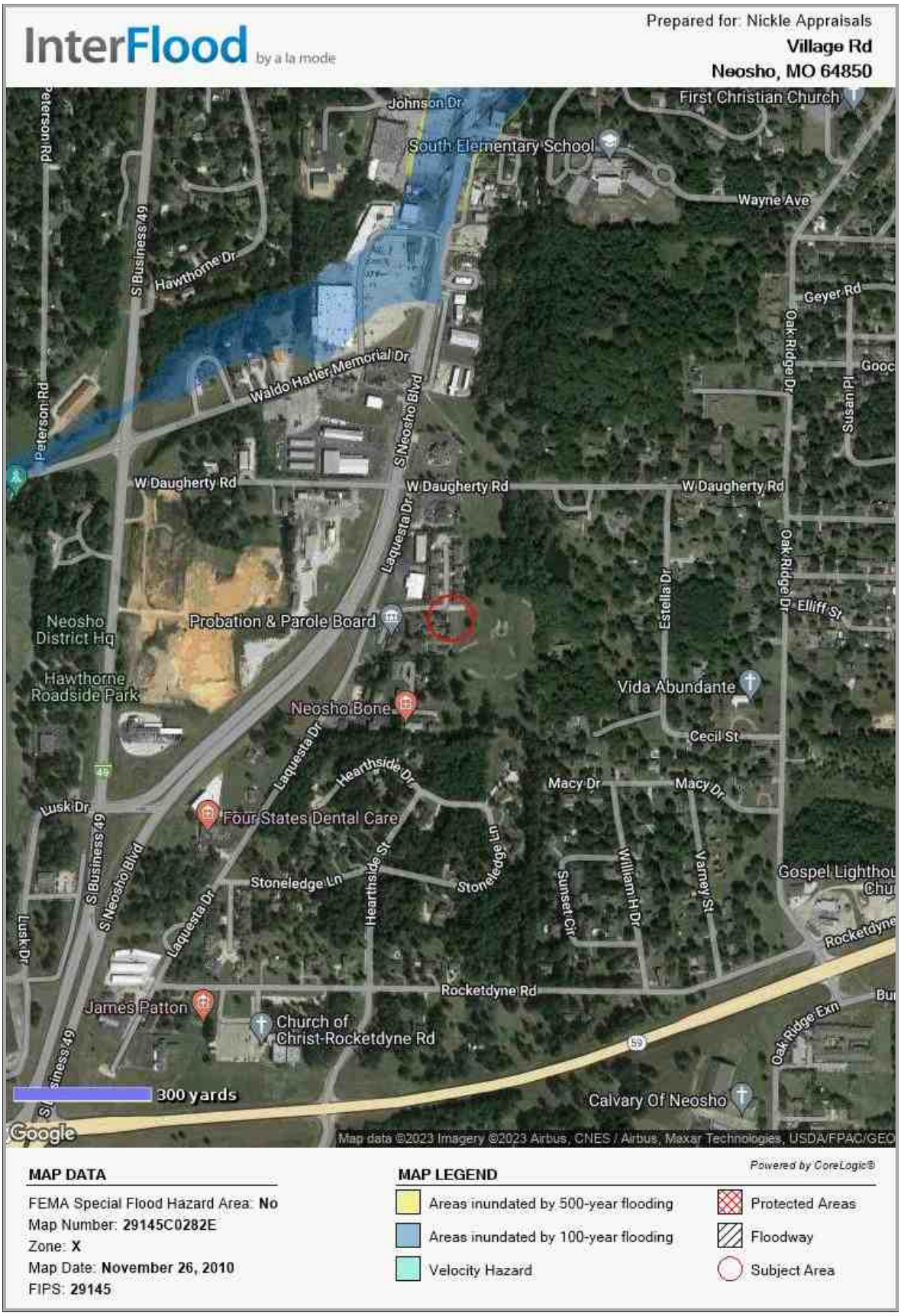
Form HMAPP - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Zoning Map

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

Flood Map

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						



ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Borrower	City of Neosho						
Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip code	64850
Lender/Client	City Of Neosho						

***Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.**

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

x Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.

_ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.

x Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.

x **The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.**

Comments

SANITARY WASTE DISPOSAL

x Sanitary Waste is removed from the property by a municipal sewer system.

_ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.

x **The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments

SOIL CONTAMINANTS

x There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

x **The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.**

Comments

ASBESTOS

_ All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.

_ The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).

x **The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.**

Comments No improvements on the subject property.

PCBs (POLYCHLORINATED BIPHENYLS)

x There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).

x There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).

x **The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments

RADON

x The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).

x The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.

x The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.

x **The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments

USTs (UNDERGROUND STORAGE TANKS)

X There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.

X There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).

____ There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.

X **The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments _____

NEARBY HAZARDOUS WASTE SITES

X There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.

X **The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments _____

UREA FORMALDEHYDE (UFFI) INSULATION

____ All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.

____ The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.**

Comments No improvements on the subject property.

LEAD PAINT

____ All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualifed inspector.

____ The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments No improvements on the subject property.

AIR POLLUTION

X There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.

X **The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.**

Comments _____

WETLANDS/FLOOD PLAINS

X The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/ Flood Plains is to have it inspected by a qualified environmental professional.

X **The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).**

Comments _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS

X There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:

____ Excess Noise _____
____ Radiation + Electromagnetic Radiation _____
____ Light Pollution _____
____ Waste Heat _____
____ Acid Mine Drainage _____
____ Agricultural Pollution _____
____ Geological Hazards _____
____ Nearby Hazardous Property _____
____ Infectious Medical Wastes _____
____ Pesticides _____
____ Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____

X **The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.**

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

Supplemental Addendum

File No. 2306090N

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

Comments SCOPE OF APPRAISAL

The scope of work rule states that an appraiser's scope of work is acceptable when it meets or exceeds:
-The expectations of parties who are regularly intended users for similar assignments;
-And what an appraiser's peer's actions would be in performing the same or similar assignments.
The Scope of Work includes, bit is not limited to the following:

A. The Extent to which the property is identified;
B. The extent to which tangible property is inspected;
C. The Type and extent of data researched; and
D. The type and extent of analyses applied to arrive at opinions or conclusions.

It is the intention of this Appraiser to provide the client of this report an appraisal that meets or exceeds the expectations of parties who are regularly intended users for similar assignments and one which and appraiser's peers' actions would be in performing the same or similar assignments. No Part of this report in intended to be misleading.

Property Identification: The subject of the assignment of and its relevant characteristics is stated in the body of the Uniform Residential Appraisal Report. The assignment conditions include any stated assumptions, extraordinary assumptions, hypothetical conditions, supplemental standards, Jurisdictional exceptions, and other conditions that affect the Scope of Work recited in the additional comments of the FIRREA/USPAP addendum of this report.

Property Inspection: The Appraiser physically inspected the subject property and photographed on the effective date of appraisal or otherwise stated elsewhere in the report. For proposed improvements the Appraiser has examined plans, specifications, of other documentation sufficient to identify the extent and character of the proposed improvements unless stated otherwise. Physical inspection of the property includes physically measuring the dwelling using a real measuring tape and/or electric measuring device, photographing the property as required by the client, and collecting field notes on the characteristics of the dwelling either through examination and/or discussions with the owner or others knowledgeable with the property. The Appraiser reserves the right to correct and portion of this appraisal which is inaccurate. Any inaccuracies reported are not intended by the Appraiser.

Data Research: Area, Municipal, County and Neighborhood data collected are obtained and based on information collected during the assignment process and other information in the Appraiser's files. Research of comparable data is gathered using local one or more of the following sources: MLS data courthouse records and interviews with Buyers, Sellers, Realtors or others knowledgeable with regard to listings, sales or rentals.

Opinions and Conclusions: The type and extent of the analysis applied is based upon relevant evidence and logic required to produce a credible assignment, meet the expectations of parties who are regularly intended users for similar assignments and what an Appraiser's Peers' actions would be in performing the same or a similar assignment relevant to the context of the intended use.

Conditions, Assumptions, Extraordinary Assumptions, Hypothetical Conditions, Supplemental Standards and Jurisdictional Exceptions: None of the sales recited have been measured by the Appraiser to ensure accuracy of the stated square footage. The Appraiser assumes the square footage stated in the MLS and/or the courthouse records is accurate. Regarding the history of the subject and the sales taken from public records, the appraiser assumes the information is accurate. The Appraiser takes no responsibility for misinformation provided by third parties. If the property under appraisal is under contract the Appraiser assumes the contract to be valid and no fraud has taken place. The Appraiser assumes all prior sales were no the product of any fraud. For new or proposed construction the Appraiser assumes all necessary permits have been obtained, the Appraiser assumes final plat approval has been obtained for new developments, the Appraiser assumes the plans and specifications provided are valid and the dwelling is built as proposed. If the property is proposed construction, the Appraiser assumes the improvements are built accurately according to the plans and specifications provided. The Appraiser reserves the right to conduct a final inspection on the property to determine if tin fact those improvements are provided. Not responsible for characteristics of the finished product not covered in the plans or specifications provided.

If the property is under contract the Appraiser assumes all aspects of the contract stipulations are completed according to the terms, the Appraiser assumes that the entire contract has been provided to the Appraiser for inspection and analysis. If the subject property is in or near a flood area, the Appraiser recommends the services of a licensed surveyor for final determination. The Appraiser has not reviewed the restrictive covenants of the addition to ensure that the subject property complies. The Appraiser does not guarantee the value of the property beyond the effective date of the evaluation. Certain jurisdictional exceptions may be present; the Appraiser has attempted to perform this appraisal in compliance with the request of the client and with USPAP in a manner not intended to be misleading. The Appraiser assumes the client and regulated institution is familiar with the 2006 USPAP as required under OCC, FDIC, NCUA, FRB and OTS. The Appraiser assumes all supplemental stands for the client's agency have been properly provided to the appraiser to follow, but the appraiser is not responsible for those not properly provided. Unless notified, the Appraiser assumes the regulatory agency has reviewed the appraisal and agrees with the results.

Errors in the electronic transmission are not intended and the Appraiser reserves the right to correct any errors that occur during the electronic transmission.

Supplemental Addendum

File No. 2306090N

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

APPRAISAL PROCESS: In the appraisal of real estate, there are three traditional approaches to value. These are the cost approach, sales comparison approach and the income approach. The cost approach to value considers the cost of replacing the subject improvements new, less accrued depreciation in all forms, plus the current estimated value of the land "as if vacant".

Determining the degree of comparability between market data and the subject involves considering their similarity with respect to many valuation factors including physical characteristics (size, location, age, quality of construction and condition) and economic factors which include competitive rentals, required capital for deferred maintenance, any existing financing at the time of the appraisal. Adjustments are made for market recognized differences.

The adjustment process makes the available data as comparable as possible to the subject property and uses adjustment factors extracted from the market. The appraiser's trained judgment as to the data's similarity is relied upon.

The income approach reflects current market rents and competitive operating expenses. This approach utilizes a capitalization rate found in the current real estate market, which is applied to the subject's estimated net operating income to produce an indicated value for the subject. When appraising a 1-4 family property that has rental income, a modified income approach is employed. This is in the form of a gross rent multiplier (GRM). This is abstracted from the sale of rental property and is applied to the subject's income to develop a value.

The valuation of residential properties generally utilizes only the cost approach and the sales comparison approach. In the cost approach, cost data to reproduce the property is usually taken from Marshall & Swift's cost table and/or is abstracted from the market by using builders' cost breakdowns from the appraiser's files.

In the sales comparison approach, sales information is taken from various multiple listing services and real estate agents. Also from other appraisers, this appraiser's files and county courthouse records.

Single family homes are usually not purchased for their income producing capabilities and the income approach is difficult for the typical buyer to understand. Also there are seldom any rented properties that have sold from which a GRM can be abstracted. As a result, the income approach has little application as a valuation method for single-family residences.

Environmental Notice: The Tri - State area of Southeast Kansas, Southwest Missouri, and Northeast Oklahoma have a prior history of mining in the late 1800's and early 1900's. Evidence of this past mining stills exists in some areas. Most of these areas are served by city or rural water districts. Portions of these areas have been included in clean up sites funded by the EPA. Adverse impact on property values (if any), are equal to comparable properties, and no economic depreciation is noticed in the Cost Approach, as new improvements are constantly being built.

PRIOR SALES HISTORY SUBJECT: The appraiser has researched and reported the subject's sales history information for the preceding three year period, in compliance with USPAP Standard Rule 1-5.

COMPARABLE INFORMATION:
The appraiser has chosen what are believed to be the best comparable sales available in the market area. Adjustments made to the Sales Comparison Analysis are based on market value, not on cost figures. Occasionally it is necessary to use comparable sales that occurred over six months preceding the appraisal date, have individual adjustments exceeding 10% of the comparables sales price, that have net adjustments exceeding 15% of the comparables sales price and are located more than one mile from the subject, especially when the subject is Suburban or Rural. Since ideal comparable sales are not always available for every subject property, the appraiser has chosen the best sales available from the market search which meet underwriting standards as well as guidelines established by the National Association of Independent Fee Appraisers.
Only those items attached to the house were considered as real property. Any items not attached to the house, such as refrigerators, microwaves, washers and dryers, etc. were not considered in the valuation process and have no affect on the value of the property. All comparable sales are "closed sales" to the best of the appraiser's knowledge.

REASONABLE EXPOSURE TIME
Market Value appraisals represent an appraiser's interpretation of the actions of the buyer and sellers in the marketplace.
A market value estimate is based in the market parameters that are identified and examined by the appraiser; that is, the appraiser must identify and be familiar with the market conditions that prevail when the property is offered for sale.
In the definition of market value, one of the conditions of "fair market value sale" is a reasonable time being allowed for exposure in the open market. Marketing time has a definite influence on the potential selling price of a property. To obtain a maximum selling price, a property must be exposed to a given market for a time long enough to enable most market participants to gain full knowledge of the sale and attributes of the property. The final selling price can be below the optimal sales price if the marketing time is too short or too long. If the marketing time is too short, the number of buyers is too small for competitive pressures to force the price up. If the time is too long, buyers become disinterested and competitive pressures weaken again.
For the purpose of this report, the reasonable exposure time is estimated at three to six months. This exposure time results in the optimal sale price and is the basis for the appraised value.

Digital Signature:
If a digital signature is used the software programs used to transfer the report electronically provides digital signature security features for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the signature(s) is/are protected and the appraiser has maintained control of the signature. Electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report. for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the signature(s) is/are protected and the appraiser has maintained control of the signature. Electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report.

Appraiser's Resume

File No. 2306090N

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						

Christopher M. Nickle
Certified General Appraiser
PO Box 2156, Joplin, MO 64803
Phone: (417) 825-4332
E-mail: nickleappraisals@yahoo.com

Summary: Certified General Appraiser with over 15 years experience in the construction field and over 20 years experience in real estate appraisals.

Employment History:

2005 - Present **Nickle Appraisals** **Owner/Appraiser**
Joplin, MO
Inspect properties & prepare reports for residential & commercial properties.

2001 – 2005 **CKAppraisals** **Appraiser**
Carthage, MO
Inspect properties & prepare reports for residential & commercial properties.

1998 – 2001 **Barton's Lumber Do-It Center**
Carthage, MO
Head of floor covering department, Salesperson

1997 – 1998 **Nickle Carpet**
Carthage, MO
Store Manager, Salesperson

1994 – 1997 **Color Tile**
Cape Girardeau, MO
Store Manager, Salesperson

Education:

Spring 2006 **Lowman & Co.**
Certified General Appraisal Courses

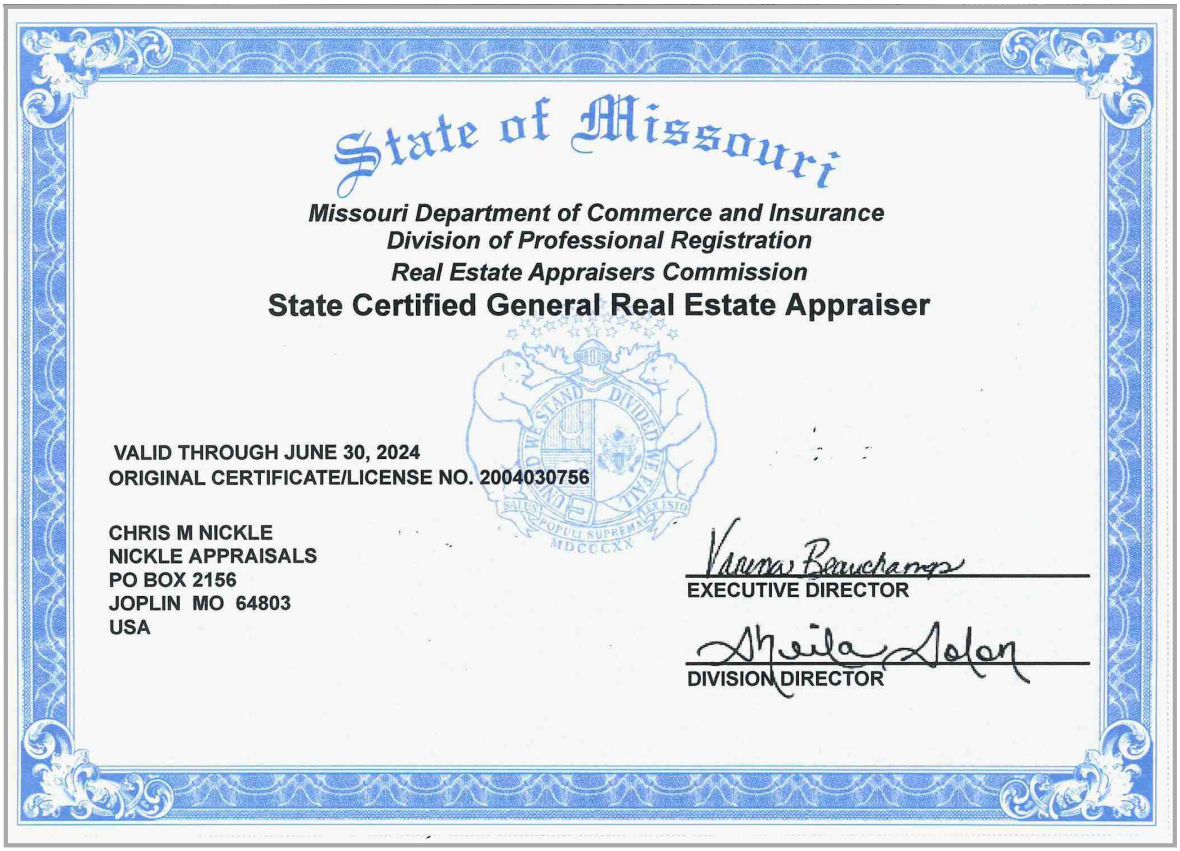
Fall 2003 **Lifetime Learning**
Springfield, MO
Certified Residential Appraisal Courses

1993 – 1994 **Mineral Area College**

1992 – 1993 **Northeast Missouri State University**

Appraiser's Certification

Borrower	City of Neosho						
Property Address	Village Rd						
City	Neosho	County	Newton	State	MO	Zip Code	64850
Lender/Client	City Of Neosho						



State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission

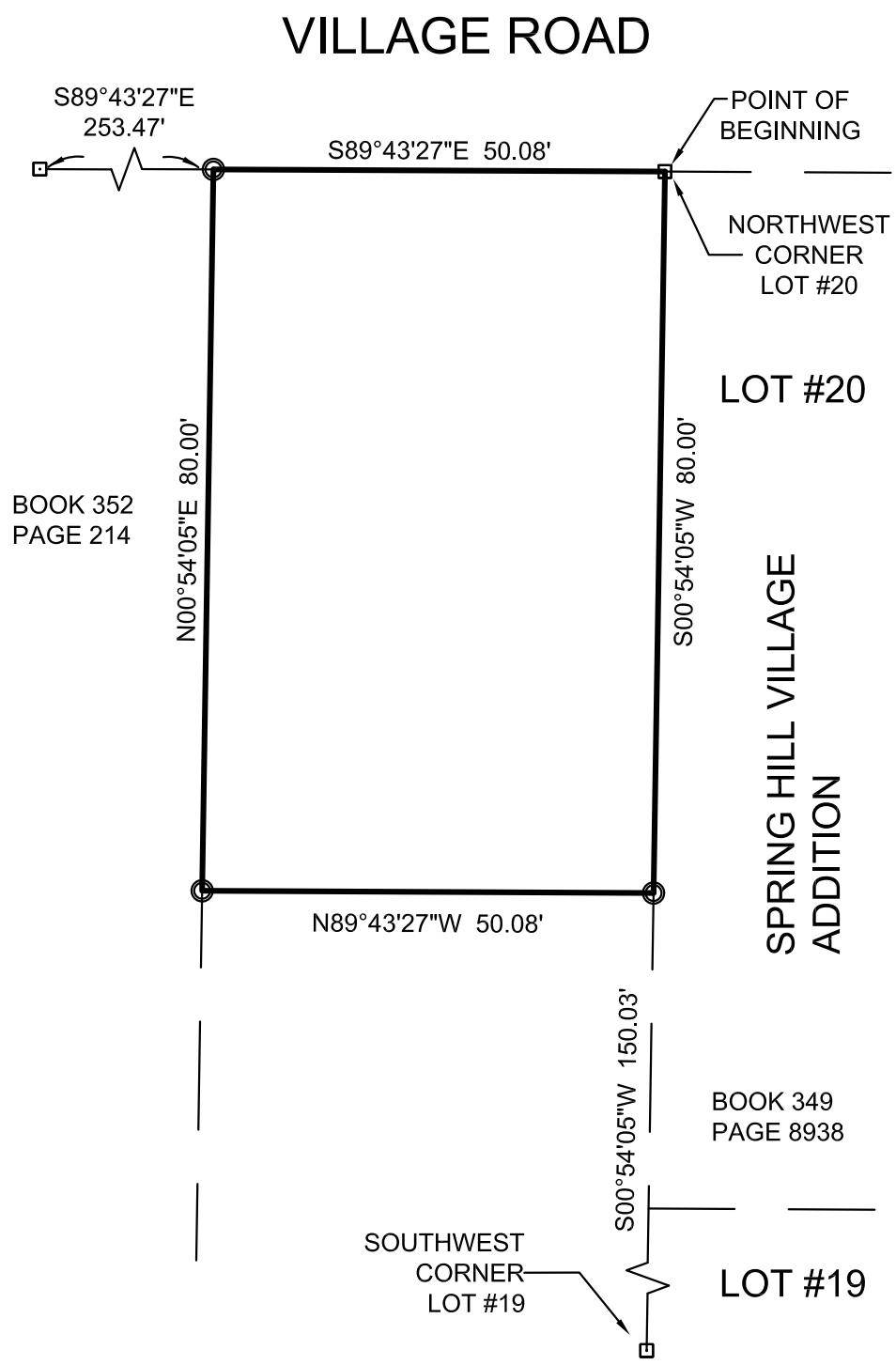
State Certified General Real Estate Appraiser

VALID THROUGH JUNE 30, 2024
ORIGINAL CERTIFICATE/LICENSE NO. 2004030756

CHRIS M NICKLE
NICKLE APPRAISALS
PO BOX 2156
JOPLIN MO 64803
USA

Vicki Beauchamp
EXECUTIVE DIRECTOR

Sheila Solon
DIVISION DIRECTOR



SURVEYORS DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 20 OF SPRING HILL VILLAGE ADDITION, THENCE S00°54'05"W ALONG THE WEST LINE OF SPRING HILL VILLAGE ADDITION A DISTANCE OF 80.00 FEET; THENCE N89°43'27"W A DISTANCE OF 50.08 FEET; THENCE N00°54'05"E A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD; THENCE S89°43'27"E ALONG SOUTH RIGHT OF WAY LINE OF VILLAGE ROAD DISTANCE OF 50.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1 ACRES MORE OR LESS.

SOURCE DOCUMENTS

BOOK 349 PAGE 8937
PLAT OF SPRING HILL VILLAGE BY TRI-STATE ENGINEERING CO. DATED 10/7/1994

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY. EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

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

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- (M) MEASURED
- (D) DEED
- (P) PLAT

0' 20' 40'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024

MJ SURVEYING, LLC.
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN RLP	DATE 6/12/2023	CITY OF NEOSHO PART OF NE1/4 NW1/4 SEC. 36 T25 R32 NEOSHO, NEWTON CO. MISSOURI
APPROVED BAA	DATE 6/12/2023	
SCALE 1" = 20'	SHEET 1 OF 1	PROJECT # 23237

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Engine 8 Valve Replacement

ORIGINATING DEPARTMENT: Fire Department
ATTACHMENT:
1. Bids for Engine 8 Valve Replacement

PURPOSE:
The purpose of this item is to replace the intake valves on Engine 8 that are leaking.

BACKGROUND:
During annual pump testing and maintenance, we found that the intake valves were leaking on Engine 8. We tried to rebuild the valves but due to the age of the truck, the rebuild kits will not fix the problem. This engine is the only City back up truck we own and it does not currently have a plan to be replaced for atleast 5 more years. This is not an item that was budgeted for. I am asking to use money from the fund balance to make these repairs. We sent the bid out to 5 different vendors and we received 3 bids back. Still was the cheapest bid and they are the company that we are currently using for annual pump testing and maintenance.

RECOMMENDATION:
Staff recomends accepting the bid from Still.

Still Fire Services, LLC.

11160 Parks Creek Rd.
Grovespring, MO. 65662
417-588-7507

Estimate

Date: 6/13/2023
Quote No. E-2306121

Customer	Account No.
Neosho City	

Part No.	Description	Qty	Unit Price	Total
AKR 7950	5" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS	1	3022.5	3022.50
LABOR		1.75	140	245.00
AKR 7960	6" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS	1	3282.5	3282.50
LABOR		1.75	140	245.00
JHF 41V	2 POS, 4 WAY AIR VALVE	1	57.14	57.14
LABOR		0.5	140	70.00

*Estimate may change do to freight and construction of truck.

Total
6922.14

BID FORM

Description: (To be completed by bidding party)

Replace 7950, 5" Air actuated butterfly valve	$3,755.82
Replace 7960, Driver side 6" air actuated butterfly valve	$4,004.17
Replace 7960, Officer side 6" air actuated butterfly valve	$4,004.17
(Each includes the installation of the 4-way JHF air switch)	
Freight	$156.25
Pickup truck and deliver back to department	$720.00
Fuel	$250.00
Total for all of the above items	**$12,890.41**

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

F.O.B. Neosho, MO
Projected Shipping Date: Parts projected lead time is 84 days. Our projected start and completion is the 1st week of October.

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: Precision Fire Apparatus

ADDRESS: 524 S. Business Route 5 Camdenton, MO 65020

PHONE: 573-346-8387

EMAIL: bjohnston@precisionfireapparatus.com

BY: Brad Johnston

WORK ESTIMATE

Jon's Mid America Fire
7037 East US Highway 60
Rogersville, MO
Phone: (417)-887-0534

ESTIMATE #	DATE
1	6/15/2023

To Neosho Engine 8 Valve Replacement

VEHICLE INFORMATION

YR/MAK/MDL: 2001 Precision Spartan Custom
VIN:
UNIT NUM:

DESCRIPTION OF WORK

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
P/N 7950-0044 5" air actuated butterfly valve ,less adapters	1	4,069.92	4,069.92
P/N 7960-0085 6" air actuated butterfly valve, less adapters	2	4,417.07	8,834.14
P/N 41V two position,four way air switch	1	250.00	250.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
		-	-
LABOR	25	125.00	3,125.00
SHOP MATERIALS	1	50.00	50.00
HAZARDOUS MATERIALS	1	22.50	22.50
FREIGHT	1	325.00	325.00
			-
Thank you for your business!		**Total Estimate**	**$ 16,676.56**

NOTE: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

Job Estimate Template © 2014 Vertex42.com

BID FORM

Description: (To be completed by bidding party)

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

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

F.O.B. Neosho, MO
Projected Shipping Date: 91 days from Notification confirmation of winning bid.

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: Jon's Mid America Fire Apparatus
ADDRESS: 7037 E. US Hwy 60 Rogersville, MO 65742
PHONE: 417) 887-0534
EMAIL: JustinKeltner@Jonsmidamerica.com
BY: Justin Keltner

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 **Friday, June 16th, 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: Engine 8 Valve Replacement

Please label the envelope: Neosho Engine 8 Valve Replacement

Questions concerning the specifications and bid procedure should be directed to Fire Chief Aaron Houk Neosho Fire Department 125 North College Street Neosho, Mo. 64850

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

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

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

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

1. Bodily injury 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:

Neosho Fire Department Engine 8 Valve Repair

Remove old valves and replace them with new valves. Using the following Akron Brass part numbers

P/N: 7950, 5" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS
P/N: 7960, 6" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS
P/N: 41V, 2-POSITION, 4-WAY JHF AIR SWITCH

Equipment Schedule:

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

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Bill No. 2023-156: FY23 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:
1. Bill No. 2023-156 FY23 Budget Amendment

PURPOSE:
The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY23 budget.

BACKGROUND:
Staff is requesting to amend the budget for Surplus Revenues additional expenses and Capital Purchases.

Fund		Increase (Decrease)
100	General Admin Fund	($423,254.75)
130	Fire Fund	($295,844.30)
175	Senior Center Fund	$0.00
195	Auditorium Fund	$0.00
300	Capital Improvement Fund	$0.00
310	Hotel/Motel Fund	($700.00)
800	Street Fund	(145,177.81)

Total City Increase (Decrease) in Fund Balance ($864,976.86)

-

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

Bill No. 2023-156 **Ordinance No. 427-2023**

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

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

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

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

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
100	Transfer to Fire Dept	100-000-3205-000			(423,254.75)	(423,254.75)
100	Municipal Court Prof Service	100-125-5260-125		1,000.00	(1,000.00)	
100	Court Appointed Expenses	100-125-5261-125		(500.00)	500.00	
100	Municipal Court Equip Maint	100-125-5330-125		(500.00)	500.00	
100	Cemetery Facility Maintenance	100-204-5320-204		(690.00)	690.00	
100	Cemetery Equipment Maint	100-204-5330-204		690.00	(690.00)	
GENERAL ADMIN FUND TOTALS			$0.00	$0.00	($423,254.75)	($423,254.75)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
130	Transfer to Capital Imp	130-000-3285-000			(719,099.05)	(719,099.05)
130	Transfer fm Public Safety	130-000-3305-000			423,254.75	423,254.75
FIRE FUND TOTALS			$0.00	$0.00	($295,844.30)	($295,844.30)

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
175	Senior Center Prof Services	175-175-5260-175		240.00	(240.00)	
175	Senior Center Facility Maint	175-175-5320-175		(240.00)	240.00	
SENIOR CENTER FUND TOTALS		$0.00		$0.00	$0.00	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
195	Lampo Prof Services	195-114-5260-114		600.00	(600.00)	
195	Lampo Electricity	195-114-6300-114		(600.00)	600.00	
195	Auditorium Prof Services	195-195-5260-195		480.00	(480.00)	
195	Auditorium Facility Maint	195-195-5320-195		(480.00)	480.00	
AUDITORIUM FUND TOTALS		$0.00		$0.00	$0.00	$0.00

Fund Bal.

Fund	Account	Account Number	Revenues	Expenditures	Increase (Decrease)	Transfers In (Out)
300	Transfer fm Fire Dept	300-000-3385-130			719,099.05	719,099.05
300	Transfer fm Streets Dept	300-000-3385-800			54,938.24	54,938.24
300	Capital Imp/Purch Fire Dept	300-300-5790-130		719,099.05	(719,099.05)	
300	Capital Imp/Purch Street Dept	300-300-5790-800		54,938.24	(54,938.24)	
CAPITAL IMPROVEMENT FUND TOTALS			$0.00	$774,037.29	$0.00	$774,037.29

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
310	Hotel Motel Electricity	310-310-6300-310		700.00	(700.00)	
HOTEL/MOTEL FUND TOTALS		$0.00		$700.00	($700.00)	$0.00

Fund	Account	Account Number	Revenues	Expenditures	Fund Bal. Increase (Decrease)	Transfers In (Out)
800	Transfers to Capital Improvement	800-000-3285-000			(54,938.24)	(54,938.24)
800	Streets Contract	800-800-5800-800		90,234.57	(90,234.57)	
STREETS FUND TOTALS			$0.00	$90,234.57	($145,177.81)	($54,938.24)

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

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

APPROVED after final passage this **July 18, 2023.**

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

_____ _____

Clerk **Mayor**

APPROVED:

_____

City Attorney

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Bill No. 2023-157: Surplus of Police Vehicles

ORIGINATING DEPARTMENT: Police Department
ATTACHMENT:
1. Bill No. 2023-157 Surplus PD Vehicles

PURPOSE:
To surplus two police vehicles to use as possible trade in on future new police vehicle purchase.

BACKGROUND:
Surplus of two police vehicles for possible use as a trade-in on future new police vehicles. The vehicles are as follows:
2018 Dodge Charger VIN: 2C3CDXAT8JH210625 Miles: 107,643
2016 Dodge Charger VIN: 2C3CDXAT6GH155794 Miles: 91,657

RECOMMENDATION:
Allow the above-listed police vehicles to be surplused.

BILL NO. 2023-157 **ORDINANCE NO. 428-2023**

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND

WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.

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

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

2018 Dodge Charger VIN: 2C3CDXAT8JH210625 Miles: 107,643
2016 Dodge Charger VIN: 2C3CDXAT6GH155794 Miles: 91,657

Section 2. That the City Manager is hereby authorized to execute the appropriate documents 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 _____.

CITY OF NEOSHO

_____
Richard Davidson, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul, City Attorney

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Timber Ridge HOA

ORIGINATING DEPARTMENT: City Manager
ATTACHMENT:
1. Werneke Road Presentation

PURPOSE:
Members of the Timber Ridge HOA would like to discuss Werneke Road annexation with the Council.

BACKGROUND:
It has been requested from the Timber Ridge HOA to have discussion with council regarding the possibility of Werneke Road adopted by the city for future maintenance needs.

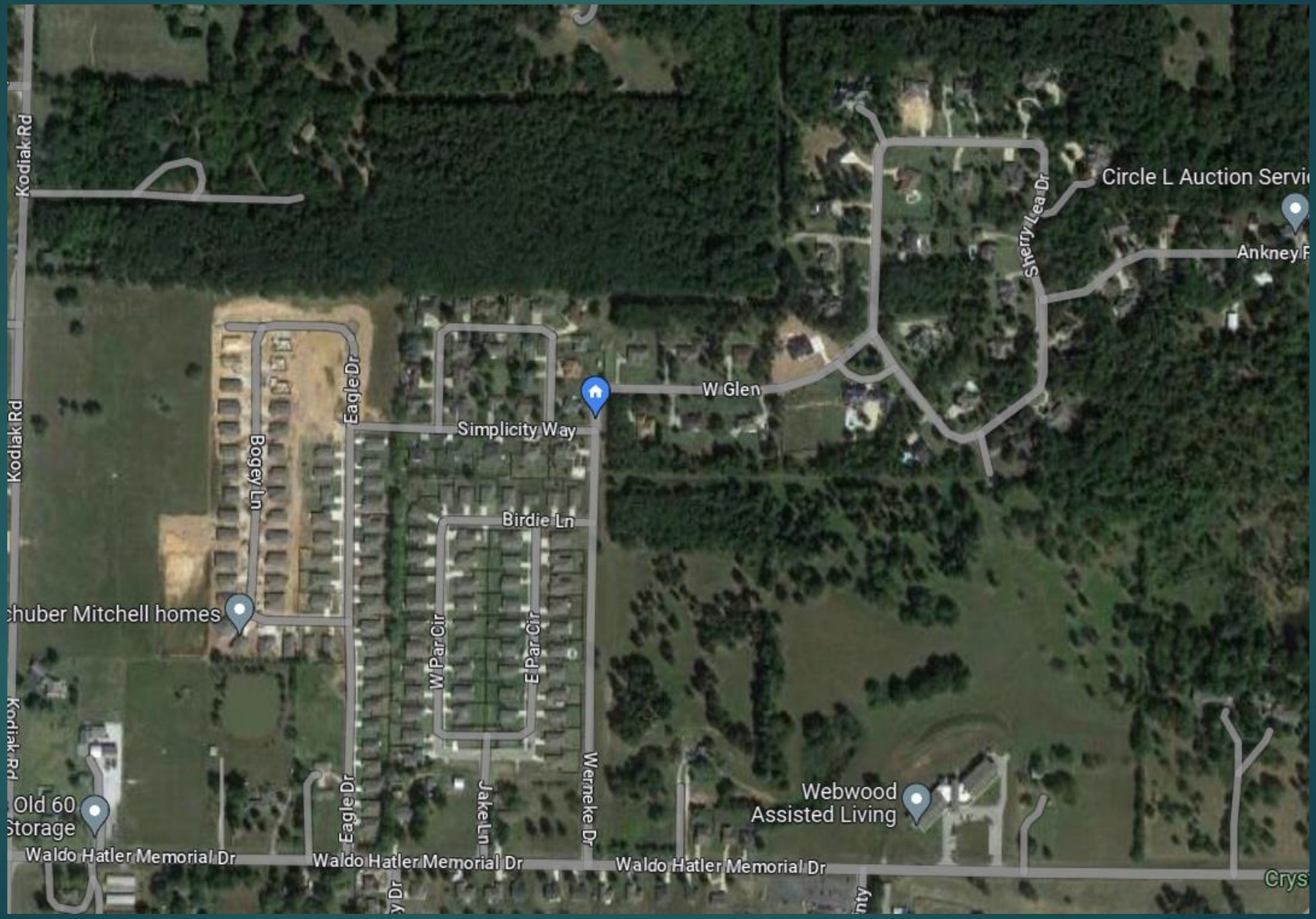
RECOMMENDATION:

Werneke Road Presentation

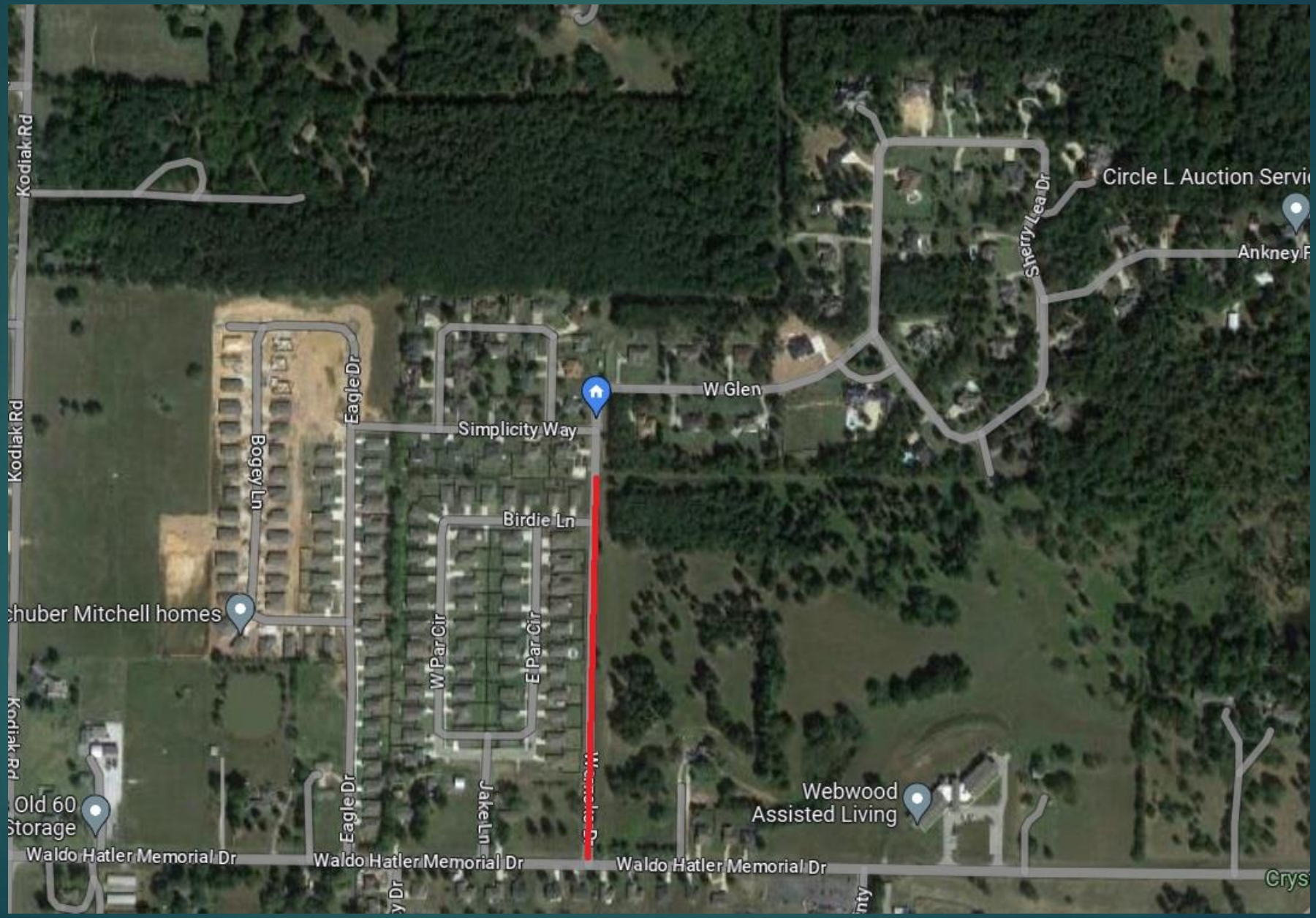
ADAM WESTON

JEFF WERNEKE

Aerial View


Kodiak Rd
Kodiak Rd
Kodiak Rd
Circle L Auction Servi
Sheryl Lea Dr
Ankney F
W Glen
Eagle Dr
Simplicity Way
Bogey Ln
Birdie Ln
W Par Cir
E Par Cir
Werneke Dr
Jake Ln
Eagle Dr
huber Mitchell homes
Old 60
torage
Webwood
Assisted Living
Waldo Hatler Memorial Dr
Waldo Hatler Memorial Dr
Waldo Hatler Memorial Dr

Werneke Road



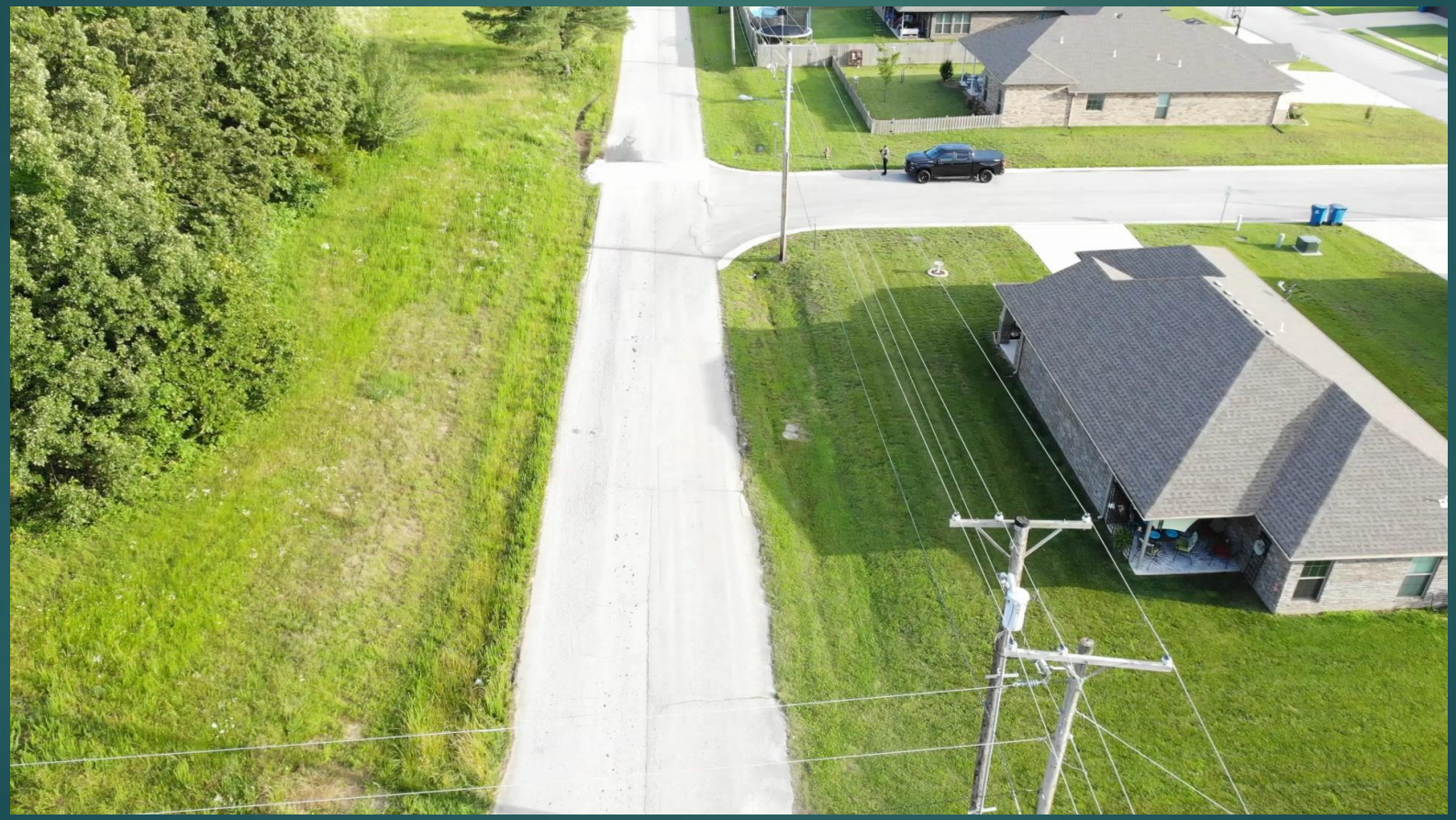
Timber Ridge/Wesshire Subdivisions

Schuber Mitchell #1

Schuber Mitchell #2

Traffic Flow

Werneke Road Video



Key Points

- Werneke Road is currently owned by Glen E. and Sherry L Werneke
- Timber Ridge Homeowners Association desires continued use of Werneke Road
- Road is approximately 30 years old and had been maintained solely by the Wernekes until now, including partial overlays and pothole fills.
- Condition of the road is now "average", some gator cracking and potential localized substrate failure.
- Road has been used by the public since construction.
- Additional residential traffic from Schuber Mitchell developments has greatly accelerated the deterioration of the roadway.
- Glen and Sherry Werneke are seeking relief from maintenance and the potential liability of owning a roadway accessible, and frequently used by, 183 residences with multiple drivers per household.

Options for Roadway future

- Complete closure of Werneke Road and place locked gates. (not preferred)
- Continued repair and maintenance of road with limited electric gate access for those residing in the original Timber Ridge and Wesshire subdivisions.
- Allow road to continue deterioration and post private property signage.
- Deed property to the City of Neosho as/is for continued repair and service to the residents of the four developed areas.
- Solicit private funds to repair roadway to a standard required for the City of Neosho's acceptance and deed property for continued repair and service to the residents of the four developed areas.

Items of Potential Contention

- Complete closure of Werneke Road and place locked gates. (not preferred)
- Continued repair and maintenance of road with limited electric gate access for those residing in the original Timber Ridge and Wesshire subdivisions.
- Allow road to continue deterioration.
- Deed property to the City of Neosho as/is for continued repair and service to the residents of the four developed areas.
- If considering a repair to City of Neosho standards. Some requests by the City may not be economically feasible.
  - Complete overlay
  - Curb and guttering
  - Engineering analysis
  - Widening

What are we requesting?

- City Council consider the proposed options.
- Work toward a beneficial and fair solution to provide continued road access to hundreds of Neosho residents, yet still be responsible stewards of City funds.
- Review by City of Neosho staff and advisory boards (Police, Fire, Public Works, City Planner, City Inspector, Traffic Commission, Planning & Zoning, etc.)
- Response or request for further information within 90 days to allow for repairs to be completed before inclement weather.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 20, 2023
ITEM: Approval to Purchase New Engine

ORIGINATING DEPARTMENT: Fire Department
ATTACHMENT:
1. Engine 7 Invoice

PURPOSE:
To approve the purchase of a new Fire Engine

BACKGROUND:
In December of 2020 the City Council approved the contract between the City of Neosho and Precision Fire Apparatus for a new Fire Engine. That engine has been built and is expected to be delivered no later than July 31st, 2023. I am requesting council's approval to purchase this engine once the delivery inspection is completed and passed.

RECOMMENDATION:
Staff recommends approval of the purchase or the new Engine.

Precision Industries, Inc.
524 South Business Route 5
Camdenton, MO 65020
United States

Voice: 573-346-8387
Fax: 573-346-7015

INVOICE

Invoice Number: 3939
Invoice Date: Jun 14, 2023
Page: 1
Duplicate

Bill To:
Neosho Fire Department 125 North College Neosho, MO 64850 U.S.A.

Ship to:
125 North College Neosho, MO 64850 U.S.A.

Customer ID	Customer PO	Payment Terms	
Neosho Fire Dept.	Signed contract	Upon Delivery	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	UPS Ground		7/31/23

Quantity	Item	Description	Unit Price	Amount
1.00		Extruded Aluminum Top Mount Pumper on a Spartan Metrostar Chassis - VIN 4S9CU2D92NC560202		
1.00		Contract Price	719,345.00	719,345.00
1.00		Change orders	245.95	-245.95
		Thank you very much for your business!		

Subtotal		719,099.05
Sales Tax		
Total Invoice Amount		719,099.05
Payment/Credit Applied		
TOTAL		**719,099.05**

Check/Credit Memo No:

CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
May 31, 2023

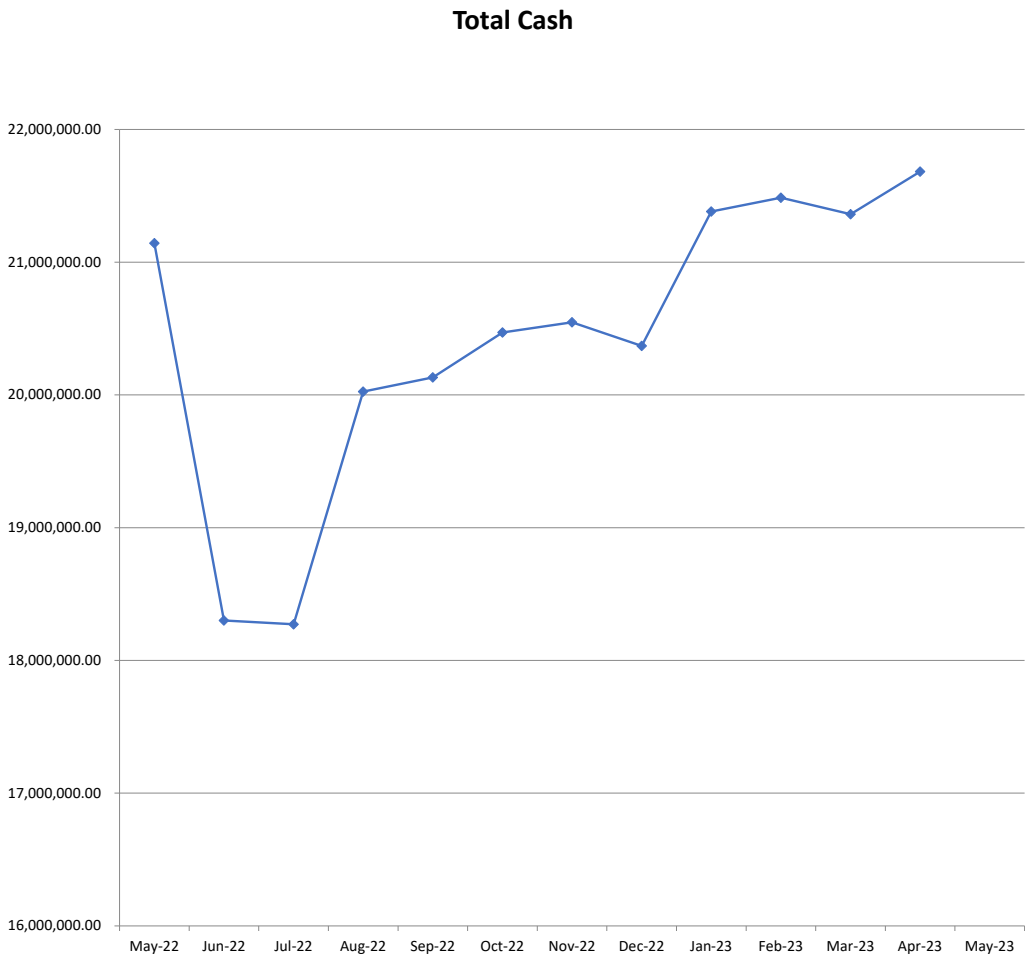
Description of Account		Availability	Account Type at Bank	TOTAL	General Fund	Fire	Drainage	Senior Center	Parks	Auditorium	Economic Development	Streets	Street Bridge	Golf	Water/ Wastewater
General Operations	Commerce	Use as needed - Operating & C	Checking - Interest Bearing	13,148,328.87	4,773,247.20	544,332.22	1,063,604.29	97,094.47	69,655.87	859,335.53	541,594.46	2,139,759.97	723,627.94	441,309.66	1,389,528.06
Public Safety				1,881,860.52	1,881,860.52										
Restricted				2,502,787.26	2,359,001.10			66,660.00						77,126.16	
Reward Donations				-	-										
I.O.O.F. Cemetery				(246,411.63)	(246,411.63)										
Cleaning Deposits				2,362.98	2,362.98										
Water Meter Deposits				66,536.11											66,536.11
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing	6,138.47	6,138.47										
Shop With A Cop				3,846.33											
D.A.R.E Program				-											
Hotel/Motel Tax				337,481.09											
Replacement reserves				1,016,660.00											1,016,660.00
Meter Replacement Reserv				384,937.14											384,937.14
W/WW Replacement Reserves				2,169,502.29											2,169,502.29
Sewer District 17 - Debt & Mtce				-											-
City Held Debt Service Reserves				2,552.02											
FEMA DR				55,601.24											
		Total cash balances	**Total cash on hand**	**21,332,182.69**	**8,776,198.64**	**544,332.22**	**1,063,604.29**	**163,754.47**	**69,655.87**	**859,335.53**	**541,594.46**	**2,139,759.97**	**723,627.94**	**518,435.82**	**5,027,163.60**

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					-	-	333,631.19	73,595.12	-	49,524.20	48,488.69
City Held Debt Service Reserves										2,552.02	
D.A.R.E Program		-									
Shop With A Cop		3,846.33									
Police Grants											
Hotel/Motel Tax				337,481.09							
FEMA DR4250	25,573.84										
FEMA DR4317	30,027.40										
	55,601.24	**3,846.33**	**-**	**337,481.09**	**-**	**-**	**333,631.19**	**73,595.12**	**-**	**52,076.22**	**48,488.69**

Negative Funds	**Negative Funds**	**Negative Funds**	**Negative Funds**	**73,595.12**
Net General Fund	**Net General Fund**	**Net General Fund**	**:t General Fund**	**$ 8,849,793.76**

Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconcilations.

	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Total Cash	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	21,485,536.24	21,361,706.80	21,682,518.99	21,332,182.69
Days Cash on hand	315.33	272.95	272.52	298.67	300.25	305.31	306.45	303.79	318.90	320.44	318.59	323.38	318.15



General Ledger

Budget Status

User: lforest
Printed: 6/15/2023 - 1:51 PM
Period: 8, 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	320,949.11	26,474.00	211,792.00	109,157.11	0.00	109,157.11	34.01
100-000-3305-144	Trns from Public Safety Fund	18,696.00	1,558.00	12,464.00	6,232.00	0.00	6,232.00	33.33
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	1,888.00	943.00	0.00	943.00	33.31
100-000-3316-000	Transfer fm Street >Land	5,660.00	471.67	3,301.69	2,358.31	0.00	2,358.31	41.67
100-000-3355-000	Transfer to Gen Celebrate	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-000-3356-000	Transfer to Gen Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	R90 Sub Totals:	378,136.11	28,739.67	229,445.69	148,690.42	0.00	148,690.42	39.32
	Revenue Sub Totals:	378,136.11	28,739.67	229,445.69	148,690.42	0.00	148,690.42	39.32
E90	TRANSFERS OUT							
100-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3202-000	Transfer to Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000	Transfer to Fire Dept	324,883.00	27,074.00	216,592.00	108,291.00	0.00	108,291.00	33.33
100-000-3205-120	Trns to Police Department	314,170.00	26,474.00	211,792.00	102,378.00	0.00	102,378.00	32.59
100-000-3205-144	Trns to Emergency Mgmt	18,696.00	1,558.00	12,464.00	6,232.00	0.00	6,232.00	33.33
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	861,264.00	431,896.00	0.00	431,896.00	33.40
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	219.98	649.96	14,350.04	0.00	14,350.04	95.67
100-000-3285-112	Trns to Capital Improvement	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
100-000-3285-115	Trns to Capital Impr/Purch	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3285-118	Trns to Capital Improvement	114,000.00	0.00	10,550.20	103,449.80	0.00	103,449.80	90.75
100-000-3285-120	Trns to Capital Improvement	320,831.11	-34,182.50	290,736.62	30,094.49	0.00	30,094.49	9.38

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3285-160	Trns to Capital Improvement	445,290.00	1,150.98	48,496.09	396,793.91	0.00	396,793.91	89.11
100-000-3285-204	Trns to Capital Impr/Purch	130,277.00	1,006.70	69,806.57	60,470.43	0.00	60,470.43	46.42
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	5,627,538.11	131,064.16	1,722,351.44	3,905,186.67	0.00	3,905,186.67	69.39
	Expense Sub Totals:	5,627,538.11	131,064.16	1,722,351.44	3,905,186.67	0.00	3,905,186.67	69.39
	Dept 000 Sub Totals:	5,249,402.00	102,324.49	1,492,905.75	3,756,496.25	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	426,000.00	3,370.14	503,492.71	-77,492.71	0.00	-77,492.71	0.00
100-110-4020-110	Financial Institution Tax	300.00	0.00	81.79	218.21	0.00	218.21	72.74
100-110-4030-110	1-Cent City Sales Tax	3,002,376.88	252,687.93	2,556,535.15	445,841.73	0.00	445,841.73	14.85
100-110-4050-110	Cigarette Tax	54,200.00	3,760.04	31,583.24	22,616.76	0.00	22,616.76	41.73
100-110-4130-110	Franchises	673,000.00	76,282.30	615,028.00	57,972.00	0.00	57,972.00	8.61
	R01 Sub Totals:	4,155,876.88	336,100.41	3,706,720.89	449,155.99	0.00	449,155.99	10.81
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	33,200.00	542.00	19,901.17	13,298.83	0.00	13,298.83	40.06
	R02 Sub Totals:	33,200.00	542.00	19,901.17	13,298.83	0.00	13,298.83	40.06
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	2,570.94	19,754.15	-11,254.15	0.00	-11,254.15	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	64.10	0.00	64.10	0.00	0.00	0.00	0.00
	R06 Sub Totals:	8,564.10	2,570.94	19,818.25	-11,254.15	0.00	-11,254.15	0.00
R07	OTHER INCOME							
100-110-4800-110	General Admin Miscellaneous	0.00	45.21	1,119.27	-1,119.27	0.00	-1,119.27	0.00
	R07 Sub Totals:	0.00	45.21	1,119.27	-1,119.27	0.00	-1,119.27	0.00
	Revenue Sub Totals:	4,197,640.98	339,258.56	3,747,559.58	450,081.40	0.00	450,081.40	10.72
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	238,204.00	19,179.33	161,962.08	76,241.92	0.00	76,241.92	32.01
100-110-5020-110	General Admin Overtime	2,000.00	81.06	1,420.08	579.92	0.00	579.92	29.00
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-110-5170-110	General Admin Social Security	18,720.00	1,365.66	11,917.43	6,802.57	0.00	6,802.57	36.34
100-110-5180-110	General Admin Retirement	12,725.00	1,001.57	8,402.72	4,322.28	0.00	4,322.28	33.97
100-110-5190-110	General Admin Health Insurance	35,423.00	2,555.32	19,664.37	15,758.63	0.00	15,758.63	44.49
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	314.00	2,591.00	0.00	2,591.00	89.19
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	24,182.94	204,430.68	120,765.32	0.00	120,765.32	37.14
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	93,920.00	11,656.98	32,831.22	61,088.78	0.00	61,088.78	65.04
100-110-5290-110	County Collector Fees	17,850.00	134.81	17,480.58	369.42	0.00	369.42	2.07
100-110-5300-110	General Admin Ins. & Bonds	14,337.00	580.00	580.00	13,757.00	0.00	13,757.00	95.95
100-110-5330-110	General Admin Equipment Maint.	1,500.00	152.50	912.63	587.37	0.00	587.37	39.16
100-110-5530-110	General Admin Fuels/Lubricants	500.00	139.80	509.29	-9.29	0.00	-9.29	0.00
100-110-5590-110	General Admin Gen. Supplies	38,172.00	514.67	27,249.62	10,922.38	0.00	10,922.38	28.61
100-110-5700-110	General Admin Comp., Software	1,873.00	0.00	192.26	1,680.74	0.00	1,680.74	89.74
	E20 Sub Totals:	168,152.00	13,178.76	79,755.60	88,396.40	0.00	88,396.40	52.57
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	1,000.00	24.20	383.36	616.64	0.00	616.64	61.66
100-110-5272-110	Investement Acct. Bank Fees	1,200.00	116.52	783.36	416.64	0.00	416.64	34.72
	E25 Sub Totals:	2,200.00	140.72	1,166.72	1,033.28	0.00	1,033.28	46.97
	Expense Sub Totals:	495,548.00	37,502.42	285,353.00	210,195.00	0.00	210,195.00	42.42
	Dept 110 Sub Totals:	-3,702,092.98	-301,756.14	-3,462,206.58	-239,886.40	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	33,218.35	19,083.65	0.00	19,083.65	36.49
100-111-5030-111	Clerk Part Time	2,100.00	185.00	1,175.00	925.00	0.00	925.00	44.05
100-111-5170-111	Clerk Social Security	4,162.00	285.27	2,431.68	1,730.32	0.00	1,730.32	41.57
100-111-5180-111	Clerk Retirement	2,720.00	200.95	1,727.28	992.72	0.00	992.72	36.50
100-111-5190-111	Clerk Health Insurance	6,043.00	541.12	4,327.80	1,715.20	0.00	1,715.20	28.38
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	10,235.00	115.40	3,434.46	6,800.54	0.00	6,800.54	66.44

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	79,945.00	5,192.48	46,314.57	33,630.43	0.00	33,630.43	42.07
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	7,230.00	424.39	4,461.09	2,768.91	0.00	2,768.91	38.30
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	377.00	273.00	0.00	273.00	42.00
100-111-5430-111	Clerk Elections	10,000.00	0.00	2,596.78	7,403.22	0.00	7,403.22	74.03
100-111-5590-111	Clerk General Supplies	920.00	199.98	404.29	515.71	0.00	515.71	56.06
100-111-5700-111	Clerk Comp., Software	18,315.00	0.00	18,041.52	273.48	0.00	273.48	1.49
	E20 Sub Totals:	37,115.00	624.37	25,880.68	11,234.32	0.00	11,234.32	30.27
	Expense Sub Totals:	117,060.00	5,816.85	72,195.25	44,864.75	0.00	44,864.75	38.33
	Dept 111 Sub Totals:	117,060.00	5,816.85	72,187.75	44,872.25	0.00		
Dept 100-113								
R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	1,000.00	-1,000.00	0.00	-1,000.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	640.00	3,470.00	4,530.00	0.00	4,530.00	56.63
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	640.00	4,470.00	5,730.00	0.00	5,730.00	56.18
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	1,500.00	7,275.00	-1,275.00	0.00	-1,275.00	0.00
100-113-4990-756	Fall Festival Sponsorships	6,000.00	1,500.00	6,275.00	-275.00	0.00	-275.00	0.00
	R87 Sub Totals:	12,000.00	3,000.00	13,550.00	-1,550.00	0.00	-1,550.00	0.00
	Revenue Sub Totals:	22,200.00	3,640.00	18,295.00	3,905.00	0.00	3,905.00	17.59
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	23,200.00	0.00	9,975.00	13,225.00	0.00	13,225.00	57.00
100-113-6530-756	Fall Festival Expenses	29,000.00	26.18	2,563.31	26,436.69	0.00	26,436.69	91.16
	E20 Sub Totals:	52,200.00	26.18	12,538.31	39,661.69	0.00	39,661.69	75.98
	Expense Sub Totals:	52,200.00	26.18	12,538.31	39,661.69	0.00	39,661.69	75.98
	Dept 113 Sub Totals:	30,000.00	-3,613.82	-5,756.69	35,756.69	0.00		
Dept 100-115								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	90,400.00	8,191.00	89,144.39	1,255.61	0.00	1,255.61	1.39
100-115-4770-115	Planning & Zoning Fees	3,000.00	0.00	656.00	2,344.00	0.00	2,344.00	78.13
	R02 Sub Totals:	93,400.00	8,191.00	89,800.39	3,599.61	0.00	3,599.61	3.85
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	81,894.00	0.00	10,341.00	71,553.00	0.00	71,553.00	87.37
	R03 Sub Totals:	81,894.00	0.00	10,341.00	71,553.00	0.00	71,553.00	87.37
R06	REVENUE FROM USE OF ASSET							
100-115-4820-115	Sale of Dev. Service Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-115-4800-115	Code Enforcement Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	175,294.00	8,191.00	100,141.39	75,152.61	0.00	75,152.61	42.87
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	133,132.00	10,240.91	86,350.27	46,781.73	0.00	46,781.73	35.14
100-115-5020-115	Bldg/Inspection Overtime	1,000.00	0.00	1,007.62	-7.62	0.00	-7.62	0.00
100-115-5070-115	Availability Allowance	1,080.00	90.00	720.00	360.00	0.00	360.00	33.33
100-115-5170-115	Bldg/Inspection Social Sec.	10,262.00	781.92	6,664.01	3,597.99	0.00	3,597.99	35.06
100-115-5180-115	Bldg/Inspection Retirement	6,975.00	537.20	4,575.33	2,399.67	0.00	2,399.67	34.40
100-115-5190-115	Bldg/Inspection Health Ins.	22,659.00	1,799.82	14,385.94	8,273.06	0.00	8,273.06	36.51
100-115-5210-115	Bldg/Inspection Workers Comp.	5,875.00	0.00	0.00	5,875.00	0.00	5,875.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	3,200.00	0.00	18.00	3,182.00	0.00	3,182.00	99.44
100-115-5380-115	Bldg/Inspection Uniforms	700.00	145.00	364.97	335.03	0.00	335.03	47.86
	E10 Sub Totals:	184,883.00	13,594.85	114,086.14	70,796.86	0.00	70,796.86	38.29
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	144,264.00	11,220.30	20,403.08	123,860.92	61,311.20	62,549.72	43.36
100-115-5270-115	Credit Card Fees	1,000.00	0.00	70.13	929.87	0.00	929.87	92.99
100-115-5300-115	Bldg/Inspection Ins. & Bonds	280.00	0.00	0.00	280.00	0.00	280.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,500.00	0.00	182.08	1,317.92	0.00	1,317.92	87.86
100-115-5530-115	Bldg/Inspection Fuels	3,500.00	159.20	1,121.19	2,378.81	0.00	2,378.81	67.97
100-115-5590-115	Bldg/Inspection Gen. Supplies	7,000.00	580.64	5,324.64	1,675.36	0.00	1,675.36	23.93
100-115-5700-115	Development Computer/Software	2,054.00	414.44	606.76	1,447.24	0.00	1,447.24	70.46
	E20 Sub Totals:	159,598.00	12,374.58	27,707.88	131,890.12	61,311.20	70,578.92	44.22
	Expense Sub Totals:	344,481.00	25,969.43	141,794.02	202,686.98	61,311.20	141,375.78	41.04

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 115 Sub Totals:	169,187.00	17,778.43	41,652.63	127,534.37	61,311.20		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	68,833.00	0.00	58,508.00	10,325.00	0.00	10,325.00	15.00
	R03 Sub Totals:	68,833.00	0.00	58,508.00	10,325.00	0.00	10,325.00	15.00
R06	REVENUE FROM USE OF ASSET							
100-118-4760-118	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-4820-118	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-118-4800-118	Recycle Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-118-4420-118	Recycle Center Sales	25,400.00	4,422.87	19,426.16	5,973.84	0.00	5,973.84	23.52
	R08 Sub Totals:	25,400.00	4,422.87	19,426.16	5,973.84	0.00	5,973.84	23.52
	Revenue Sub Totals:	94,233.00	4,422.87	77,934.16	16,298.84	0.00	16,298.84	17.30
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	87,477.00	6,775.24	56,225.50	31,251.50	0.00	31,251.50	35.73
100-118-5020-118	Recycle Center Overtime	1,000.00	0.00	56.40	943.60	0.00	943.60	94.36
100-118-5030-118	Recycle Center Part Time	602.00	0.00	602.10	-0.10	0.00	-0.10	0.00
100-118-5170-118	Recycle Center Social Sec.	6,815.00	517.87	4,348.12	2,466.88	0.00	2,466.88	36.20
100-118-5180-118	Recycle Center Retirement	4,633.00	352.30	2,296.56	2,336.44	0.00	2,336.44	50.43
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,799.82	12,598.64	10,060.36	0.00	10,060.36	44.40
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	0.00	1,205.25	394.75	0.00	394.75	24.67
	E10 Sub Totals:	128,688.00	9,445.23	77,350.57	51,337.43	0.00	51,337.43	39.89
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	67.50	531.38	752.62	0.00	752.62	58.62
100-118-5265-118	Shipping/Disposal	5,000.00	595.00	2,533.76	2,466.24	0.00	2,466.24	49.32
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	658.62	341.38	1,892.50	-1,551.12	0.00
100-118-5330-118	Recycle Center Equipment Maint	2,000.00	0.00	704.13	1,295.87	0.00	1,295.87	64.79
100-118-5530-118	Recycle Center Fuels	1,800.00	93.07	527.50	1,272.50	0.00	1,272.50	70.69
100-118-5590-118	Recycle Center Gen. Supplies	1,500.00	64.06	296.74	1,203.26	0.00	1,203.26	80.22
100-118-5700-118	Recycle Comp., Software	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-118-6300-118	Recycle Center Electricity	1,784.00	189.24	1,274.28	509.72	0.00	509.72	28.57
100-118-6310-118	Recycle Center Heating Fuels	1,125.00	48.75	1,841.05	-716.05	0.00	-716.05	0.00
100-118-6350-118	Recycle Center Phones	4,908.00	467.45	3,280.40	1,627.60	0.00	1,627.60	33.16
	E20 Sub Totals:	23,898.00	1,525.07	11,647.86	12,250.14	1,892.50	10,357.64	43.34
	Expense Sub Totals:	152,586.00	10,970.30	88,998.43	63,587.57	1,892.50	61,695.07	40.43
	Dept 118 Sub Totals:	58,353.00	6,547.43	11,064.27	47,288.73	1,892.50		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	85,000.00	1,875.26	88,251.77	-3,251.77	0.00	-3,251.77	0.00
	R01 Sub Totals:	85,000.00	1,875.26	88,251.77	-3,251.77	0.00	-3,251.77	0.00
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	20.00	140.00	360.00	0.00	360.00	72.00
	R02 Sub Totals:	500.00	20.00	140.00	360.00	0.00	360.00	72.00
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	6,961.92	76,729.06	32,851.94	0.00	32,851.94	29.98
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	6,961.92	76,729.06	32,851.94	0.00	32,851.94	29.98
R04	CHARGES FOR SERVICES							
100-120-4840-120	Security Detail Reimburse	4,000.00	400.00	662.50	3,337.50	0.00	3,337.50	83.44
	R04 Sub Totals:	4,000.00	400.00	662.50	3,337.50	0.00	3,337.50	83.44
R05	FINES AND FORFEITURES							
100-120-4600-120	Court Fines	250,000.00	35,989.97	196,283.31	53,716.69	0.00	53,716.69	21.49
100-120-4610-120	Police Training Fees	2,000.00	343.00	2,719.50	-719.50	0.00	-719.50	0.00
100-120-4620-120	C. Victim's Compensation	400.00	63.21	504.93	-104.93	0.00	-104.93	0.00
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	6,000.00	382.00	3,223.75	2,776.25	0.00	2,776.25	46.27
	R05 Sub Totals:	258,400.00	36,778.18	202,731.49	55,668.51	0.00	55,668.51	21.54
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	36,371.50	-34,182.50	2,189.00	34,182.50	0.00	34,182.50	93.98
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:	36,371.50	-34,182.50	2,189.00	34,182.50	0.00	34,182.50	93.98
R07	OTHER INCOME							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	489.16	3,015.65	-855.65	0.00	-855.65	0.00
	R07 Sub Totals:	2,160.00	489.16	3,015.65	-855.65	0.00	-855.65	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:	496,012.50	12,342.02	373,719.47	122,293.03	0.00	122,293.03	24.66
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,340,924.00	94,511.09	807,262.69	533,661.31	0.00	533,661.31	39.80
100-120-5020-120	Police Dept Overtime	93,000.00	1,553.87	54,916.65	38,083.35	0.00	38,083.35	40.95
100-120-5030-120	Police Dept Part Time	10,224.00	416.00	4,459.75	5,764.25	0.00	5,764.25	56.38
100-120-5070-120	Availability Allowance	3,600.00	195.00	1,935.00	1,665.00	0.00	1,665.00	46.25
100-120-5170-120	Police Dept Social Security	110,478.00	6,976.55	63,432.23	47,045.77	0.00	47,045.77	42.58
100-120-5180-120	Police Dept Retirement	110,413.00	6,704.87	57,534.56	52,878.44	0.00	52,878.44	47.89
100-120-5190-120	Police Dept Health Insurance	219,028.00	15,737.60	125,434.67	93,593.33	0.00	93,593.33	42.73
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	512.50	6,662.23	13,637.77	0.00	13,637.77	67.18
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	48.96	8,907.40	10,092.60	0.00	10,092.60	53.12
	E10 Sub Totals:	2,007,221.00	126,656.44	1,141,135.74	866,085.26	0.00	866,085.26	43.15
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	47,591.00	4,155.16	33,044.34	14,546.66	0.00	14,546.66	30.57
100-120-5300-120	Police Dept Insurance & Bonds	10,426.00	92.00	92.00	10,334.00	0.00	10,334.00	99.12
100-120-5320-120	Police Dept Facility Maint.	7,000.00	0.00	1,123.17	5,876.83	0.00	5,876.83	83.95
100-120-5330-120	Police Dept Equipment Maint	30,000.00	4,544.36	19,628.58	10,371.42	0.00	10,371.42	34.57
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	2,115.00	19,710.00	20,290.00	0.00	20,290.00	50.73
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	4,934.62	33,019.91	36,980.09	0.00	36,980.09	52.83
100-120-5540-120	Police Dept Chemicals	250.00	0.00	235.75	14.25	0.00	14.25	5.70
100-120-5590-120	Police Dept General Supplies	11,000.00	471.46	4,280.24	6,719.76	0.00	6,719.76	61.09
100-120-5590-122	ACO General Supplies	15,000.00	467.90	3,370.26	11,629.74	0.00	11,629.74	77.53
100-120-5700-120	Police Dept Comp., Software	13,315.00	0.00	2,145.70	11,169.30	0.00	11,169.30	83.89
100-120-6300-120	Police Dept Electricity	12,497.00	644.64	8,150.76	4,346.24	0.00	4,346.24	34.78
100-120-6350-120	Police Dept Phones	14,400.00	1,699.14	9,622.56	4,777.44	0.00	4,777.44	33.18
100-120-6390-120	Police Dept Minor Equipment	12,065.00	0.00	11,259.09	805.91	0.00	805.91	6.68
	E20 Sub Totals:	285,544.00	19,124.28	145,682.36	139,861.64	0.00	139,861.64	48.98
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	145,780.72	1,341,935.38	1,006,282.62	0.00	1,006,282.62	42.85
	Dept 120 Sub Totals:	1,852,205.50	133,438.70	968,215.91	883,989.59	0.00		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	1,884.33	15,034.93	965.07	0.00	965.07	6.03
100-125-4611-125	Court Clerk Training Fees	1,200.00	172.91	1,356.63	-156.63	0.00	-156.63	0.00
	R05 Sub Totals:	17,200.00	2,057.24	16,391.56	808.44	0.00	808.44	4.70
	Revenue Sub Totals:	17,200.00	2,057.24	16,391.56	808.44	0.00	808.44	4.70
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	101,556.00	7,801.50	65,987.27	35,568.73	0.00	35,568.73	35.02
100-125-5020-125	Municipal Court Overtime	1,800.00	10.50	154.50	1,645.50	0.00	1,645.50	91.42
100-125-5170-125	Municipal Court Social Secur.	7,907.00	491.30	4,209.35	3,697.65	0.00	3,697.65	46.76
100-125-5180-125	Municipal Court Retirement	5,375.00	406.24	3,439.48	1,935.52	0.00	1,935.52	36.01
100-125-5190-125	Municipal Court Health Ins.	22,659.00	2,003.70	15,588.28	7,070.72	0.00	7,070.72	31.20
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	2,229.40	-9.40	0.00	-9.40	0.00
	E10 Sub Totals:	146,044.00	10,713.24	91,608.28	54,435.72	0.00	54,435.72	37.27
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	3,000.00	285.00	3,010.20	-10.20	0.00	-10.20	0.00
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	342.00	2,381.00	1,219.00	0.00	1,219.00	33.86
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	1,110.47	1,489.53	0.00	1,489.53	57.29
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	0.00	262.31	1,191.69	0.00	1,191.69	81.96
100-125-6350-125	Municipal Court Phones	1,200.00	100.00	800.00	400.00	0.00	400.00	33.33
	E20 Sub Totals:	13,854.00	727.00	7,563.98	6,290.02	0.00	6,290.02	45.40
	Expense Sub Totals:	159,898.00	11,440.24	99,172.26	60,725.74	0.00	60,725.74	37.98
	Dept 125 Sub Totals:	142,698.00	9,383.00	82,780.70	59,917.30	0.00		
Dept 100-141								
R06	REVENUE FROM USE OF ASSET							
100-141-4820-141	Sale of IT Property	115.39	0.00	115.39	0.00	0.00	0.00	0.00
	R06 Sub Totals:	115.39	0.00	115.39	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	115.39	0.00	115.39	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-141-5010-141	IT Salaries	31,800.00	2,423.14	20,617.79	11,182.21	0.00	11,182.21	35.16
100-141-5020-141	IT Overtime	200.00	22.93	141.41	58.59	0.00	58.59	29.30
100-141-5070-141	Availability Allowance	360.00	30.00	240.00	120.00	0.00	120.00	33.33
100-141-5170-141	IT Social Security	2,448.00	185.94	1,580.15	867.85	0.00	867.85	35.45
100-141-5180-141	IT Retirement	1,664.00	128.76	1,093.01	570.99	0.00	570.99	34.31
100-141-5190-141	IT Health Insurance	7,553.00	599.94	4,799.48	2,753.52	0.00	2,753.52	36.46
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	1,196.25	0.00	18.00	1,178.25	0.00	1,178.25	98.50
	E10 Sub Totals:	46,623.25	3,390.71	28,489.84	18,133.41	0.00	18,133.41	38.89
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	48,713.75	530.50	19,122.55	29,591.20	0.00	29,591.20	60.75
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	282.14	697.86	0.00	697.86	71.21
	E20 Sub Totals:	49,953.75	530.50	19,404.69	30,549.06	0.00	30,549.06	61.15
	Expense Sub Totals:	96,577.00	3,921.21	47,894.53	48,682.47	0.00	48,682.47	50.41
	Dept 141 Sub Totals:	96,461.61	3,921.21	47,779.14	48,682.47	0.00		
Dept 100-143								
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	3,000.00	0.00	1,928.55	1,071.45	0.00	1,071.45	35.72
100-143-5590-143	Fleet Maint. General Supplies	2,000.00	0.00	754.52	1,245.48	0.00	1,245.48	62.27
100-143-6390-143	Fleet Mtce Minor Equipment	3,000.00	13.58	610.47	2,389.53	0.00	2,389.53	79.65
	E20 Sub Totals:	8,000.00	13.58	3,293.54	4,706.46	0.00	4,706.46	58.83
	Expense Sub Totals:	8,000.00	13.58	3,293.54	4,706.46	0.00	4,706.46	58.83
	Dept 143 Sub Totals:	8,000.00	13.58	3,293.54	4,706.46	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	257.31	1,798.01	1,273.99	0.00	1,273.99	41.47
	E20 Sub Totals:	18,696.00	257.31	14,074.01	4,621.99	0.00	4,621.99	24.72

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	18,696.00	257.31	14,074.01	4,621.99	0.00	4,621.99	24.72
	Dept 144 Sub Totals:	18,696.00	257.31	14,074.01	4,621.99	0.00		
Dept 100-145								
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	57,639.00	4,433.75	37,388.95	20,250.05	0.00	20,250.05	35.13
100-145-5170-145	Human Resources Social Secur.	4,410.00	301.84	2,561.52	1,848.48	0.00	1,848.48	41.92
100-145-5180-145	Human Resources Retirement	2,998.00	230.56	1,944.27	1,053.73	0.00	1,053.73	35.15
100-145-5190-145	Human Resources Health Ins.	7,553.00	676.40	5,193.10	2,359.90	0.00	2,359.90	31.24
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	1,799.00	2,799.40	3,550.60	0.00	3,550.60	55.91
	E10 Sub Totals:	81,475.00	7,441.55	49,887.24	31,587.76	0.00	31,587.76	38.77
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,735.00	72.00	2,163.30	1,571.70	0.00	1,571.70	42.08
100-145-5590-145	Human Resources GenSupplies	5,400.00	82.50	959.48	4,440.52	0.00	4,440.52	82.23
100-145-5700-145	HR Computer/Software	2,000.00	0.00	368.01	1,631.99	0.00	1,631.99	81.60
	E20 Sub Totals:	11,135.00	154.50	3,490.79	7,644.21	0.00	7,644.21	68.65
	Expense Sub Totals:	92,610.00	7,596.05	53,378.03	39,231.97	0.00	39,231.97	42.36
	Dept 145 Sub Totals:	92,610.00	7,596.05	53,378.03	39,231.97	0.00		
Dept 100-160								
R03	INTER-GOVERNMENTAL							
100-160-4200-160	Grant Revenue	120,000.00	1,919.00	96,999.00	23,001.00	0.00	23,001.00	19.17
100-160-4201-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	120,000.00	1,919.00	96,999.00	23,001.00	0.00	23,001.00	19.17
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	0.00	14,471.54	7,528.46	0.00	7,528.46	34.22
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	5,658.38	4,041.62	0.00	4,041.62	41.67
100-160-4500-160	Airport Hangar Rentals	60,120.00	2,475.00	38,584.00	21,536.00	0.00	21,536.00	35.82
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	3,283.34	56,713.92	65,106.08	0.00	65,106.08	53.44
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	15.32	-15.32	0.00	-15.32	0.00
	R07 Sub Totals:	0.00	0.00	15.32	-15.32	0.00	-15.32	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	70,000.00	2,328.85	31,860.72	38,139.28	0.00	38,139.28	54.48

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	12,691.28	57,157.83	27,842.17	0.00	27,842.17	32.76
100-160-4560-160	Sale of Pilot Supplies	500.00	82.30	474.04	25.96	0.00	25.96	5.19
	R08 Sub Totals:	155,500.00	15,102.43	89,492.59	66,007.41	0.00	66,007.41	42.45
	Revenue Sub Totals:	397,320.00	20,304.77	243,220.83	154,099.17	0.00	154,099.17	38.78
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	38,614.00	2,970.24	25,527.20	13,086.80	0.00	13,086.80	33.89
100-160-5020-160	Airport Overtime	900.00	0.00	69.61	830.39	0.00	830.39	92.27
100-160-5030-160	Airport Part Time	28,704.00	1,701.00	14,412.69	14,291.31	0.00	14,291.31	49.79
100-160-5070-160	Availability Allowance	360.00	30.00	240.00	120.00	0.00	120.00	33.33
100-160-5170-160	Airport Social Security	5,219.00	359.64	3,079.16	2,139.84	0.00	2,139.84	41.00
100-160-5180-160	Airport Retirement	2,055.00	156.02	1,323.93	731.07	0.00	731.07	35.58
100-160-5190-160	Airport Health Insurance	7,553.00	599.94	4,799.48	2,753.52	0.00	2,753.52	36.46
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	36.00	464.00	0.00	464.00	92.80
100-160-5380-160	Airport Uniforms	788.00	79.98	79.98	708.02	0.00	708.02	89.85
	E10 Sub Totals:	87,681.00	5,896.82	49,568.05	38,112.95	0.00	38,112.95	43.47
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	9,575.00	1,302.72	5,845.59	3,729.41	0.00	3,729.41	38.95
100-160-5300-160	Airport Insurance & Bonds	16,923.00	0.00	200.00	16,723.00	0.00	16,723.00	98.82
100-160-5320-160	Airport Facility Maintenance	15,000.00	320.37	2,083.05	12,916.95	13,337.00	-420.05	0.00
100-160-5330-160	Airport Equipment Maintenance	4,200.00	404.74	2,898.82	1,301.18	0.00	1,301.18	30.98
100-160-5460-160	Cost of Av Gas Sold	71,000.00	11,359.10	58,441.28	12,558.72	0.00	12,558.72	17.69
100-160-5470-160	Cost of Jet Fuel Sold	58,000.00	2,078.51	30,997.97	27,002.03	0.00	27,002.03	46.56
100-160-5480-160	Cost of Pilot Supplies	700.00	19.93	318.04	381.96	0.00	381.96	54.57
100-160-5530-160	Airport Fuels/Lubricants	2,000.00	216.59	932.22	1,067.78	0.00	1,067.78	53.39
100-160-5590-160	Airport General Supplies	4,000.00	177.54	954.71	3,045.29	0.00	3,045.29	76.13
100-160-5700-160	Airport Computer/Software	615.00	0.00	192.32	422.68	0.00	422.68	68.73
100-160-6300-160	Airport Electricity	12,686.00	1,231.77	9,741.32	2,944.68	0.00	2,944.68	23.21
100-160-6350-160	Airport Phones	5,280.00	524.93	3,510.71	1,769.29	0.00	1,769.29	33.51
	E20 Sub Totals:	199,979.00	17,636.20	116,116.03	83,862.97	13,337.00	70,525.97	35.27
	Expense Sub Totals:	287,660.00	23,533.02	165,684.08	121,975.92	13,337.00	108,638.92	37.77
	Dept 160 Sub Totals:	-109,660.00	3,228.25	-77,536.75	-32,123.25	13,337.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,376,668.00	117,587.34	1,099,087.08	277,580.92	0.00	277,580.92	20.16
	R01 Sub Totals:	1,376,668.00	117,587.34	1,099,087.08	277,580.92	0.00	277,580.92	20.16

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	569.57	3,761.60	-3,261.60	0.00	-3,261.60	0.00
	R06 Sub Totals:	500.00	569.57	3,761.60	-3,261.60	0.00	-3,261.60	0.00
	Revenue Sub Totals:	1,377,168.00	118,156.91	1,102,848.68	274,319.32	0.00	274,319.32	19.92
	Dept 199 Sub Totals:	-1,377,168.00	-118,156.91	-1,102,848.68	-274,319.32	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	1,300.00	7,150.00	12,850.00	0.00	12,850.00	64.25
100-204-4524-204	Burial Fees	28,000.00	2,350.00	12,900.00	15,100.00	0.00	15,100.00	53.93
	R04 Sub Totals:	48,000.00	3,650.00	20,050.00	27,950.00	0.00	27,950.00	58.23
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	0.00	293.00	-293.00	0.00	-293.00	0.00
	R07 Sub Totals:	0.00	0.00	293.00	-293.00	0.00	-293.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	2,903.00	3,003.00	497.00	0.00	497.00	14.20
	R87 Sub Totals:	3,500.00	2,903.00	3,003.00	497.00	0.00	497.00	14.20
	Revenue Sub Totals:	51,500.00	6,553.00	23,346.00	28,154.00	0.00	28,154.00	54.67
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,500.00	966.18	7,729.45	2,770.55	0.00	2,770.55	26.39
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	67.75	545.19	258.81	0.00	258.81	32.19
100-204-5180-204	IOOF Retirement	546.00	50.25	401.94	144.06	0.00	144.06	26.38
100-204-5190-204	IOOF HEalth Insurance	1,511.00	135.28	1,006.90	504.10	0.00	504.10	33.36
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	1,219.46	9,683.48	4,137.52	0.00	4,137.52	29.94
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	88,500.00	7,304.00	58,545.45	29,954.55	0.00	29,954.55	33.85
100-204-5262-204	I.O.O.F. Burial Costs	20,000.00	280.00	7,770.00	12,230.00	0.00	12,230.00	61.15
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	1,072.00	9,128.00	0.00	9,128.00	89.49
100-204-5330-204	Cemetery Equipment Maintenance	500.00	1,080.62	1,189.19	-689.19	0.00	-689.19	0.00
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	42.08	293.61	249.39	0.00	249.39	45.93
	E20 Sub Totals:	126,573.00	8,706.70	68,870.25	57,702.75	0.00	57,702.75	45.59
	Expense Sub Totals:	140,394.00	9,926.16	78,553.73	61,840.27	0.00	61,840.27	44.05
	Dept 204 Sub Totals:	88,894.00	3,373.16	55,207.73	33,686.27	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	0.00	3,486.00	4,514.00	0.00	4,514.00	56.43
	E10 Sub Totals:	8,000.00	0.00	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	97.35	411.74	3,588.26	0.00	3,588.26	89.71
100-999-6300-112	City Hall Electricity	16,121.00	987.10	7,957.39	8,163.61	0.00	8,163.61	50.64
100-999-6310-112	City Hall Heating Fuels	3,197.00	310.22	3,711.06	-514.06	0.00	-514.06	0.00
100-999-6350-112	City Hall Phones	22,200.00	2,394.60	14,635.00	7,565.00	0.00	7,565.00	34.08
	E20 Sub Totals:	45,518.00	3,789.27	26,715.19	18,802.81	0.00	18,802.81	41.31
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	290,000.00	0.00	43,243.40	246,756.60	0.00	246,756.60	85.09
	E30 Sub Totals:	290,000.00	0.00	43,243.40	246,756.60	0.00	246,756.60	85.09
	Expense Sub Totals:	343,518.00	3,789.27	73,444.59	270,073.41	0.00	270,073.41	78.62
	Dept 999 Sub Totals:	343,518.00	3,789.27	73,444.59	270,073.41	0.00		
	Fund Revenue Sub Totals:	7,206,819.98	543,666.04	5,933,025.25	1,273,794.73	0.00	1,273,794.73	17.67
	Fund Expense Sub Totals:	10,284,984.11	417,606.90	4,200,660.60	6,084,323.51	76,540.70	6,007,782.81	58.41
	Fund 100 Sub Totals:	3,078,164.13	-126,059.14	-1,732,364.65	4,810,528.78	76,540.70		
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
120-000-3326-000	Trasnfer from Dare	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
	R90 Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Revenue Sub Totals:	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
	Dept 000 Sub Totals:	-4,200.00	0.00	0.00	-4,200.00	0.00		
Dept 120-128	DWI Grant							
R03	INTER-GOVERNMENTAL							
120-128-4240-120	DWI Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
120-128-5020-120	DWI Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
120-128-5590-120	DWI Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-129	HMV Grant							
R03	INTER-GOVERNMENTAL							
120-129-4230-120	HMV Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
120-129-5020-120	HMV Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-129-5360-120	HMV Grant Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
120-129-5590-120	HMV Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-131	DOJ Grant							
R03	INTER-GOVERNMENTAL							
120-131-4220-120	Justice Dept Vest Grant	4,200.00	4,200.00	4,200.00	0.00	0.00	0.00	0.00
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	4,200.00	4,200.00	10,000.00	0.00	10,000.00	70.42
	Revenue Sub Totals:	14,200.00	4,200.00	4,200.00	10,000.00	0.00	10,000.00	70.42
E10	PERSONNEL							
120-131-5380-120	Police Dept Uniforms-Vests	8,400.00	0.00	8,400.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	8,400.00	0.00	8,400.00	0.00	0.00	0.00	0.00
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	8,400.00	10,000.00	0.00	10,000.00	54.35
	Dept 131 Sub Totals:	4,200.00	-4,200.00	4,200.00	0.00	0.00		
	Fund Revenue Sub Totals:	18,400.00	4,200.00	4,200.00	14,200.00	0.00	14,200.00	77.17
	Fund Expense Sub Totals:	18,400.00	0.00	8,400.00	10,000.00	0.00	10,000.00	54.35
	Fund 120 Sub Totals:	0.00	-4,200.00	4,200.00	-4,200.00	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	1.16	13.11	-3.11	0.00	-3.11	0.00
	R06 Sub Totals:	10.00	1.16	13.11	-3.11	0.00	-3.11	0.00
R87	DONATIONS							
124-124-4830-124	Shop With A Cop	15,500.00	0.00	17,458.70	-1,958.70	0.00	-1,958.70	0.00
	R87 Sub Totals:	15,500.00	0.00	17,458.70	-1,958.70	0.00	-1,958.70	0.00
	Revenue Sub Totals:	15,510.00	1.16	17,471.81	-1,961.81	0.00	-1,961.81	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	0.00	15,089.49	410.51	0.00	410.51	2.65
	E20 Sub Totals:	15,500.00	0.00	15,089.49	410.51	0.00	410.51	2.65
	Expense Sub Totals:	15,500.00	0.00	15,089.49	410.51	0.00	410.51	2.65
	Dept 124 Sub Totals:	-10.00	-1.16	-2,382.32	2,372.32	0.00		
	Fund Revenue Sub Totals:	15,510.00	1.16	17,471.81	-1,961.81	0.00	-1,961.81	0.00
	Fund Expense Sub Totals:	15,500.00	0.00	15,089.49	410.51	0.00	410.51	2.65
	Fund 124 Sub Totals:	-10.00	-1.16	-2,382.32	2,372.32	0.00		
Fund 126	D.A.R.E Program							
Dept 126-000								
E90	TRANSFERS OUT							
126-000-3205-120	Trasnfer to Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 130	Fire Sales Tax							
Dept 130-000	Non-Departmental							
R90	TRANSFERS IN							
130-000-3305-000	Transfer fm Public Safety Fund	331,662.11	27,074.00	216,592.00	115,070.11	0.00	115,070.11	34.69
130-000-3330-000	Transfer fm General	1,289,791.00	107,763.00	861,264.00	428,527.00	0.00	428,527.00	33.22
	R90 Sub Totals:	1,621,453.11	134,837.00	1,077,856.00	543,597.11	0.00	543,597.11	33.53
	Revenue Sub Totals:	1,621,453.11	134,837.00	1,077,856.00	543,597.11	0.00	543,597.11	33.53
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	362,676.11	0.00	265,270.28	97,405.83	0.00	97,405.83	26.86
	E90 Sub Totals:	362,676.11	0.00	265,270.28	97,405.83	0.00	97,405.83	26.86
	Expense Sub Totals:	362,676.11	0.00	265,270.28	97,405.83	0.00	97,405.83	26.86
	Dept 000 Sub Totals:	-1,258,777.00	-134,837.00	-812,585.72	-446,191.28	0.00		
Dept 130-130								
R01	TAXES							
130-130-4030-130	Fire Department Sales Tax	659,037.00	58,885.62	550,720.81	108,316.19	0.00	108,316.19	16.44
	R01 Sub Totals:	659,037.00	58,885.62	550,720.81	108,316.19	0.00	108,316.19	16.44
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	300.00	30.00	170.00	130.00	0.00	130.00	43.33
	R02 Sub Totals:	300.00	30.00	170.00	130.00	0.00	130.00	43.33
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	125,863.20	0.80	0.00	0.80	0.00
	R03 Sub Totals:	145,864.00	0.00	125,863.20	20,000.80	0.00	20,000.80	13.71
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	0.00	238.22	-238.22	0.00	-238.22	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	591.05	0.00	591.05	0.00	0.00	0.00	0.00
	R06 Sub Totals:	591.05	0.00	829.27	-238.22	0.00	-238.22	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	60.00	120.00	-120.00	0.00	-120.00	0.00
	R07 Sub Totals:	0.00	60.00	120.00	-120.00	0.00	-120.00	0.00
R87	DONATIONS							
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	40.00	-40.00	0.00	-40.00	0.00
	R87 Sub Totals:	0.00	0.00	40.00	-40.00	0.00	-40.00	0.00
	Revenue Sub Totals:	805,792.05	58,975.62	677,743.28	128,048.77	0.00	128,048.77	15.89
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,195,508.50	90,077.19	754,526.02	440,982.48	0.00	440,982.48	36.89
130-130-5020-130	Fire Dept Overtime	125,000.00	6,464.72	114,821.97	10,178.03	0.00	10,178.03	8.14
130-130-5030-130	Fire Dept Part Time	3,500.00	0.00	317.70	3,182.30	0.00	3,182.30	90.92
130-130-5070-130	Availability Allowance	1,440.00	270.00	990.00	450.00	0.00	450.00	31.25
130-130-5170-130	Fire Dept Social Security	101,402.00	7,103.22	64,135.93	37,266.07	0.00	37,266.07	36.75
130-130-5180-130	Fire Dept Retirement	124,316.00	8,339.70	76,983.26	47,332.74	0.00	47,332.74	38.07
130-130-5190-130	Fire Dept Health Insurance	203,923.00	15,981.43	129,920.15	74,002.85	0.00	74,002.85	36.29
130-130-5210-130	Fire Dept Workers Compensation	58,058.00	0.00	0.00	58,058.00	0.00	58,058.00	100.00
130-130-5230-130	Physicals	0.00	0.00	145.80	-145.80	0.00	-145.80	0.00
130-130-5360-130	Fire Dept Member/Train/Trvl	4,716.00	248.16	2,783.36	1,932.64	0.00	1,932.64	40.98
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:	1,820,263.50	128,484.42	1,144,624.19	675,639.31	0.00	675,639.31	37.12
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	39,548.00	1,112.50	23,258.97	16,289.03	0.00	16,289.03	41.19
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	9,708.25	10,302.68	1,543.32	1,360.10	183.22	1.55
130-130-5330-130	Fire Dept Equipment Maint.	30,100.00	813.26	27,108.03	2,991.97	0.00	2,991.97	9.94
130-130-5530-130	Fire Dept Fuels/Lubricants	15,000.00	1,413.96	11,938.12	3,061.88	0.00	3,061.88	20.41
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	1,467.33	6,979.91	1,820.09	0.00	1,820.09	20.68
130-130-5700-130	Fire Dept Comp., Software	11,520.00	-120.00	564.86	10,955.14	0.00	10,955.14	95.10
130-130-6300-130	Fire Dept Electricity	14,695.00	918.56	7,121.68	7,573.32	0.00	7,573.32	51.54
130-130-6310-130	Fire Dept Heating Fuels	8,000.00	184.25	7,252.35	747.65	0.00	747.65	9.35
130-130-6350-130	Fire Dept Phones	18,000.00	2,631.34	12,928.32	5,071.68	0.00	5,071.68	28.18
130-130-6390-130	Fire Dept. Minor Equipment	20,902.00	289.99	10,218.82	10,683.18	0.00	10,683.18	51.11
	E20 Sub Totals:	212,350.00	18,419.44	117,673.74	94,676.26	1,360.10	93,316.16	43.94

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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:	2,080,508.50	146,903.86	1,309,902.49	770,606.01	1,360.10	769,245.91	36.97
	Dept 130 Sub Totals:	1,274,716.45	87,928.24	632,159.21	642,557.24	1,360.10		
	Fund Revenue Sub Totals:	2,427,245.16	193,812.62	1,755,599.28	671,645.88	0.00	671,645.88	27.67
	Fund Expense Sub Totals:	2,443,184.61	146,903.86	1,575,172.77	868,011.84	1,360.10	866,651.74	35.47
	Fund 130 Sub Totals:	15,939.45	-46,908.76	-180,426.51	196,365.96	1,360.10		
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
170-000-3243-000	Transfer to Parks Capital Imp	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	186,390.75	8,794,723.25	0.00	8,794,723.25	97.92
	E90 Sub Totals:	8,981,114.00	0.00	186,390.75	8,794,723.25	0.00	8,794,723.25	97.92
	Expense Sub Totals:	8,981,114.00	0.00	186,390.75	8,794,723.25	0.00	8,794,723.25	97.92
	Dept 000 Sub Totals:	8,186,403.00	0.00	186,390.75	8,000,012.25	0.00		
Dept 170-990								
R01	TAXES							
170-990-4030-990	Sales Tax Drainage	395,600.00	35,331.36	330,432.03	65,167.97	0.00	65,167.97	16.47
	R01 Sub Totals:	395,600.00	35,331.36	330,432.03	65,167.97	0.00	65,167.97	16.47
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							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
170-990-4700-990	Interest Earned-Drainage Fund	2,500.00	324.40	2,600.89	-100.89	0.00	-100.89	0.00
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	324.40	2,600.89	11,899.11	0.00	11,899.11	82.06
R07	OTHER INCOME							
170-990-4800-990	Drainage Miscellaneous	0.00	3,829.75	3,829.75	-3,829.75	0.00	-3,829.75	0.00
	R07 Sub Totals:	0.00	3,829.75	3,829.75	-3,829.75	0.00	-3,829.75	0.00
	Revenue Sub Totals:	7,910,100.00	39,485.51	336,862.67	7,573,237.33	0.00	7,573,237.33	95.74
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	81,850.00	4,715.76	44,131.88	37,718.12	0.00	37,718.12	46.08
170-990-5020-990	Drainage Overtime	5,500.00	558.89	3,899.68	1,600.32	0.00	1,600.32	29.10
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	225.00	496.00	0.00	496.00	68.79
170-990-5170-990	Drainage Social Security	7,601.00	402.76	3,736.72	3,864.28	0.00	3,864.28	50.84
170-990-5180-990	Drainage Retirement	4,543.00	275.84	1,794.18	2,748.82	0.00	2,748.82	60.51
170-990-5190-990	Drainage Health Insurance	15,106.00	1,199.88	8,699.05	6,406.95	0.00	6,406.95	42.41
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	34.00	812.42	437.58	0.00	437.58	35.01
	E10 Sub Totals:	132,923.00	7,217.13	64,205.43	68,717.57	0.00	68,717.57	51.70
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	14,250.00	67.50	5,150.63	9,099.37	0.00	9,099.37	63.86
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	478.91	14,067.89	932.11	0.00	932.11	6.21
170-990-5530-990	Drainage Fuels/Lubricants	7,500.00	756.23	1,861.65	5,638.35	0.00	5,638.35	75.18
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	20,000.00	0.00	5,198.60	14,801.40	0.00	14,801.40	74.01
	E20 Sub Totals:	57,150.00	1,302.64	26,278.77	30,871.23	0.00	30,871.23	54.02
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	8,519.77	93,097.02	99,604.98	0.00	99,604.98	51.69
	Dept 990 Sub Totals:	-7,717,398.00	-30,965.74	-243,765.65	-7,473,632.35	0.00		
	Fund Revenue Sub Totals:	8,704,811.00	39,485.51	336,862.67	8,367,948.33	0.00	8,367,948.33	96.13

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	9,173,816.00	8,519.77	279,487.77	8,894,328.23	0.00	8,894,328.23	96.95
	Fund 170 Sub Totals:	469,005.00	-30,965.74	-57,374.90	526,379.90	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	26,664.00	13,336.00	0.00	13,336.00	33.34
	R90 Sub Totals:	40,000.00	3,333.00	26,664.00	13,336.00	0.00	13,336.00	33.34
	Revenue Sub Totals:	40,000.00	3,333.00	26,664.00	13,336.00	0.00	13,336.00	33.34
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	50,501.06	3,178.94	0.00	3,178.94	5.92
175-000-3264-000	Transfer to Mtce Reserve	40,000.00	3,333.00	26,664.00	13,336.00	0.00	13,336.00	33.34
175-000-3285-000	Trns to Capital Improvement	150,000.00	0.00	108,892.51	41,107.49	0.00	41,107.49	27.40
	E90 Sub Totals:	243,680.00	3,333.00	186,057.57	57,622.43	0.00	57,622.43	23.65
	Expense Sub Totals:	243,680.00	3,333.00	186,057.57	57,622.43	0.00	57,622.43	23.65
	Dept 000 Sub Totals:	203,680.00	0.00	159,393.57	44,286.43	0.00		
Dept 175-175								
R01	TAXES							
175-175-4030-175	Sales Tax - 1/16-Cent	164,834.00	14,716.66	137,675.46	27,158.54	0.00	27,158.54	16.48
	R01 Sub Totals:	164,834.00	14,716.66	137,675.46	27,158.54	0.00	27,158.54	16.48
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	400.00	30.65	362.26	37.74	0.00	37.74	9.44
175-175-4820-175	Sale of Property	177.36	0.00	177.36	0.00	0.00	0.00	0.00
	R06 Sub Totals:	577.36	30.65	539.62	37.74	0.00	37.74	6.54
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:	165,411.36	14,747.31	138,215.08	27,196.28	0.00	27,196.28	16.44
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	5,242.00	403.20	3,310.26	1,931.74	0.00	1,931.74	36.85

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
175-175-5020-175	Senior Center Overtime	500.00	6.62	50.74	449.26	0.00	449.26	89.85
175-175-5170-175	Senior Center Social Security	440.00	31.10	255.02	184.98	0.00	184.98	42.04
175-175-5180-175	Senior Center Retirement	299.00	21.30	42.26	256.74	0.00	256.74	85.87
175-175-5190-175	Senior Center Health Insurance	1,209.00	95.99	671.93	537.07	0.00	537.07	44.42
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	558.21	4,330.21	3,911.79	0.00	3,911.79	47.46
E20	OPERATING COSTS							
175-175-5260-175	Senior Center Prof. Services	6,580.00	4,722.28	10,389.19	-3,809.19	0.00	-3,809.19	0.00
175-175-5300-175	Senior Center Ins. & Bonds	4,881.00	0.00	0.00	4,881.00	0.00	4,881.00	100.00
175-175-5320-175	Senior Center Facility Maint.	12,000.00	503.36	4,379.53	7,620.47	0.00	7,620.47	63.50
175-175-5330-175	Senior Center Equipment Maint.	500.00	78.00	106.98	393.02	0.00	393.02	78.60
175-175-5590-175	Senior Center General Supplies	1,000.00	117.13	620.73	379.27	0.00	379.27	37.93
175-175-5610-175	Senior Center Activity/Event	3,000.00	166.90	1,331.59	1,668.41	0.00	1,668.41	55.61
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	2,529.56	18,510.60	4,832.40	0.00	4,832.40	20.70
175-175-6350-175	Senior Center Phones	4,260.00	352.47	2,819.76	1,440.24	0.00	1,440.24	33.81
	E20 Sub Totals:	56,064.00	8,469.70	38,158.38	17,905.62	0.00	17,905.62	31.94
	Expense Sub Totals:	64,306.00	9,027.91	42,488.59	21,817.41	0.00	21,817.41	33.93
	Dept 175 Sub Totals:	-101,105.36	-5,719.40	-95,726.49	-5,378.87	0.00		
	Fund Revenue Sub Totals:	205,411.36	18,080.31	164,879.08	40,532.28	0.00	40,532.28	19.73
	Fund Expense Sub Totals:	307,986.00	12,360.91	228,546.16	79,439.84	0.00	79,439.84	25.79
	Fund 175 Sub Totals:	102,574.64	-5,719.40	63,667.08	38,907.56	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	41,328.00	20,664.00	0.00	20,664.00	33.33
180-000-3285-000	Trns to Capital Improvement	578,900.00	129,765.63	370,410.47	208,489.53	0.00	208,489.53	36.01

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	134,931.63	411,738.47	269,153.53	0.00	269,153.53	39.53
	Expense Sub Totals:	680,892.00	134,931.63	411,738.47	269,153.53	0.00	269,153.53	39.53
	Dept 000 Sub Totals:	170,392.00	134,931.63	411,738.47	-241,346.47	0.00		
Dept 180-750								
R01	TAXES							
180-750-4030-750	Sales Tax Parks	593,400.00	52,997.05	495,648.00	97,752.00	0.00	97,752.00	16.47
	R01 Sub Totals:	593,400.00	52,997.05	495,648.00	97,752.00	0.00	97,752.00	16.47
R03	INTER-GOVERNMENTAL							
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	523.77	2,829.45	1,670.55	0.00	1,670.55	37.12
	R04 Sub Totals:	4,500.00	523.77	2,829.45	1,670.55	0.00	1,670.55	37.12
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,500.00	560.00	1,490.00	1,010.00	0.00	1,010.00	40.40
180-750-4500-752	RV Pad Rental	5,500.00	760.00	2,185.00	3,315.00	0.00	3,315.00	60.27
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	45.99	647.25	752.75	0.00	752.75	53.77
180-750-4760-750	Insurance Proceeds	0.00	20,000.00	20,000.00	-20,000.00	0.00	-20,000.00	0.00
180-750-4820-750	Sale and Use of Property	2,650.52	0.00	2,650.52	0.00	0.00	0.00	0.00
	R06 Sub Totals:	12,050.52	21,365.99	26,972.77	-14,922.25	0.00	-14,922.25	0.00
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	125.00	206.35	-206.35	0.00	-206.35	0.00
	R07 Sub Totals:	0.00	125.00	206.35	-206.35	0.00	-206.35	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	4,500.00	0.00	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	0.00	16,325.00	-11,825.00	0.00	-11,825.00	0.00
	Revenue Sub Totals:	703,622.52	75,011.81	541,981.57	161,640.95	0.00	161,640.95	22.97
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	230,324.00	16,237.27	127,562.95	102,761.05	0.00	102,761.05	44.62
180-750-5020-750	Parks Overtime	5,000.00	325.51	4,884.27	115.73	0.00	115.73	2.31

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-5070-750	Availability Allowance	1,080.00	60.00	480.00	600.00	0.00	600.00	55.56
180-750-5170-750	Parks Social Security	18,003.00	1,248.93	9,993.68	8,009.32	0.00	8,009.32	44.49
180-750-5180-750	Parks Retirement	12,237.00	700.14	6,014.30	6,222.70	0.00	6,222.70	50.85
180-750-5190-750	Parks Health Insurance	52,869.00	4,177.42	28,941.99	23,927.01	0.00	23,927.01	45.26
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	54.00	946.00	0.00	946.00	94.60
180-750-5380-750	Parks Uniforms	3,500.00	445.50	2,051.61	1,448.39	0.00	1,448.39	41.38
	E10 Sub Totals:	334,321.00	23,194.77	179,982.80	154,338.20	0.00	154,338.20	46.16
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,700.00	135.00	1,873.63	826.37	0.00	826.37	30.61
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	3,806.07	15,307.17	12,692.83	837.78	11,855.05	42.34
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5330-750	Parks Equipment Maintenance	18,000.00	3,847.20	9,724.89	8,275.11	0.00	8,275.11	45.97
180-750-5331-750	Helicopter Maintenance	15,000.00	0.00	4,565.96	10,434.04	0.00	10,434.04	69.56
180-750-5530-750	Parks Fuels/Lubricants	12,000.00	1,768.41	7,599.04	4,400.96	0.00	4,400.96	36.67
180-750-5590-750	Parks General Supplies	10,000.00	1,266.14	5,036.23	4,963.77	0.00	4,963.77	49.64
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	0.00	3,257.42	742.58	0.00	742.58	18.56
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	53.98	467.16	2,664.84	0.00	2,664.84	85.08
180-750-6300-750	Parks Electricity	15,237.00	1,768.37	9,856.07	5,380.93	0.00	5,380.93	35.31
180-750-6310-750	Parks Heating Fuels	5,616.00	119.88	1,662.34	3,953.66	0.00	3,953.66	70.40
180-750-6350-750	Parks Phones	4,584.00	409.95	3,050.07	1,533.93	0.00	1,533.93	33.46
180-750-6390-750	Parks Minor Equipment	10,000.00	170.93	4,741.54	5,258.46	0.00	5,258.46	52.58
180-750-6410-750	Flowers & Plants	4,500.00	982.42	2,180.56	2,319.44	0.00	2,319.44	51.54
	E20 Sub Totals:	159,356.00	14,328.35	69,322.08	90,033.92	837.78	89,196.14	55.97
	Expense Sub Totals:	493,677.00	37,523.12	249,304.88	244,372.12	837.78	243,534.34	49.33
	Dept 750 Sub Totals:	-209,945.52	-37,488.69	-292,676.69	82,731.17	837.78		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	40,000.00	10,020.00	10,305.00	29,695.00	0.00	29,695.00	74.24
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	3,410.59	3,793.69	2,206.31	1,406.55	799.76	13.33
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	5,749.80	2,250.20	0.00	2,250.20	28.13
180-940-6300-940	Parks - Pool Electricity	2,922.00	57.93	306.59	2,615.41	0.00	2,615.41	89.51
	E20 Sub Totals:	56,922.00	13,488.52	20,155.08	36,766.92	1,406.55	35,360.37	62.12
	Expense Sub Totals:	56,922.00	13,488.52	20,155.08	36,766.92	1,406.55	35,360.37	62.12

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 940 Sub Totals:	56,922.00	13,488.52	20,155.08	36,766.92	1,406.55		
	Fund Revenue Sub Totals:	1,214,122.52	75,011.81	541,981.57	672,140.95	0.00	672,140.95	55.36
	Fund Expense Sub Totals:	1,231,491.00	185,943.27	681,198.43	550,292.57	2,244.33	548,048.24	44.50
	Fund 180 Sub Totals:	17,368.48	110,931.46	139,216.86	-121,848.38	2,244.33		
Fund 195	Auditorium Sales Tax							
Dept 195-000	Non-Departmental							
E90	TRANSFERS OUT							
195-000-3214-000	Transfer to 2014 COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195-000-3221-000	Transfer to 2021 Series DS	213,719.00	0.00	202,004.23	11,714.77	0.00	11,714.77	5.48
195-000-3285-000	Trns to Capital Improvement	340,000.00	0.00	78,445.00	261,555.00	0.00	261,555.00	76.93
	E90 Sub Totals:	553,719.00	0.00	280,449.23	273,269.77	0.00	273,269.77	49.35
	Expense Sub Totals:	553,719.00	0.00	280,449.23	273,269.77	0.00	273,269.77	49.35
	Dept 000 Sub Totals:	553,719.00	0.00	280,449.23	273,269.77	0.00		
Dept 195-114								
R06	REVENUE FROM USE OF ASSET							
195-114-4500-114	Lampo Rental Fees	13,000.00	1,400.00	9,675.00	3,325.00	0.00	3,325.00	25.58
	R06 Sub Totals:	13,000.00	1,400.00	9,675.00	3,325.00	0.00	3,325.00	25.58
	Revenue Sub Totals:	13,000.00	1,400.00	9,675.00	3,325.00	0.00	3,325.00	25.58
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	1,100.00	-113.52	1,143.38	-43.38	0.00	-43.38	0.00
195-114-5300-114	Lampo Insurance and Bonds	2,242.00	0.00	0.00	2,242.00	0.00	2,242.00	100.00
195-114-5320-114	Lampo Facility Maintenance	10,000.00	639.17	2,988.17	7,011.83	2,354.00	4,657.83	46.58
195-114-5330-114	Lampo Equipment Mtce	1,000.00	191.50	191.50	808.50	0.00	808.50	80.85
195-114-5590-114	Lampo General Supplies	1,000.00	194.26	642.18	357.82	0.00	357.82	35.78
195-114-6300-114	Lampo Electricity	7,517.00	103.85	679.75	6,837.25	0.00	6,837.25	90.96
195-114-6310-114	Lampo Heating Fuels	2,649.00	174.78	4,403.97	-1,754.97	0.00	-1,754.97	0.00
	E20 Sub Totals:	25,508.00	1,190.04	10,048.95	15,459.05	2,354.00	13,105.05	51.38
	Expense Sub Totals:	25,508.00	1,190.04	10,048.95	15,459.05	2,354.00	13,105.05	51.38
	Dept 114 Sub Totals:	12,508.00	-209.96	373.95	12,134.05	2,354.00		
Dept 195-195								
R01	TAXES							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
195-195-4030-195	Auditorium Sales Tax	494,499.00	44,149.98	413,026.46	81,472.54	0.00	81,472.54	16.48
	R01 Sub Totals:	494,499.00	44,149.98	413,026.46	81,472.54	0.00	81,472.54	16.48
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	14,000.00	2,425.00	13,550.00	450.00	0.00	450.00	3.21
195-195-4520-195	Auditorium Sound Fees	3,000.00	715.00	3,142.50	-142.50	0.00	-142.50	0.00
195-195-4700-195	Interest Earned-Auditorium Fd	1,000.00	265.04	2,031.39	-1,031.39	0.00	-1,031.39	0.00
195-195-4820-195	Auditorium Sale of Property	8.55	0.00	8.55	0.00	0.00	0.00	0.00
	R06 Sub Totals:	18,008.55	3,405.04	18,732.44	-723.89	0.00	-723.89	0.00
	Revenue Sub Totals:	512,507.55	47,555.02	431,758.90	80,748.65	0.00	80,748.65	15.76
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	21,294.00	1,685.25	15,291.25	6,002.75	0.00	6,002.75	28.19
195-195-5020-195	Auditorium Overtime	6,000.00	158.73	509.62	5,490.38	0.00	5,490.38	91.51
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	138.82	1,198.48	1,042.52	0.00	1,042.52	46.52
195-195-5180-195	Auditorium Retirement	1,420.00	95.90	265.45	1,154.55	0.00	1,154.55	81.31
195-195-5190-195	Auditorium Health Insurance	4,910.00	426.83	2,796.94	2,113.06	0.00	2,113.06	43.04
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	2,505.53	20,061.74	19,087.26	0.00	19,087.26	48.76
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	7,500.00	988.14	5,541.01	1,958.99	0.00	1,958.99	26.12
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	386.75	3,662.08	21,337.92	3,731.95	17,605.97	70.42
195-195-5330-195	Auditorium Equipment Maint.	5,000.00	0.00	676.90	4,323.10	0.00	4,323.10	86.46
195-195-5590-195	Auditorium General Supplies	2,500.00	301.20	1,222.47	1,277.53	0.00	1,277.53	51.10
195-195-6300-195	Auditorium Electricity	32,994.00	1,718.37	17,738.33	15,255.67	0.00	15,255.67	46.24
195-195-6310-195	Auditorium Heating Fuels	10,593.00	268.42	12,246.38	-1,653.38	0.00	-1,653.38	0.00
195-195-6350-195	Auditorium Phones	4,236.00	352.47	2,819.76	1,416.24	0.00	1,416.24	33.43
	E20 Sub Totals:	106,585.00	4,015.35	43,906.93	62,678.07	3,731.95	58,946.12	55.30
	Expense Sub Totals:	145,734.00	6,520.88	63,968.67	81,765.33	3,731.95	78,033.38	53.55
	Dept 195 Sub Totals:	-366,773.55	-41,034.14	-367,790.23	1,016.68	3,731.95		
	Fund Revenue Sub Totals:	525,507.55	48,955.02	441,433.90	84,073.65	0.00	84,073.65	16.00
	Fund Expense Sub Totals:	724,961.00	7,710.92	354,466.85	370,494.15	6,085.95	364,408.20	50.27
	Fund 195 Sub Totals:	199,453.45	-41,244.10	-86,967.05	286,420.50	6,085.95		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	9,528.60	10,011.63	-7,558.63	0.00	-7,558.63	0.00
	R90 Sub Totals:	2,453.00	9,528.60	10,011.63	-7,558.63	0.00	-7,558.63	0.00
	Revenue Sub Totals:	2,453.00	9,528.60	10,011.63	-7,558.63	0.00	-7,558.63	0.00
	Dept 000 Sub Totals:	-2,453.00	-9,528.60	-10,011.63	7,558.63	0.00		
Dept 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	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	487.50	970.53	-924.53	0.00	-924.53	0.00
212-212-5930-212	2012 Paying Agent Fees	1,000.00	-400.83	-400.83	1,400.83	0.00	1,400.83	140.08
	E50 Sub Totals:	1,046.00	86.67	569.70	476.30	0.00	476.30	45.54
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	1,407.00	9,041.10	9,041.10	-7,634.10	0.00	-7,634.10	0.00
	E55 Sub Totals:	1,407.00	9,041.10	9,041.10	-7,634.10	0.00	-7,634.10	0.00
	Expense Sub Totals:	2,453.00	9,127.77	9,610.80	-7,157.80	0.00	-7,157.80	0.00
	Dept 212 Sub Totals:	1,953.00	9,127.77	9,610.80	-7,657.80	0.00		
	Fund Revenue Sub Totals:	2,953.00	9,528.60	10,011.63	-7,058.63	0.00	-7,058.63	0.00
	Fund Expense Sub Totals:	2,453.00	9,127.77	9,610.80	-7,157.80	0.00	-7,157.80	0.00
	Fund 212 Sub Totals:	-500.00	-400.83	-400.83	-99.17	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200								
R90	TRANSFERS IN							
213-200-0331-400	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 200 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-213								
R06	REVENUE FROM USE OF ASSET							
213-213-4700-213	Interest Earned	0.00	3.52	27.18	-27.18	0.00	-27.18	0.00
	R06 Sub Totals:	0.00	3.52	27.18	-27.18	0.00	-27.18	0.00
	Revenue Sub Totals:	0.00	3.52	27.18	-27.18	0.00	-27.18	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	-3.52	-27.18	27.18	0.00		
	Fund Revenue Sub Totals:	0.00	3.52	27.18	-27.18	0.00	-27.18	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	-3.52	-27.18	27.18	0.00		
Fund 214	2014 A&B Series							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 214-000	Non-Departmental							
R90	TRANSFERS IN							
214-000-3314-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-000-3320-000	Transfer to	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 214-214								
R06	REVENUE FROM USE OF ASSET							
214-214-4700-214	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
214-214-5920-214	2014 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-5940-214	2014 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
214-214-5910-214	2014 Series Principal Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 216	2016 Series COPs							
Dept 216-000								
R90	TRANSFERS IN							
216-000-3376-000	Transfer in from Other Funds	251,950.00	0.00	218,577.38	33,372.62	0.00	33,372.62	13.25
	R90 Sub Totals:	251,950.00	0.00	218,577.38	33,372.62	0.00	33,372.62	13.25

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	251,950.00	0.00	218,577.38	33,372.62	0.00	33,372.62	13.25
	Dept 000 Sub Totals:	-251,950.00	0.00	-218,577.38	-33,372.62	0.00		
Dept 216-216								
R06	REVENUE FROM USE OF ASSET							
216-216-4700-216	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
216-216-5920-216	Interest Expense 2016 Series	57,200.00	0.00	28,577.38	28,622.62	0.00	28,622.62	50.04
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	625.00	4,125.00	0.00	4,125.00	86.84
	E50 Sub Totals:	61,950.00	0.00	29,202.38	32,747.62	0.00	32,747.62	52.86
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	190,000.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	190,000.00	0.00	190,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	251,950.00	0.00	219,202.38	32,747.62	0.00	32,747.62	13.00
	Dept 216 Sub Totals:	251,950.00	0.00	219,202.38	32,747.62	0.00		
	Fund Revenue Sub Totals:	251,950.00	0.00	218,577.38	33,372.62	0.00	33,372.62	13.25
	Fund Expense Sub Totals:	251,950.00	0.00	219,202.38	32,747.62	0.00	32,747.62	13.00
	Fund 216 Sub Totals:	0.00	0.00	625.00	-625.00	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	476,500.00	-476,500.00	0.00	-476,500.00	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	505,010.57	-4,509.57	0.00	-4,509.57	0.00
	Revenue Sub Totals:	500,501.00	0.00	505,010.57	-4,509.57	0.00	-4,509.57	0.00
	Dept 000 Sub Totals:	-500,501.00	0.00	-505,010.57	4,509.57	0.00		
Dept 221-221	2021 Special Obligation Bonds							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
221-221-4700-221	Interest Earned 2021 Series	0.00	0.70	5.79	-5.79	0.00	-5.79	0.00
	R06 Sub Totals:	0.00	0.70	5.79	-5.79	0.00	-5.79	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	0.70	5.79	-5.79	0.00	-5.79	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	43,001.00	0.00	50,010.57	-7,009.57	0.00	-7,009.57	0.00
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	318.00	2,182.00	0.00	2,182.00	87.28
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	50,328.57	-4,827.57	0.00	-4,827.57	0.00
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	455,000.00	0.00	455,000.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	455,000.00	0.00	455,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	500,501.00	0.00	505,328.57	-4,827.57	0.00	-4,827.57	0.00
	Dept 221 Sub Totals:	500,501.00	-0.70	505,322.78	-4,821.78	0.00		
	Fund Revenue Sub Totals:	500,501.00	0.70	505,016.36	-4,515.36	0.00	-4,515.36	0.00
	Fund Expense Sub Totals:	500,501.00	0.00	505,328.57	-4,827.57	0.00	-4,827.57	0.00
	Fund 221 Sub Totals:	0.00	-0.70	312.21	-312.21	0.00		
Fund 290	Employee Insurance							
Dept 290-000	Non-Departmental							
R90	TRANSFERS IN							
290-000-3390-000	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 290-290								
R06	REVENUE FROM USE OF ASSET							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
290-290-4700-290	Interest Earned-Employee Ins.	100.00	10.71	31.23	68.77	0.00	68.77	68.77
	R06 Sub Totals:	100.00	10.71	31.23	68.77	0.00	68.77	68.77
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	18,400.37	98,069.21	59,930.79	0.00	59,930.79	37.93
	R10 Sub Totals:	158,000.00	18,400.37	98,069.21	59,930.79	0.00	59,930.79	37.93
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	859,507.00	96,457.83	548,304.69	311,202.31	0.00	311,202.31	36.21
	R90 Sub Totals:	859,507.00	96,457.83	548,304.69	311,202.31	0.00	311,202.31	36.21
	Revenue Sub Totals:	1,017,607.00	114,868.91	646,405.13	371,201.87	0.00	371,201.87	36.48
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	859,506.00	59,136.65	488,819.58	370,686.42	0.00	370,686.42	43.13
290-290-6150-290	Health Insurance Fees Dependnt	158,000.00	11,243.78	81,822.73	76,177.27	0.00	76,177.27	48.21
	E25 Sub Totals:	1,017,506.00	70,380.43	570,642.31	446,863.69	0.00	446,863.69	43.92
	Expense Sub Totals:	1,017,506.00	70,380.43	570,642.31	446,863.69	0.00	446,863.69	43.92
	Dept 290 Sub Totals:	-101.00	-44,488.48	-75,762.82	75,661.82	0.00		
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	0.00	2,996.20	24,385.89	-24,385.89	0.00	-24,385.89	0.00
290-291-6130-290	Dental Insurance Dependent	0.00	1,232.83	10,609.36	-10,609.36	0.00	-10,609.36	0.00
290-291-6135-290	Vision Insurance	0.00	481.86	4,177.80	-4,177.80	0.00	-4,177.80	0.00
	E25 Sub Totals:	0.00	4,710.89	39,173.05	-39,173.05	0.00	-39,173.05	0.00
	Expense Sub Totals:	0.00	4,710.89	39,173.05	-39,173.05	0.00	-39,173.05	0.00
	Dept 291 Sub Totals:	0.00	4,710.89	39,173.05	-39,173.05	0.00		
	Fund Revenue Sub Totals:	1,017,607.00	114,868.91	646,405.13	371,201.87	0.00	371,201.87	36.48
	Fund Expense Sub Totals:	1,017,506.00	75,091.32	609,815.36	407,690.64	0.00	407,690.64	40.07
	Fund 290 Sub Totals:	-101.00	-39,777.59	-36,589.77	36,488.77	0.00		
Fund 300	Capital Improvement Sales Tax							
Dept 300-000	Non-Departmental							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90	TRANSFERS IN							
300-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-000	Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-111	Transfer fm City Clerk	15,000.00	219.98	649.96	14,350.04	0.00	14,350.04	95.67
300-000-3385-112	Transfer fm General Admin	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
300-000-3385-115	Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-118	Transfer fm Recycle Center	114,000.00	0.00	8,881.00	105,119.00	0.00	105,119.00	92.21
300-000-3385-120	Transfer fm Police Dept	320,831.11	-34,182.50	287,924.12	32,906.99	0.00	32,906.99	10.26
300-000-3385-130	Transfer fm Fire Department	375,396.11	0.00	265,270.28	110,125.83	0.00	110,125.83	29.34
300-000-3385-160	Transfer fm Airport	445,290.00	1,150.98	48,496.09	396,793.91	0.00	396,793.91	89.11
300-000-3385-170	Transfer fm Drainage	8,981,114.00	0.00	186,390.75	8,794,723.25	0.00	8,794,723.25	97.92
300-000-3385-175	Transfer fm Senior Center	150,000.00	0.00	108,892.51	41,107.49	0.00	41,107.49	27.40
300-000-3385-180	Transfer fm Parks & Rec	578,900.00	129,765.63	370,410.47	208,489.53	0.00	208,489.53	36.01
300-000-3385-195	Transfer fm Auditorium	340,000.00	0.00	78,445.00	261,555.00	0.00	261,555.00	76.93
300-000-3385-204	Transfer fm Cemetery	130,277.00	1,006.70	72,619.07	57,657.93	0.00	57,657.93	44.26
300-000-3385-450	Transfer fm Golf Course	244,400.00	27,879.20	71,783.79	172,616.21	0.00	172,616.21	70.63
300-000-3385-800	Transfer fm Streets Dept	765,196.67	0.00	62,388.50	702,808.17	0.00	702,808.17	91.85
	R90 Sub Totals:	12,710,404.89	125,839.99	1,562,151.54	11,148,253.35	0.00	11,148,253.35	87.71
	Revenue Sub Totals:	12,710,404.89	125,839.99	1,562,151.54	11,148,253.35	0.00	11,148,253.35	87.71
E90	TRANSFERS OUT							
300-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3242-000	Transfer to Golf Cap Imp Debt	251,950.00	20,996.00	167,968.00	83,982.00	0.00	83,982.00	33.33
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	167,968.00	83,982.00	0.00	83,982.00	33.33
	Expense Sub Totals:	251,950.00	20,996.00	167,968.00	83,982.00	0.00	83,982.00	33.33
	Dept 000 Sub Totals:	-12,458,454.89	-104,843.99	-1,394,183.54	-11,064,271.35	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	326,412.00	29,442.81	275,360.28	51,051.72	0.00	51,051.72	15.64
	R01 Sub Totals:	326,412.00	29,442.81	275,360.28	51,051.72	0.00	51,051.72	15.64
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	163.92	896.19	303.81	0.00	303.81	25.32
	R06 Sub Totals:	1,200.00	163.92	896.19	303.81	0.00	303.81	25.32
R07	OTHER INCOME							
300-300-4800-300	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	327,612.00	29,606.73	276,256.47	51,355.53	0.00	51,355.53	15.68
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	15,000.00	219.98	649.96	14,350.04	0.00	14,350.04	95.67
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	375,396.11	-8,750.00	265,270.27	110,125.84	0.00	110,125.84	29.34
300-300-5790-175	Capital Impr/Purch Senior Cent	150,000.00	0.00	108,892.51	41,107.49	3,938.00	37,169.49	24.78
300-300-5790-195	Capital Impr/Purch Auditorium	340,000.00	0.00	78,445.00	261,555.00	60,995.00	200,560.00	58.99
300-300-5790-204	Capital Impr/Purch IOOF	130,277.00	1,006.70	62,619.07	67,657.93	0.00	67,657.93	51.93
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	27,879.20	71,783.79	172,616.21	120,613.00	52,003.21	21.28
300-300-5790-750	Capital Impr/Purch Parks & Rec	578,900.00	130,541.90	369,204.11	209,695.89	10,885.91	198,809.98	34.34
300-300-5790-800	Capital Impr/Purch Street Dept	765,196.67	0.00	62,388.50	702,808.17	219,898.00	482,910.17	63.11
300-300-5790-990	Capital Impr/Purch Drainage	8,981,114.00	0.00	186,390.75	8,794,723.25	1,386,601.33	7,408,121.92	82.49
	E30 Sub Totals:	11,830,283.78	150,897.78	1,205,643.96	10,624,639.82	1,802,931.24	8,821,708.58	74.57
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	114,000.00	0.00	8,881.00	105,119.00	104,897.00	222.00	0.19
300-300-5790-120	Capital Impr/Purch Police Dept	320,831.11	-34,182.50	287,924.13	32,906.98	0.00	32,906.98	10.26
300-300-5790-160	Capital Impr/Purch Airport	445,290.00	1,150.98	48,496.09	396,793.91	95,053.88	301,740.03	67.76
	E90 Sub Totals:	880,121.11	-33,031.52	345,301.22	534,819.89	199,950.88	334,869.01	38.05
	Expense Sub Totals:	12,710,404.89	117,866.26	1,550,945.18	11,159,459.71	2,002,882.12	9,156,577.59	72.04
	Dept 300 Sub Totals:	12,382,792.89	88,259.53	1,274,688.71	11,108,104.18	2,002,882.12		
	Fund Revenue Sub Totals:	13,038,016.89	155,446.72	1,838,408.01	11,199,608.88	0.00	11,199,608.88	85.90
	Fund Expense Sub Totals:	12,962,354.89	138,862.26	1,718,913.18	11,243,441.71	2,002,882.12	9,240,559.59	71.29
	Fund 300 Sub Totals:	-75,662.00	-16,584.46	-119,494.83	43,832.83	2,002,882.12		
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	1,888.00	943.00	0.00	943.00	33.31
310-000-3211-000	Transfer to Gen. PR Coord	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-000-3255-000	Transfer to -Celebrate	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E90 Sub Totals:	32,831.00	236.00	1,888.00	30,943.00	0.00	30,943.00	94.25
	Expense Sub Totals:	32,831.00	236.00	1,888.00	30,943.00	0.00	30,943.00	94.25
	Dept 000 Sub Totals:	32,831.00	236.00	1,888.00	30,943.00	0.00		
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	94,373.00	14,720.65	61,747.70	32,625.30	0.00	32,625.30	34.57
	R01 Sub Totals:	94,373.00	14,720.65	61,747.70	32,625.30	0.00	32,625.30	34.57
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	950.00	102.14	755.65	194.35	0.00	194.35	20.46
	R06 Sub Totals:	950.00	102.14	755.65	194.35	0.00	194.35	20.46
	Revenue Sub Totals:	95,323.00	14,822.79	62,503.35	32,819.65	0.00	32,819.65	34.43
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	106,848.00	56.10	30,933.21	75,914.79	0.00	75,914.79	71.05
310-310-6300-310	Hotel Motel Electricity	0.00	0.00	138.11	-138.11	0.00	-138.11	0.00
310-310-6520-330	Easter Event	0.00	0.00	305.00	-305.00	0.00	-305.00	0.00
	E20 Sub Totals:	106,848.00	56.10	31,376.32	75,471.68	0.00	75,471.68	70.63
	Expense Sub Totals:	106,848.00	56.10	31,376.32	75,471.68	0.00	75,471.68	70.63
	Dept 310 Sub Totals:	11,525.00	-14,766.69	-31,127.03	42,652.03	0.00		
	Fund Revenue Sub Totals:	95,323.00	14,822.79	62,503.35	32,819.65	0.00	32,819.65	34.43
	Fund Expense Sub Totals:	139,679.00	292.10	33,264.32	106,414.68	0.00	106,414.68	76.19
	Fund 310 Sub Totals:	44,356.00	-14,530.69	-29,239.03	73,595.03	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360								
R01	TAXES							
360-360-4900-360	Real Est. Tax TIF County	0.00	0.00	333,631.19	-333,631.19	0.00	-333,631.19	0.00
360-360-4910-360	Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	333,631.19	-333,631.19	0.00	-333,631.19	0.00
R06	REVENUE FROM USE OF ASSET							
360-360-4700-360	Interest Earned-TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10	NON-OPERATING REVENUES							
360-360-4900-000	CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	333,631.19	-333,631.19	0.00	-333,631.19	0.00
E25	NON-OPERATING EXPENSE							
360-360-5590-360	TIF Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
360-360-6980-360	TIF Reim. W/WW 2012A&B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 360 Sub Totals:	0.00	0.00	-333,631.19	333,631.19	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	333,631.19	-333,631.19	0.00	-333,631.19	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 360 Sub Totals:	0.00	0.00	-333,631.19	333,631.19	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	41,328.00	20,664.00	0.00	20,664.00	33.33
450-000-3342-000	Transfer fm Capital Imp	251,950.00	20,996.00	167,968.00	83,982.00	0.00	83,982.00	33.33

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R90 Sub Totals:	604,341.99	26,162.00	209,296.00	395,045.99	0.00	395,045.99	65.37
	Revenue Sub Totals:	604,341.99	26,162.00	209,296.00	395,045.99	0.00	395,045.99	65.37
E90	TRANSFERS OUT							
450-000-3276-000	Transfer to 2016 DS	251,950.00	0.00	218,577.38	33,372.62	0.00	33,372.62	13.25
450-000-3285-000	Trns to Capital Improvement	244,400.00	27,879.20	71,783.79	172,616.21	0.00	172,616.21	70.63
	E90 Sub Totals:	496,350.00	27,879.20	290,361.17	205,988.83	0.00	205,988.83	41.50
	Expense Sub Totals:	496,350.00	27,879.20	290,361.17	205,988.83	0.00	205,988.83	41.50
	Dept 000 Sub Totals:	-107,991.99	1,717.20	81,065.17	-189,057.16	0.00		
Dept 450-150								
R04	CHARGES FOR SERVICES							
450-150-4350-430	Golf Course Fees	124,413.00	24,527.14	88,142.10	36,270.90	0.00	36,270.90	29.15
450-150-4352-430	City Tournament Fees	14,400.00	5,170.00	15,638.00	-1,238.00	0.00	-1,238.00	0.00
450-150-4370-430	Passes for Fees	75,500.00	5,506.60	88,253.48	-12,753.48	0.00	-12,753.48	0.00
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	35,203.74	192,283.58	25,529.42	0.00	25,529.42	11.72
R06	REVENUE FROM USE OF ASSET							
450-150-4360-430	Golf Cart Rentals	114,982.00	24,147.67	88,213.75	26,768.25	0.00	26,768.25	23.28
450-150-4390-430	Driving Range Revenue	5,000.00	1,170.00	6,127.00	-1,127.00	0.00	-1,127.00	0.00
450-150-4500-430	Communtity Room Rental	1,700.00	0.00	0.00	1,700.00	0.00	1,700.00	100.00
450-150-4700-430	Interest Earned-Golf Course	0.00	23.35	162.26	-162.26	0.00	-162.26	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	25,341.02	94,503.01	27,178.99	0.00	27,178.99	22.34
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	0.00	227.50	886.00	-886.00	0.00	-886.00	0.00
	R07 Sub Totals:	0.00	227.50	886.00	-886.00	0.00	-886.00	0.00
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	30,000.00	6,048.25	23,869.50	6,130.50	0.00	6,130.50	20.44
450-150-4420-430	Golf Concessions Revenue	30,000.00	7,427.50	25,468.23	4,531.77	0.00	4,531.77	15.11
	R08 Sub Totals:	60,000.00	13,475.75	49,337.73	10,662.27	0.00	10,662.27	17.77
	Revenue Sub Totals:	399,495.00	74,248.01	337,010.32	62,484.68	0.00	62,484.68	15.64
E10	PERSONNEL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-5010-430	Golf Course Salaries	156,572.00	6,751.96	81,357.57	75,214.43	0.00	75,214.43	48.04
450-150-5020-430	Golf Course Overtime	5,000.00	0.00	4,497.93	502.07	0.00	502.07	10.04
450-150-5030-430	Golf Course Part Time	84,000.00	7,956.00	38,215.72	45,784.28	0.00	45,784.28	54.51
450-150-5070-430	Availability Allowance	360.00	30.00	240.00	120.00	0.00	120.00	33.33
450-150-5170-430	Golf Course Social Security	18,787.00	1,121.60	9,460.36	9,326.64	0.00	9,326.64	49.64
450-150-5180-430	Golf Course Retirement	8,402.00	352.66	2,734.85	5,667.15	0.00	5,667.15	67.45
450-150-5190-430	Golf Course Health Insurance	30,211.00	1,175.38	14,698.39	15,512.61	0.00	15,512.61	51.35
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	15.80	3,484.20	0.00	3,484.20	99.55
	E10 Sub Totals:	318,589.00	17,387.60	151,220.62	167,368.38	0.00	167,368.38	52.53
E20	OPERATING COSTS							
450-150-5260-430	Golf Course Prof. Services	14,589.00	731.91	6,362.32	8,226.68	0.00	8,226.68	56.39
450-150-5270-430	Golf Course Credit Card Fees	9,000.00	1,655.38	6,049.75	2,950.25	0.00	2,950.25	32.78
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	3,271.98	9,578.16	20,421.84	0.00	20,421.84	68.07
450-150-5314-430	Golf Course Accessories	25,000.00	7,136.46	23,233.51	1,766.49	0.00	1,766.49	7.07
450-150-5320-430	Golf Facility Maintenance	10,000.00	1,093.27	5,341.38	4,658.62	0.00	4,658.62	46.59
450-150-5325-430	Grounds Maintenance	46,000.00	2,018.25	28,400.62	17,599.38	0.00	17,599.38	38.26
450-150-5330-430	Golf Equipment Maintenance	15,000.00	698.57	6,975.17	8,024.83	0.00	8,024.83	53.50
450-150-5335-430	Golf Cart Maintenance	3,500.00	0.00	1,826.15	1,673.85	0.00	1,673.85	47.82
450-150-5350-430	Driving Range Expense	1,500.00	0.00	939.11	560.89	0.00	560.89	37.39
450-150-5530-430	Golf Course Fuels/Lubricants	20,000.00	0.00	8,814.84	11,185.16	0.00	11,185.16	55.93
450-150-5540-430	Golf Course Chemicals	55,000.00	0.00	54,682.53	317.47	0.00	317.47	0.58
450-150-5590-430	Golf Course General Supplies	6,000.00	429.11	3,451.56	2,548.44	0.00	2,548.44	42.47
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	292.31	1,161.69	0.00	1,161.69	79.90
450-150-6300-430	Golf Course Electricity	16,532.00	2,245.37	15,920.35	611.65	0.00	611.65	3.70
450-150-6350-430	Golf Course Phones	5,400.00	467.45	3,280.40	2,119.60	0.00	2,119.60	39.25
	E20 Sub Totals:	272,747.00	19,747.75	178,771.26	93,975.74	0.00	93,975.74	34.46
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease Payments	28,210.00	2,350.78	18,806.24	9,403.76	0.00	9,403.76	33.33
	E30 Sub Totals:	28,210.00	2,350.78	18,806.24	9,403.76	0.00	9,403.76	33.33
	Expense Sub Totals:	619,546.00	39,486.13	348,798.12	270,747.88	0.00	270,747.88	43.70
	Dept 150 Sub Totals:	220,051.00	-34,761.88	11,787.80	208,263.20	0.00		
	Fund Revenue Sub Totals:	1,003,836.99	100,410.01	546,306.32	457,530.67	0.00	457,530.67	45.58

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	1,115,896.00	67,365.33	639,159.29	476,736.71	0.00	476,736.71	42.72
	Fund 450 Sub Totals:	112,059.01	-33,044.68	92,852.97	19,206.04	0.00		
Fund 500	Water/Wastewater							
Dept 500-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3306-000	Transfer fm ARPA	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	135,192.00	67,598.00	0.00	67,598.00	33.33
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	578,716.00	7,585.00	60,680.00	518,036.00	0.00	518,036.00	89.51
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	100,000.00	50,000.00	0.00	50,000.00	33.33
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	166,664.00	83,336.00	0.00	83,336.00	33.33
	R90 Sub Totals:	2,022,926.00	57,817.00	462,536.00	1,560,390.00	0.00	1,560,390.00	77.14
	Revenue Sub Totals:	2,022,926.00	57,817.00	462,536.00	1,560,390.00	0.00	1,560,390.00	77.14
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	202,790.00	16,899.00	135,192.00	67,598.00	0.00	67,598.00	33.33
500-000-3261-000	Transfer to WW Rplcmt Reserve	91,021.00	7,585.00	60,680.00	30,341.00	0.00	30,341.00	33.33
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	100,000.00	50,000.00	0.00	50,000.00	33.33
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	166,664.00	83,336.00	0.00	83,336.00	33.33
	E90 Sub Totals:	693,811.00	57,817.00	462,536.00	231,275.00	0.00	231,275.00	33.33
	Expense Sub Totals:	693,811.00	57,817.00	462,536.00	231,275.00	0.00	231,275.00	33.33
	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	340.58	678.04	250.96	0.00	250.96	27.01
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	340.58	678.04	2,299.96	0.00	2,299.96	77.23
	Expense Sub Totals:	2,978.00	340.58	678.04	2,299.96	0.00	2,299.96	77.23
	Dept 212 Sub Totals:	2,978.00	340.58	678.04	2,299.96	0.00		
Dept 500-500								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E02	DEPRECIATION EXPENSE							
500-500-5990-500	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-510								
R03	INTER-GOVERNMENTAL							
500-510-4201-510	CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-510-3510-510	Penalties/Utility Bills	107,000.00	9,049.73	70,401.30	36,598.70	0.00	36,598.70	34.20
500-510-3530-510	Residential Trash Billing	545,280.00	50,935.08	404,870.17	140,409.83	0.00	140,409.83	25.75
500-510-3540-510	Service Application Fee	8,300.00	605.00	4,765.00	3,535.00	0.00	3,535.00	42.59
500-510-3580-510	Trash Tag Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-3600-510	Billing Customers-Water	2,200,000.00	185,623.57	1,499,521.12	700,478.88	0.00	700,478.88	31.84
500-510-4792-510	Online Surcharge Fees	11,000.00	512.82	3,921.04	7,078.96	0.00	7,078.96	64.35
	R04 Sub Totals:	2,871,580.00	246,726.20	1,983,478.63	888,101.37	0.00	888,101.37	30.93
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	6,958.44	43,767.70	7,012.30	0.00	7,012.30	13.81
500-510-4700-510	Interest Earned-Water/WW	15,000.00	1,576.73	11,953.97	3,046.03	0.00	3,046.03	20.31
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	8,535.17	55,721.67	10,058.33	0.00	10,058.33	15.29
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	114.97	770.96	-770.96	0.00	-770.96	0.00
	R07 Sub Totals:	0.00	114.97	770.96	-770.96	0.00	-770.96	0.00
	Revenue Sub Totals:	2,937,360.00	255,376.34	2,039,971.26	897,388.74	0.00	897,388.74	30.55
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	297,377.00	21,599.00	181,886.23	115,490.77	0.00	115,490.77	38.84
500-510-5020-510	Water Admin Overtime	3,000.00	82.61	2,229.48	770.52	0.00	770.52	25.68
500-510-5170-510	Water Admin Social Security	22,979.00	1,572.00	13,386.26	9,592.74	0.00	9,592.74	41.75
500-510-5180-510	Water Admin Retirement	15,620.00	1,127.41	9,581.51	6,038.49	0.00	6,038.49	38.66
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	3,789.32	30,259.23	18,833.77	0.00	18,833.77	38.36
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	755.25	3,036.05	4,047.95	0.00	4,047.95	57.14

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	408,310.00	28,925.59	240,378.76	167,931.24	0.00	167,931.24	41.13
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	96,447.00	5,168.46	66,839.93	29,607.07	0.00	29,607.07	30.70
500-510-5270-510	Water Admin Credit Card Fees	38,000.00	4,732.37	37,634.11	365.89	0.00	365.89	0.96
500-510-5273-510	Collection Agency Charges	3,000.00	47.38	484.90	2,515.10	0.00	2,515.10	83.84
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	477.98	522.02	0.00	522.02	52.20
500-510-5590-510	Water Admin General Supplies	55,840.00	447.54	31,408.86	24,431.14	0.00	24,431.14	43.75
500-510-5700-510	Water Admin Comp., Software	2,916.00	0.00	257.31	2,658.69	0.00	2,658.69	91.18
500-510-6260-510	Trash Service Paid	518,016.00	47,948.72	332,760.34	185,255.66	0.00	185,255.66	35.76
500-510-6350-510	Water Admin Phones	4,800.00	400.00	3,200.00	1,600.00	0.00	1,600.00	33.33
	E20 Sub Totals:	720,619.00	58,744.47	473,063.43	247,555.57	0.00	247,555.57	34.35
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	87,670.06	713,442.19	415,486.81	0.00	415,486.81	36.80
	Dept 510 Sub Totals:	-1,808,431.00	-167,706.28	-1,326,529.07	-481,901.93	0.00		
Dept 500-530								
R03	INTER-GOVERNMENTAL							
500-530-4200-530	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	130,000.00	11,435.06	90,498.15	39,501.85	0.00	39,501.85	30.39
500-530-3610-531	Water Taps	58,000.00	5,850.00	27,747.95	30,252.05	0.00	30,252.05	52.16
	R04 Sub Totals:	188,000.00	17,285.06	118,246.10	69,753.90	0.00	69,753.90	37.10
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	235.75	572.25	-572.25	0.00	-572.25	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	235.75	572.25	-572.25	0.00	-572.25	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	208,000.00	17,520.81	118,818.35	89,181.65	0.00	89,181.65	42.88
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	23,118.59	215,029.36	134,907.64	0.00	134,907.64	38.55
500-530-5010-531	Meter Read/Mtnce. Salaries	115,714.00	8,418.01	65,804.98	49,909.02	0.00	49,909.02	43.13
500-530-5020-530	Water Distribution Overtime	19,000.00	1,737.61	17,566.33	1,433.67	0.00	1,433.67	7.55
500-530-5020-531	Meter Reading Overtime	8,000.00	483.34	3,755.79	4,244.21	0.00	4,244.21	53.05
500-530-5030-531	Meter Program Part Time	14,000.00	1,278.75	6,060.00	7,940.00	0.00	7,940.00	56.71
500-530-5070-530	Availability Allowance	1,800.00	150.00	1,215.00	585.00	0.00	585.00	32.50
500-530-5070-531	Availability Allowance	1,080.00	90.00	645.00	435.00	0.00	435.00	40.28
500-530-5170-530	Water Distribution Soc'l Sec.	28,224.00	1,894.51	17,730.77	10,493.23	0.00	10,493.23	37.18
500-530-5170-531	Meter Program Social Security	10,536.00	778.99	5,765.28	4,770.72	0.00	4,770.72	45.28
500-530-5180-530	Water Distribution Retirement	19,185.00	1,300.30	11,667.59	7,517.41	0.00	7,517.41	39.18
500-530-5180-531	Meter Program Retirement	6,434.00	467.55	3,589.10	2,844.90	0.00	2,844.90	44.22
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	4,799.52	42,295.41	25,679.59	0.00	25,679.59	37.78
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,799.82	12,898.61	9,760.39	0.00	9,760.39	43.08
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	222.50	1,664.50	3,335.50	0.00	3,335.50	66.71
500-530-5380-530	Water Distribution Uniforms	5,000.00	176.55	3,404.31	1,595.69	0.00	1,595.69	31.91
500-530-5380-531	Meter Program Uniforms	1,875.00	68.00	657.97	1,217.03	0.00	1,217.03	64.91
	E10 Sub Totals:	738,611.00	46,784.04	409,750.00	328,861.00	0.00	328,861.00	44.52
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	64,400.00	4,169.00	36,682.41	27,717.59	2,500.00	25,217.59	39.16
500-530-5300-530	Water Distribution Ins & Bonds	13,248.00	0.00	0.00	13,248.00	0.00	13,248.00	100.00
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	94,000.00	48,637.77	99,571.72	-5,571.72	1,820.62	-7,392.34	0.00
500-530-5330-530	Water Distribution Equip Maint	40,000.00	3,962.14	19,327.41	20,672.59	0.00	20,672.59	51.68
500-530-5330-531	Meter Program Equipment Maint.	25,000.00	0.00	8,700.00	16,300.00	0.00	16,300.00	65.20
500-530-5530-530	Water Distribution Fuels	35,000.00	2,310.91	18,367.59	16,632.41	0.00	16,632.41	47.52
500-530-5530-531	Meter Program Fuels/Lubricants	7,000.00	760.01	5,482.35	1,517.65	0.00	1,517.65	21.68
500-530-5590-530	Water Distrib. Gen Supplies	4,000.00	119.55	1,603.83	2,396.17	0.00	2,396.17	59.90
500-530-5590-531	Meter Program General Supplies	1,500.00	147.50	1,069.04	430.96	0.00	430.96	28.73
500-530-5620-530	Water Distribution Line Repair	100,357.00	7,592.15	26,701.83	73,655.17	10,762.06	62,893.11	62.67
500-530-5650-531	Meter Program Meter Sets	93,582.53	954.62	21,603.63	71,978.90	23,481.80	48,497.10	51.82
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	418.14	1,727.86	0.00	1,727.86	80.52
500-530-6300-530	Water Distribution Electricity	6,068.00	398.59	3,160.06	2,907.94	0.00	2,907.94	47.92

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-6310-530	Water Distrib. Heating Fuels	2,005.00	95.94	1,944.47	60.53	0.00	60.53	3.02
500-530-6350-530	Water Dist Telephones	5,400.00	602.71	3,903.48	1,496.52	0.00	1,496.52	27.71
500-530-6390-530	Water Distribution Minor Equip	6,000.00	280.69	3,038.65	2,961.35	0.00	2,961.35	49.36
	E20 Sub Totals:	502,660.53	70,031.58	251,574.61	251,085.92	38,564.48	212,521.44	42.28
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	80,000.00	0.00	59,950.00	20,050.00	0.00	20,050.00	25.06
500-530-5790-530	Water Dist Capital Purchases	1,474,114.00	0.00	109,676.74	1,364,437.26	0.00	1,364,437.26	92.56
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:	1,573,341.00	0.00	176,809.96	1,396,531.04	9,772.00	1,386,759.04	88.14
E50	DEBT SERVICE - INTEREST & FI							
500-530-5920-596	2011 DNR SRF Interest Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	3,034,612.53	116,815.62	838,134.57	2,196,477.96	48,336.48	2,148,141.48	70.79
	Dept 530 Sub Totals:	2,826,612.53	99,294.81	719,316.22	2,107,296.31	48,336.48		
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	8,987.13	62,889.85	7,110.15	0.00	7,110.15	10.16
500-610-3590-610	Billings to Customers WW	2,131,000.00	179,463.23	1,440,605.39	690,394.61	0.00	690,394.61	32.40
500-610-3610-610	Sewer Saddle Charges	3,000.00	125.00	925.00	2,075.00	0.00	2,075.00	69.17
	R04 Sub Totals:	2,204,000.00	188,575.36	1,504,420.24	699,579.76	0.00	699,579.76	31.74
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	6,221.75	1,000.00	7,221.75	-1,000.00	0.00	-1,000.00	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	6,221.75	1,000.00	7,221.75	-1,000.00	0.00	-1,000.00	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	2,403,233.75	189,575.36	1,704,653.99	698,579.76	0.00	698,579.76	29.07
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	5,658.38	4,041.62	0.00	4,041.62	41.67
500-610-5260-520	Water Plant Prof. Services	34,780.00	40.00	3,301.83	31,478.17	0.00	31,478.17	90.51
500-610-5260-610	Wastewater Prof. Services	120,826.00	1,872.38	89,428.58	31,397.42	35,007.80	-3,610.38	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	142.36	3,987.75	11,012.25	4,198.85	6,813.40	45.42
500-610-5320-610	Wastewater Facility Maint.	20,000.00	0.00	130.00	19,870.00	5,747.34	14,122.66	70.61
500-610-5330-520	Water Plant Equipment Maint.	23,000.00	0.00	0.00	23,000.00	8,895.00	14,105.00	61.33
500-610-5330-610	Wastewater Equipment Maint.	90,000.00	1,807.59	53,125.94	36,874.06	24,795.25	12,078.81	13.42
500-610-5530-520	Water Plant Fuels/Lubricants	1,000.00	179.63	747.10	252.90	0.00	252.90	25.29
500-610-5530-610	Wastewater Fuels/Lubricants	22,240.00	2,040.23	24,234.52	-1,994.52	0.00	-1,994.52	0.00
500-610-5590-520	Water Plant General Supplies	200.00	0.00	156.59	43.41	0.00	43.41	21.71
500-610-5590-610	Wastewater General Supplies	500.00	0.00	319.30	180.70	0.00	180.70	36.14
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	980.00	2,020.00	0.00	2,020.00	67.33
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	192.32	3.68	0.00	3.68	1.88
500-610-5800-520	Alliance Contract	153,384.00	13,156.92	169,180.72	-15,796.72	0.00	-15,796.72	0.00
500-610-5800-610	Alliance Contract	974,353.00	80,821.08	604,815.61	369,537.39	0.00	369,537.39	37.93
500-610-6300-520	Filtration Electricity	330,074.00	26,382.20	197,794.62	132,279.38	0.00	132,279.38	40.08
500-610-6300-610	Wastewater Electricity	246,770.00	21,544.89	137,962.42	108,807.58	0.00	108,807.58	44.09
500-610-6310-520	Filtration Heating Fuels	5,532.00	143.84	9,016.14	-3,484.14	0.00	-3,484.14	0.00
500-610-6310-610	Wastewater Heating Fuels	7,000.00	0.00	1,944.22	5,055.78	0.00	5,055.78	72.23
500-610-6350-520	Filtration Phones	10,020.00	577.54	5,338.76	4,681.24	0.00	4,681.24	46.72
500-610-6350-610	Wastewater Phones	9,300.00	819.92	6,100.16	3,199.84	0.00	3,199.84	34.41
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,193,244.00	150,336.92	1,314,414.96	878,829.04	78,644.24	800,184.80	36.48
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	37,760.00	0.00	37,760.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-5790-520	Filtration Capital- Other	753,881.07	0.00	446,529.82	307,351.25	0.00	307,351.25	40.77
500-610-5790-610	WW Capital Equipment	188,051.18	8,159.64	51,386.82	136,664.36	83,899.23	52,765.13	28.06
500-610-5810-619	WW Line Capital Improvemt	2,039,582.00	117,456.22	390,495.22	1,649,086.78	257,604.48	1,391,482.30	68.22
	E30 Sub Totals:	3,019,274.25	125,615.86	926,171.86	2,093,102.39	341,503.71	1,751,598.68	58.01
	Expense Sub Totals:	5,812,518.25	275,952.78	2,240,586.82	3,571,931.43	420,147.95	3,151,783.48	54.22
	Dept 610 Sub Totals:	3,409,284.50	86,377.42	535,932.83	2,873,351.67	420,147.95		
Dept 500-640								
R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	33,953.00	21,299.48	21,636.94	12,316.06	0.00	12,316.06	36.27
	R90 Sub Totals:	33,953.00	21,299.48	21,636.94	12,316.06	0.00	12,316.06	36.27
	Revenue Sub Totals:	33,953.00	21,299.48	21,636.94	12,316.06	0.00	12,316.06	36.27
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	8,433.49	26,274.41	9,312.59	0.00	9,312.59	26.17
500-640-5920-648	2011 Water Imprm Interest Exp.	79,834.00	19,026.55	58,686.04	21,147.96	0.00	21,147.96	26.49
500-640-5930-645	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-640-5930-646	Paying Agent Fee - 2009B	12,148.00	0.00	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	0.00	14,566.96	12,463.04	0.00	12,463.04	46.11
	E50 Sub Totals:	154,599.00	27,460.04	106,331.79	48,267.21	0.00	48,267.21	31.22
	Expense Sub Totals:	154,599.00	27,460.04	106,331.79	48,267.21	0.00	48,267.21	31.22
	Dept 640 Sub Totals:	120,646.00	6,160.56	84,694.85	35,951.15	0.00		
	Fund Revenue Sub Totals:	7,605,472.75	541,588.99	4,347,616.54	3,257,856.21	0.00	3,257,856.21	42.84
	Fund Expense Sub Totals:	10,827,447.78	566,056.08	4,361,709.41	6,465,738.37	468,484.43	5,997,253.94	55.39
	Fund 500 Sub Totals:	3,221,975.03	24,467.09	14,092.87	3,207,882.16	468,484.43		
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
653-653-5590-653	FEMA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 654	FEMA DR Flooding							
Dept 654-654	FEMA DR Flooding							
R03	INTER-GOVERNMENTAL							
654-654-4660-654	FEMA DR Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 680 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 700	Abbott Brothers Trust							
Dept 700-000	Non-Departmental							
E90	TRANSFERS OUT							
700-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 700-700								
R06	REVENUE FROM USE OF ASSET							
700-700-4570-700	Farm Proceeds	5,034.00	0.00	5,034.69	-0.69	0.00	-0.69	0.00
700-700-4700-700	Int. Earned-Abbott Brothers Fd	50.00	13.57	100.11	-50.11	0.00	-50.11	0.00
	R06 Sub Totals:	5,084.00	13.57	5,134.80	-50.80	0.00	-50.80	0.00
R07	OTHER INCOME							
700-700-4760-700	Farm Insurance Claims	374.00	0.00	374.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	374.00	0.00	374.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,458.00	13.57	5,508.80	-50.80	0.00	-50.80	0.00
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	200.00	0.00	0.00	200.00	0.00	200.00	100.00
700-700-5440-700	Real Estate Taxes	158.00	0.00	157.00	1.00	0.00	1.00	0.63
	E20 Sub Totals:	358.00	0.00	157.00	201.00	0.00	201.00	56.15
	Expense Sub Totals:	358.00	0.00	157.00	201.00	0.00	201.00	56.15
	Dept 700 Sub Totals:	-5,100.00	-13.57	-5,351.80	251.80	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	5,458.00	13.57	5,508.80	-50.80	0.00	-50.80	0.00
	Fund Expense Sub Totals:	358.00	0.00	157.00	201.00	0.00	201.00	56.15
	Fund 700 Sub Totals:	-5,100.00	-13.57	-5,351.80	251.80	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	1.11	8.55	4.45	0.00	4.45	34.23
	R06 Sub Totals:	13.00	1.11	8.55	4.45	0.00	4.45	34.23
	Revenue Sub Totals:	13.00	1.11	8.55	4.45	0.00	4.45	34.23
	Dept 710 Sub Totals:	-13.00	-1.11	-8.55	-4.45	0.00		
	Fund Revenue Sub Totals:	13.00	1.11	8.55	4.45	0.00	4.45	34.23
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-13.00	-1.11	-8.55	-4.45	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	3,301.69	2,358.31	0.00	2,358.31	41.67
800-000-3220-000	Transfer to 2012A&B Fund	2,453.00	9,188.02	9,333.59	-6,880.59	0.00	-6,880.59	0.00
800-000-3285-000	Trns to Capital Improvement	765,196.67	0.00	62,388.50	702,808.17	0.00	702,808.17	91.85
	E90 Sub Totals:	773,309.67	9,659.69	75,023.78	698,285.89	0.00	698,285.89	90.30
	Expense Sub Totals:	773,309.67	9,659.69	75,023.78	698,285.89	0.00	698,285.89	90.30
	Dept 000 Sub Totals:	773,309.67	9,659.69	75,023.78	698,285.89	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	989,085.00	88,328.46	826,193.57	162,891.43	0.00	162,891.43	16.47
800-800-4090-800	Vehicle Sales Tax	85,000.00	9,144.06	85,862.13	-862.13	0.00	-862.13	0.00
800-800-4130-800	Sanitation Enforcement	15,800.00	2,921.93	9,558.33	6,241.67	0.00	6,241.67	39.50
800-800-4280-800	Gasoline Tax	315,000.00	33,172.27	286,083.96	28,916.04	0.00	28,916.04	9.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R01 Sub Totals:	1,404,885.00	133,566.72	1,207,697.99	197,187.01	0.00	197,187.01	14.04
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,000.00	2,846.97	38,552.03	15,447.97	0.00	15,447.97	28.61
	R02 Sub Totals:	54,000.00	2,846.97	38,552.03	15,447.97	0.00	15,447.97	28.61
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	636.19	4,477.71	-477.71	0.00	-477.71	0.00
800-800-4820-800	Street Sale of Property	14,573.17	0.00	14,573.17	0.00	0.00	0.00	0.00
	R06 Sub Totals:	18,573.17	636.19	19,050.88	-477.71	0.00	-477.71	0.00
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	0.00	450.00	450.00	-450.00	0.00	-450.00	0.00
	R07 Sub Totals:	0.00	450.00	450.00	-450.00	0.00	-450.00	0.00
	Revenue Sub Totals:	1,501,483.17	137,499.88	1,265,750.90	235,732.27	0.00	235,732.27	15.70
E10	PERSONNEL							
800-800-5010-800	Street Salaries	332,264.00	22,966.75	206,189.75	126,074.25	0.00	126,074.25	37.94
800-800-5020-800	Street Overtime	16,000.00	126.26	12,197.82	3,802.18	0.00	3,802.18	23.76
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	945.00	495.00	0.00	495.00	34.38
800-800-5170-800	Street Social Security	27,561.00	1,728.72	16,391.24	11,169.76	0.00	11,169.76	40.53
800-800-5180-800	Street Retirement	18,110.00	1,067.07	11,076.29	7,033.71	0.00	7,033.71	38.84
800-800-5190-800	Street Health Insurance	60,422.00	4,271.59	37,187.65	23,234.35	0.00	23,234.35	38.45
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	88.00	1,412.00	0.00	1,412.00	94.13
800-800-5380-800	Street Uniforms	5,000.00	334.54	2,958.30	2,041.70	0.00	2,041.70	40.83
	E10 Sub Totals:	490,077.00	30,614.93	287,034.05	203,042.95	0.00	203,042.95	41.43
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	50,000.00	8,379.65	96,749.13	-46,749.13	0.00	-46,749.13	0.00
800-800-5260-800	Street Professional Services	26,032.00	284.96	13,754.43	12,277.57	0.00	12,277.57	47.16
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	0.00	1,937.87	8,062.13	1,820.63	6,241.50	62.42
800-800-5330-800	Street Equipment Maintenance	50,000.00	4,118.60	31,582.21	18,417.79	0.00	18,417.79	36.84
800-800-5530-800	Street Fuels/Lubricants	40,000.00	1,570.93	25,861.71	14,138.29	0.00	14,138.29	35.35
800-800-5580-800	Street Maintenance Materials	70,000.00	5,866.12	31,390.54	38,609.46	20,775.00	17,834.46	25.48
800-800-5590-800	Street General Supplies	3,500.00	80.73	2,542.03	957.97	0.00	957.97	27.37

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5600-800	Street Signs and Markings	30,000.00	1,995.66	10,623.78	19,376.22	0.00	19,376.22	64.59
800-800-5700-800	Street Computers, Software	3,755.00	0.00	192.32	3,562.68	0.00	3,562.68	94.88
800-800-6300-800	Street Electricity	6,068.00	398.60	3,160.10	2,907.90	0.00	2,907.90	47.92
800-800-6310-800	Street Heating Fuels	2,649.00	95.93	1,944.44	704.56	0.00	704.56	26.60
800-800-6340-800	Street Lights	157,025.00	13,707.24	97,818.18	59,206.82	0.00	59,206.82	37.71
800-800-6350-800	Street Phones	4,860.00	551.70	2,913.53	1,946.47	0.00	1,946.47	40.05
800-800-6390-800	Street Minor Equipment	4,500.00	50.00	1,415.55	3,084.45	0.00	3,084.45	68.54
	E20 Sub Totals:	463,515.00	37,100.12	321,885.82	141,629.18	22,595.63	119,033.55	25.68
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	400,000.00	0.00	490,234.57	-90,234.57	0.00	-90,234.57	0.00
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	498,071.04	-90,219.04	0.00	-90,219.04	0.00
	Expense Sub Totals:	1,361,444.00	67,715.05	1,106,990.91	254,453.09	22,595.63	231,857.46	17.03
	Dept 800 Sub Totals:	-140,039.17	-69,784.83	-158,759.99	18,720.82	22,595.63		
	Fund Revenue Sub Totals:	1,501,483.17	137,499.88	1,265,750.90	235,732.27	0.00	235,732.27	15.70
	Fund Expense Sub Totals:	2,134,753.67	77,374.74	1,182,014.69	952,738.98	22,595.63	930,143.35	43.57
	Fund 800 Sub Totals:	633,270.50	-60,125.14	-83,736.21	717,006.71	22,595.63		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	0.00	0.00	28,038.67	-28,038.67	0.00	-28,038.67	0.00
	R03 Sub Totals:	0.00	0.00	28,038.67	-28,038.67	0.00	-28,038.67	0.00
R06	REVENUE FROM USE OF ASSET							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	35.35	232.60	-232.60	0.00	-232.60	0.00
	R06 Sub Totals:	0.00	35.35	232.60	-232.60	0.00	-232.60	0.00
	Revenue Sub Totals:	0.00	35.35	28,271.27	-28,271.27	0.00	-28,271.27	0.00
	Dept 833 Sub Totals:	0.00	-35.35	-28,271.27	28,271.27	0.00		
	Fund Revenue Sub Totals:	0.00	35.35	28,271.27	-28,271.27	0.00	-28,271.27	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund 833 Sub Totals:	0.00	-35.35	-28,271.27	28,271.27	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	252,505.29	-19,403.29	0.00	-19,403.29	0.00
	E90 Sub Totals:	233,102.00	0.00	252,505.29	-19,403.29	0.00	-19,403.29	0.00
	Expense Sub Totals:	233,102.00	0.00	252,505.29	-19,403.29	0.00	-19,403.29	0.00
	Dept 000 Sub Totals:	233,102.00	0.00	252,505.29	-19,403.29	0.00		
Dept 900-900								
R01	TAXES							
900-900-4030-900	Street/Bridge Sales Tax	329,613.00	29,433.26	275,350.71	54,262.29	0.00	54,262.29	16.46
	R01 Sub Totals:	329,613.00	29,433.26	275,350.71	54,262.29	0.00	54,262.29	16.46
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	0.00	219.01	1,700.63	-1,700.63	0.00	-1,700.63	0.00
	R06 Sub Totals:	0.00	219.01	1,700.63	-1,700.63	0.00	-1,700.63	0.00
	Revenue Sub Totals:	329,613.00	29,652.27	277,051.34	52,561.66	0.00	52,561.66	15.95
	Dept 900 Sub Totals:	-329,613.00	-29,652.27	-277,051.34	-52,561.66	0.00		
	Fund Revenue Sub Totals:	329,613.00	29,652.27	277,051.34	52,561.66	0.00	52,561.66	15.95
	Fund Expense Sub Totals:	233,102.00	0.00	252,505.29	-19,403.29	0.00	-19,403.29	0.00
	Fund 900 Sub Totals:	-96,511.00	-29,652.27	-24,546.05	-71,964.95	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	45,670,055.37	2,027,084.89	19,280,547.51	26,389,507.86	0.00	26,389,507.86	57.78
	Expense Totals:	53,386,324.06	1,713,215.23	16,874,702.36	36,511,621.70	2,580,193.26	33,931,428.44	63.56
	Report Totals:	7,716,268.69	-313,869.66	-2,405,845.15	10,122,113.84	2,580,193.26		

General Ledger

Fund Balance

31-May-23

Sort Level	Description	FY2023 Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	8,769,266.38	$ 5,933,025.25	$ 4,200,660.60	$ 10,501,631.03
120	Police Grants	9,798.40	$ 4,200.00	$ 8,400.00	$ 5,598.40
124	Shop With a Cop	1,464.01	$ 17,471.81	$ 15,089.49	$ 3,846.33
130	Fire Sales Tax	670,415.63	$ 1,755,599.28	$ 1,575,172.77	$ 850,842.14
170	Drainage Sales Tax	1,114,272.23	$ 336,862.67	$ 279,487.77	$ 1,171,647.13
175	Senior Center Sales Tax	262,152.34	$ 164,879.08	$ 228,546.16	$ 198,485.26
180	Parks Sales Tax	370,517.60	$ 541,981.57	$ 681,198.43	$ 231,300.74
195	Auditorium Sales Tax	876,523.98	$ 441,433.90	$ 354,466.85	$ 963,491.03
212	2012 A&B	5,775.15	$ 10,011.63	$ 9,610.80	$ 6,175.98
213	2013 Series Spc Obl Bond	11,582.08	$ 27.18	$ -	$ 11,609.26
214	2014 A&B Series	150.42	$ -	$ -	$ 150.42
216	2016 Series COPs	402,861.29	$ 218,577.38	$ 219,202.38	$ 402,236.29
221	2021 Special Obligation Bonds	2,625.51	$ 505,016.36	$ 505,328.57	$ 2,313.30
290	Employee Insurance	11,215.39	$ 646,405.13	$ 609,815.36	$ 47,805.16
300	Economic Development Sales Tax	120,267.00	$ 1,838,408.01	$ 1,718,913.18	$ 239,761.83
310	Hotel/Motel Tax	305,118.44	$ 62,503.35	$ 33,264.32	$ 334,357.47
360	Tax Incremental Financing	(468,079.16)	$ 333,631.19	$ -	$ (134,447.97)
450	Golf Course	457,490.92	$ 546,306.32	$ 639,159.29	$ 364,637.95
500	Water/Wastewater	17,392,037.70	$ 4,347,616.54	$ 4,361,709.41	$ 17,377,944.83
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	$ 5,508.80	$ 157.00	$ 44,826.85
710	Morse Park Trust	3,653.29	$ 8.55	$ -	$ 3,661.84
800	Street Department Sales Tax	2,141,542.76	$ 1,265,750.90	$ 1,182,014.69	$ 2,225,278.97
833	TDD Maintenance	88,528.10	$ 28,271.27	$ -	$ 116,799.37
900	Street/Bridge Sales Tax	759,027.97	$ 277,051.34	$ 252,505.29	$ 783,574.02
Grand Total		**$ 33,403,383.72**	**$ 19,280,547.51**	**$ (16,874,702.36)**	**$ 35,809,228.87**

City of Neosho
Bank Reconciliation - Investment Account
May 31, 2023

Bank:

Bank Balance	$ 21,086,057.56
Credit Cards Online Deposit outstanding	689.22
Credit Cards Deposit outstanding	968.13
Deposit Outstanding	10,035.40
Deposit-Chargeback	(10,838.26)
Reconciled Bank Balance	$ 21,086,912.05

Book:

100-000-1200-000	General Fund Investment Acct	$ 4,553,341.87
100-000-1202-000	Public Safety Sales Tax	$ 1,881,860.52
100-000-1203-000	Cleaning Deposit Investmt Acct	$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	$ 158,622.86
100-000-1215-000	ARPA Investment Account	$ 2,359,001.10
100-000-1218-000	City Hall Donated Funds	$ 287.19
100-000-1219-000	Donated Rewards	$ -
100-000-1220-000	Confiscated Cash	$ 14,051.42
100-000-1224-000	I.O.O.F. Cemetery	$ (246,411.63)
120-000-1200-000	Law Enforcement Investmnt Acct	$ 6,138.47
124-000-1200-000	Shop With a Cop Investmnt Acct	$ 3,846.33
126-000-1200-000	D.A.R.E. Investment Account	$ -
130-000-1200-000	Fire Dept Investment Account	$ 544,332.22
170-000-1200-000	Drainage Investment Account	$ 1,036,198.18
170-000-1204-000	Project Grant - Lime Kiln Dam	$ 27,406.11
175-000-1200-000	Senior Center Investment Acct	$ 97,094.47
175-000-1208-000	Senior Center Maintenance Reserve	$ 66,660.00
180-000-1200-000	Parks Investment Account	$ 69,655.87
180-000-1205-000	SkatePark Donations	$ -
180-000-1206-000	Park Fund Investmnt Acct	$ -
195-000-1200-000	Auditorium Investment Account	$ 859,335.53
212-000-1200-000	2012 A&B Investment Account	$ 38,628.24
213-000-1200-000	2013 INVESTMENT ACCOUNT	$ 11,520.96
213-000-1234-000	2013 Reserved Cash	$ 88.30
214-000-1200-000	2014 Series Investment Account	$ 150.42
216-000-1200-000	2016 Series Investment Account	$ (625.00)
221-000-1200-000	2021 Series Investment Account	$ 2,313.30
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	$ 73,595.12
300-000-1200-000	Economic Devel Investment Acct	$ 541,594.46
310-000-1200-000	Hotel/Motel Investment Account	$ 337,481.09
310-000-1233-000	Investment Acct Motel Tax	$ -
360-000-1200-000	TIF Sales Tax Investment Acct	$ -
360-000-1201-000	TIF Real Estate Investmnt Acct	$ 333,631.19
450-000-1200-000	Golf Course Investment Account	$ 243,522.30
450-000-1205-000	Golf Course Advertising	$ 12,243.88
450-000-1209-000	Golf Course Replacement Reserve	$ 64,882.28
500-000-1200-000	Water/WW Investment Acct	$ 1,389,528.06
500-000-1206-000	Slip Lining Reserve	$ 350,000.00
500-000-1207-000	Invest Acct Meter Deposit	$ 66,536.11
500-000-1208-000	Main Replacement	$ 666,660.00
500-000-1209-000	Meter Replacement Reserve	$ 384,937.14
500-000-1210-000	Wastewater Rplcmt Reserve	$ 787,813.61
500-000-1214-000	Water Replacement Reserve	$ 1,381,688.68
500-000-1269-000	Inv Acct Sewer Dist.#17	$ -
600-000-1200-000	Pedestrian Trail Investmt Acct	$ -
620-000-1200-000	Community Devel. Investmt Acct	$ -
650-000-1200-000	FEMA DR-1961 Investment Acct	$ -
651-000-1200-000	FEMA DR-1980 Investment Acct	$ -
652-000-1200-000	Inv Acct Joplin Disaster	$ -
653-000-1200-000	FEMA DR 4250 Investment	$ 25,573.84
654-000-1200-000	FEMA DR 4317 Investment	$ 30,027.40
680-000-1200-000	CDBG Public Srvce Pass Through	$ 100.00
700-000-1200-000	Abbott Brothers Investmnt Acct	$ 44,826.85
710-000-1200-000	Morse Park Fund Investmnt Acct	$ 3,661.84
800-000-1200-000	Street Fund Investment Account	$ 2,022,960.60
833-000-1200-000	TDD Maintenance	$ 116,799.37
900-000-1200-000	Street/Bridge Fd Investmt Acct	$ 723,627.94
		21,087,551.47

Reconciling Items to be JE'd:

ACH returns 5/17 - recv'd to finance 6/9 to post	(454.42)
Chargeback-bad check posted June	(185.00)
Reconciled Book Balance	**$ 21,086,912.05**
	$ -

City of Neosho
Bank Reconciliation - Master Account
May 31, 2023

Bank:

Bank Balance		$ 906,785.81
O/S Springbrook Checks		(662,036.12)
Reconciled Bank Balance		$ 244,749.69

Book:

Description		
100-000-1000-000	General Fund Master Account	$ 46,943.86
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 Srvce Pass Through	$ -
700-000-1000-000	Abbott Brothers Master Account	$ -
710-000-1000-000	Morse Park Fund Master Account	$ -
800-000-1000-000	Street Fund Master Account	$ -
900-000-1000-000	Street /Bridge Fd Master Acct	$ -
		$ 46,943.86

Reconciling Items to be JE'd:

June PR trnfs 5/31	197,787.36
ACH PR check charge back	18.47
Reconciled Book Balance	244,749.69
	$ -

City of Neosho
Bank Reconciliation - Sweep Account
May 31, 2023

Bank:

Bank Balance	$	1,500.00
O/S Springbrook Checks		-
Reconciled Bank Balance	$	1,500.00

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 Srvce 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.

Reconciled Book Balance		1,500.00
	$	-

Bank Reconcile and Adjustments

NEOSHO MUNICIPAL

Bank Account: [redacted] **Neosho Muni Checking**

Reconciled on 05/31/2023

Printed On: **06/15/2023 08:03:29 AM** Printed By: [redacted]

Reconciliation Information

Field	-/+	Amount	
Bank Statement Ending Balance		$46,871.90	
Interest Earned	-		
Bank Charges	+		
Deposits in Transit	+	$8,428.50	
Outstanding Checks	-	$32,371.56	
Statement Adjustments (Negative)	-	$968.91	
Statement Adjustments (Positive)	+	$876.00	
Adjusted Statement Balance	=	$22,835.93	
General Ledger Account Balance	-	$22,835.93	**GL Discrepancy** = $0.00
Open Items List Total	=		**OI Discrepancy** =

Statement Adjustments

Negative Adjustment Description	Amount	Cutoff Date
Net Deposit Error	$0.70	05/31/2023
2023 05 25 Vendor Pay Debt Offset payment receipted at bank, not posted to SMC	$87.00	05/31/2023
Cashier Session 83906 included as Deposit in Transit, but no transactions in SMC associated with that cashier session.	$289.00	05/31/2023
Disputed credit card not charged back at bank (see December 2021 bank reconciliation	$269.00	05/31/2023
E-Statement Rewards	$10.00	05/31/2023
May 2012 [redacted] needs received	$40.00	05/31/2023
Old Great Southern Account needs received (Cut off 10/31/2021)	$173.21	05/31/2023
Receipt 405H57280 voided Receipt 405H57129 (Cashier Session 81241, [redacted] for insufficient funds but not debited from bank.	$50.00	05/31/2023
[redacted] Stolen Credit Card - awaiting dispute	$50.00	05/31/2023

Total Negative Adjustment: $968.91

Positive Adjustment Description	Amount	Cutoff Date
Receipt #405H57706/cashier session 82389/case [redacted] processed in old NCR system. Not receipted at bank.	$50.00	05/31/2023
Receipt No. 405H58025/cashier session 83059/case id [redacted] processed in old NCR system. Not receipted by bank.	$50.00	05/31/2023
2023 05 31 Cashier Session 89937 posted to the May GL/Receipt Listing but included in the June Accounting Deposit	$776.00	05/31/2023

Total Positive Adjustment: $876.00

Neosho Missouri
FY2023
1% Sales Tax

	Actual Receipts													Monthly			
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	5-year average	% of total by month	2023	Prior Year Variance	2023 Budget spread by monthly %	2023 Over Budget spread by month	% over budget
October	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	232,681.81	0.0803	328,442.20	24.29%	$ 221,146.60	107,295.60	48.52%
November	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	186,398.10	0.0643	265,866.85	19.10%	$ 177,157.41	88,709.44	50.07%
December	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	281,740.58	0.0973	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	297,908.97	17.44%	$ 237,726.37	60,182.60	25.32%
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	281,370.48	-4.28%	$ 222,893.05	58,477.43	26.24%
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	252,687.93	14.31%	$ 196,599.08	56,088.85	28.53%
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	317,144.28	-2.88%	$ 261,809.53	55,334.75	21.14%
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%	$ 2,624,638.55		$ 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%**			**8.30%**		$ 2,753,336.00 Budget YTD ↑		
															-4.67% 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	297,908.97	17.44%	229,444.67	29.84%
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	281,370.48	-4.28%	229,444.67	22.63%
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	252,687.93	14.31%	229,444.67	10.13%
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	317,144.28	-2.88%	229,444.67	38.22%
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	$ 2,624,638.55		$ 2,753,336.00	-4.67%
YTD Variance	-2.05%	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	8.30%			

Neosho Missouri FY2023 1/2% Public Safety Sales Tax	

	Receipts 2021	Receipts 2022	Receipts 2023	% Over/(Under) Prior Year	2023 Budget/12 Mo.	% Over/(Under) 2023 Budget
October	-	128,640.50	150,673.37	17.13%	114,722.33	31.34%
November	7,491.76	110,632.28	131,040.90	18.45%	114,722.33	14.22%
December	100,134.22	153,574.02	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	137,180.76	15.81%	114,722.33	19.58%
April	104,230.71	134,424.40	136,240.22	1.35%	114,722.33	18.76%
May	117,689.02	108,276.43	117,587.34	8.60%	114,722.33	2.50%
June	146,068.03	159,824.52	152,586.80	-4.53%	114,722.33	33.01%
July	136,400.20	141,861.49	-		114,722.33	
August	116,259.78	143,452.74	-		114,722.33	
September	138,586.81	151,978.14	-		114,722.33	
	$ 1,214,622.53	$1,604,786.60	$1,251,673.88		$ 1,376,668.00	
YTD Variance	100.00%	32.12%	7.21%			